



**Tuesday, June 16, 2020
4:00 PM**

**City Council
Tuesday Meeting Agenda**

**Jackie Dole Community Center
220 W. Front Street**

PUBLIC HEARING

1. **2020-374** Hold Public Hearing 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, according to the provision of MS Code 1972, Section 21-19-11.

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

Citizens' Forum

POLICY AGENDA

1. **2020-394** Approve the minutes for the June 2, 2020 meeting of the City Council.
2. **2020-364** Take from the table petition filed by filed by P&L Rental LLC, Agustina & Oscar Leal, Owners, to paint exterior brick at 512 6th Ave (W4); Hattiesburg Historic Conservation Commission voted to Deny on March 11, 2020.
3. **2020-370** Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.
4. **2020-392** Adopt a Resolution designating the City of Hattiesburg voting delegates for voting in the 2020 Mississippi Municipal League election.
5. **2020-385** Adopt the June 16, 2020 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2020 and Adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.

- 6. 2020-397** Adopt a Resolution to hold regular and special called council meetings as may be necessary in the Jackie Dole Sherrill Community Center and for related purposes.
- 7. 2020-391** Adopt a Resolution authorizing Requisition No. 66 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.
- 8. 2020-390** Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. for services related to the Infrastructure Improvements for Martin Luther King, Jr. Avenue Area project and authorize the Mayor to execute in duplicate.
- 9. 2020-388** Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. for services related to the Midtown Overlay Area Infrastructure Improvements Project and authorize the Mayor to execute in duplicate.
- 10. 2020-381** Approve a Contractor and Owner Agreement and a Housing Repair Grant Award to Lettie Taylor of 110 Saucier Drive in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E) {Entitlement} and authorize the Mayor to execute in triplicate.
- 11. 2020-382** Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum {Entitlement CDBG}.
- 12. 2020-373** Authorize submission of the Mississippi Department of Transportation (MDOT) FY 2021 Multimodal Transportation Improvement Program Grant Application in the amount of \$384,240, to fund the continuation of the Job Access and Reverse Commute (JARC) Program.
- 13. 2020-366** Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-038A-15-011.00 (PPIN 039155) for the Hall Avenue Overpass Project: Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$400.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$400.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.
- 14. 2020-367** Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-029P-10-304.00 (PPIN 019184) for the Hall Avenue Overpass Project: Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$2,060.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$2,060.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.

- 15. 2020-375** Acknowledge bids received May 28, 2020 for the Mechanical Control Systems for the Hattiesburg Public Safety Complex project and accept the bid from Powers of Mississippi, Inc. in the amount of \$225,000.00 and authorize Mayor to execute contracts upon preparation.
- 16. 2020-371** Acknowledge submission of the application and authorize acceptance of the award for the 2020 U.S. Department of Justice, Bureau of Justice Assistance (BJA) Coronavirus Emergency Supplemental Funding Program in the amount of \$65,979 to purchase supplies for COVID-19 prevention and response and authorize the Mayor to execute the same.
- 17. 2020-387** Acknowledge bids received May 14, 2020 for the Tatum Park Tennis Court Lighting project and accept the bid from Buckhaults Electric in the amount of \$79,480.00 as the lowest and best bid and authorize the Mayor to execute contracts upon preparation.
- 18. 2020-395** Void maintenance agreement between the City of Hattiesburg and ThyssenKrupp Elevator for maintenance on the elevators located at 723 Main Street (Cultural Center) and the Pine Street Parking Garage.

ROUTINE AGENDA

- 1. 2020-372** Authorize submission of a grant application to the U.S. Department of Justice, Bureau of Justice Assistance for the 2020 Bulletproof Vest Partnership Grant in the amount of \$29,764.80 to purchase bulletproof vests for the Hattiesburg Police Department. The grant reimbursement to the city will provide \$14,882.40 (50%) of the cost of the vests.
- 2. 2020-396** Authorize advertisements for bids for Supervisory Control and Data Acquisitions Units *SCADA Units* for the City of Hattiesburg Water and Sewer Department.
- 3. 2020-376** Acknowledge receipt of a Drainage Easement from Harry and Adele Phillips for a portion of Lamar County tax parcel 051L-11-030.000 (PPIN 28279).
- 4. 2020-368** Acknowledge receipt of Privilege Tax License Monthly Reports for February, March and April 2020.
- 5. 2020-369** Acknowledge Proof of Publications for the month of May 2020.
- 6. 2020-383** Approve plans and specifications for the Downtown Wayfinding & Parking Signage Project and Authorize advertisement for bids for same.
- 7. 2020-384** Approve plans and specifications for the Water System Improvements - Lincoln Road at Lamar Boulevard and Hegwood Drive Project and authorize advertisement for bids for same.

- 8. 2020-386** Approve plans and specifications for the Hardy Street and Concart Street Drainage and Sidewalk Improvements project and authorize advertisement for bids.
- 9. 2020-377** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
- 10. 2020-393** Approve claims docket for the period ending June 12, 2020.

In Memoriam:

- **Mr. Robert Parker**

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Wiley Quinn, Code Enforcement Division Manager

Date: Tuesday, June 16, 2020

Re: Hold Public Hearing 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, according to the provision of MS Code 1972, Section 21-19-11.
File Number: 2020-374
Minute Book #

Summary

Public Hearing 6 16 2020, Unsafe Properties

Recommendation Statement

I recommend a Public Hearing for the listed properties to determine if said properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Please place this on the June 16, 2020 City Council meeting for consideration.



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: Wiley Quinn, Code Enforcement Division Manager

DATE: June 16, 2020

RE: Hold Public Hearing-Unsafe Properties

Hold Public Hearing on Tuesday, June 16, 2020 to determine if the following properties are in such a state of uncleanness so as to be a menace to the health and safety of the community, according to the provisions of MS Code 1972, Section 21-19-11.

Case No.	Address	PPIN	Ward	Violations
1.	57 Golf Course Rd.	31789	1	GAR/RUB VS,US
2.	508 Ruby Ave.	12970	2	VS, ID
3.	418 E. 8 th St.	25659	2	AS, US, VS
4.	1001 Edwards St.	13011	2	DS, VS
5.	4301 Mamie St.	17780	3	DS, US, ID
6.	426 S. 12 th Ave.	17131	4	GAR/RUB VS, US
7.	102 South St.	19729	4	US, DS
8.	110 Martin Luther King Ave.	21680	5	DS

21676

32303

32304

9.	214 Railroad Ave.	09706	5	DS
10.	423 Travillion Rd.	06589	5	DS
11.	206 S. 24 th Ave.	16597	4	OR, DB, GAR/RUB, Accessory Structure

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 454 Published 1 times

Date 1st Published: May 28 Amt: 54.48

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 54.48

Proof of Publication Fee: 3.00

TOTAL: 57.48

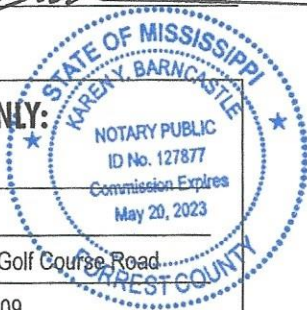
(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 28th
day of May, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) [Signature]

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 57 Golf Course Road
- ☐ Invoice #: 96209
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING(S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Donald K. Garriga, 21501 E. Adams Rd Saucier, MS 39574, and MER- RITT, INC., and BROCKET, LLC; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, June 16, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit: 57 Golf Course Road, Hattiesburg, MS

A part and parcel of the Southeast Quarter of the Southwest Quarter of Section 36, Township 5 North, Range 14 West, Forrest County, Mississippi, and more particularly described as follows:

Commence at the Northwest Corner of the Southeast Quarter of the Southwest Quarter of said Section 36, and run South 00 degrees 09 minutes East along the West line of the said Southeast Quarter of the Southwest Quarter for 375.0 feet, thence run South 83 degrees East for 565.0 feet, thence run South for 334.0 feet to the North line of a Public Road, then run North 73 degrees 40 minutes 11 sec-

onds East along the North line of said road for 68.0 feet to the Point of Beginning, thence run North 08 degrees 03 minutes 43 seconds West for 99.85 feet, thence run North 82 degrees 01 minutes 54 seconds East for 57.40 feet, thence run South 07 degrees 57 minutes 18 seconds East for 94.50 feet to the North line of said road, thence run South 76 degrees 41 minutes 23 seconds West along the North line of said road for 57.46 feet to the Point of Beginning, containing 0.13 acre, more or less.

Published May 28, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 354 Published 1 times

Date 1st Published: May 28 Amt: 42.48

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 42.48

Proof of Publication Fee: 3.00

TOTAL: 45.48

(signed) H. B. B. B.
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 28th
day of May, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Kenny Barncastle

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 102 South Street
- ☐ Invoice #: 96209
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING(S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: BENNETT TAX CO, INC, QUICK-SILVER TAX FUNDING, PRIORITYONE BANK, AND SOUTH STREET INVESTMENTS, LLC; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, June 16, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit: 102 South Street, Hattiesburg, MS

A part of Lot 11, Block "B" of the John Kamper Subdivision, Hattiesburg, Forrest County, Mississippi, and more particularly described as: Commencing at the Northeast corner of the above said Lot 11, Block "B"; thence South and along the East line of said Lot 11 for 140.7 feet to the Point of Beginning; thence continue South and along the East line of said Lot 11 for 39.7 feet; thence West 79 feet to the East margin of South Street; thence North and along the East margin of South Street 39.7 feet; thence East 79 feet to the Point of Beginning.

Published May 28, 2020

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Total # of Words: 482 Published 1 times

Date 1st Published: May 28 Amt: 57.84

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 57.84

Proof of Publication Fee: 3.00

TOTAL: 60.84

(signed) Haskel Bawn
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 28th
day of May, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Kaury P.

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 110 Martin Luther King Ave
- ☐ Invoice #: 96209
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING(S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: PPIN 21680: HATTIESBURG
BLDG CONTRACTORS; PPIN 21676:
MARTIN LUTHER KING AVENUE BAP-
TIST CHURCH; PPIN 32303: MARTIN
LUTHER KING AVENUE BAPTIST; PPIN
32304: MARTIN LUTHER KING AVENUE
BAPTIST; and all unknown persons claim-
ing any right, title or interest in or to the
hereinafter described property.

PLEASE TAKE NOTICE PURSUANT
TO §21-19-11 of the Mississippi Code of
1972, as annotated and amended, the
City Council of the City of Hattiesburg will
hold a public hearing at 4:00 p.m. on
Tuesday, June 16, 2020 in the Jackie
Dole Sherrill Community Center, Hatties-
burg, MS to determine whether or not the
hereinafter-described property is in such
a state of uncleanness to be a menace
to the public health and safety of the com-
munity. You have a right to file an answer
and to appear at said hearing in person or
otherwise and to offer your defense, if any.
If, at such hearing, the City Council shall
adjudicate the property in its then condi-
tion to be a menace to the health and
safety of the community, the City of Hat-
tiesburg shall, if the owner will not do so
himself, proceed to have the land cleared
pursuant to the aforesaid statute. The City
of Hattiesburg may then adjudicate the
costs plus penalty of cleaning said prop-
erty and the costs may become assess-
ment against the property, which shall be
a lien against said property all as provided
by statute, to wit: 110 Martin Luther King
Avenue, Hattiesburg, MS

PPIN 21680

JPT OF BLK 66 OF DD MCINNIS 3RD
SUR, BEG AT THE SWL FO BLK 66-RUN
E 180 TH N 60 THE W 160 TH SWLY 70
TO POB DD MCINNIS 3RD ADD Forrest
County Parcel No. 2-038C-16-004.00

PPIN 21676

PT OF BLK 65 OF D.D. MCINNIS
3RD SUR. BEG AT THE SE CORNER
OF BLK 65 RUN W 210' TH N 60' TH E
40' TH N 106' THE 576 E 182' THE S 120'

TO POB B543 P221 8/84. Parcel No. 2-
038C-16.005.00 PPIN #021676

PPIN 32303

Part of Block 65 of the D.D. McInnis
Survey Third Survey: Begin at the NE cor-
ner of Block 65 and run West 75 feet for
POB, thence West 135 feet, thence South
360 feet, thence East 46 feet, thence
North 106.5 feet, thence Southeasterly
182 feet, thence North 221.5, thence
West 75 feet, thence North 85 feet to the
POB. All in the City of Hattiesburg and
Forrest County, Mississippi.

PPIN 32304

Part of Block 66 of the D.D. McInnis
Survey Third Survey: Begin at the NW
corner of Block 66 and run East 20 feet,
thence South 360 feet, thence West 160
feet, thence Northeasterly 380 feet to the
POB. All in the City of Hattiesburg and
Forrest County, Mississippi.

Published May 28, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 288 Published 1 times

Date 1st Published: May 28 Amt: 34.56

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 34.56

Proof of Publication Fee: 3.00

TOTAL: 37.56

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 28th
day of May, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) [Signature]

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 206 S. 24th Avenue
- ☐ Invoice #: 96209
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING(S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Dorothy Heard, 206 S. 24th Ave.,
Hattiesburg, MS 39401; and all unknown
persons claiming any right, title or interest
in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT
TO §21-19-11 of the Mississippi Code of
1972, as annotated and amended, the
City Council of the City of Hattiesburg will
hold a public hearing at 4:00 p.m. on
Tuesday, June 16, 2020 in the Jackie
Dole Sherrill Community Center, Hatties-
burg, MS to determine whether or not the
hereinafter-described property is in such
a state of uncleanness to be a menace
to the public health and safety of the com-
munity. You have a right to file an answer
and to appear at said hearing in person or

otherwise and to offer your defense, if any.
If, at such hearing, the City Council shall
adjudicate the property in its then condi-
tion to be a menace to the health and
safety of the community, the City of Hat-
tiesburg shall, if the owner will not do so
himself, proceed to have the land cleared
pursuant to the aforesaid statute. The City
of Hattiesburg may then adjudicate the
costs plus penalty of cleaning said prop-
erty and the costs may become assess-
ment against the property, which shall be
a lien against said property all as provided
by statute, to wit: 206 S. 24th Avenue, Hat-
tiesburg, MS

Lot 21, in Block 12 of the Hattiesburg
Heights Fourth Survey or addition to the
City of Hattiesburg, Mississippi, as per
map or plat thereof on file in the office of
the Chancery Clerk of Forrest County,
Mississippi.

Published May 28, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

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Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 273 Published 1 times

Date 1st Published: May 28 Amt: 32.76

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 32.76

Proof of Publication Fee: 3.00

TOTAL: 35.76

(signed) Hasket B...
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 28th
day of May, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Karen Y. Barncastle

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 214 Railroad Avenue
- ☐ Invoice #: 96209
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: David Mitchell, 1867 W Parks Rd.,
Raymond, MS 39154; and all unknown
persons claiming any right, title or interest
in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT
TO §21-19-11 of the Mississippi Code of
1972, as annotated and amended, the
City Council of the City of Hattiesburg will
hold a public hearing at 4:00 p.m. on
Tuesday, June 16, 2020 in the Jackie Dole
Sherrill Community Center, Hattiesburg,
MS to determine whether or not the here-
inafter-described property is in such a
state of uncleanness to be a menace to
the public health and safety of the com-
munity. You have a right to file an answer
and to appear at said hearing in person or
otherwise and to offer your defense, if any.
If, at such hearing, the City Council shall
adjudicate the property in its then condi-
tion to be a menace to the health and
safety of the community, the City of Hat-
tiesburg shall, if the owner will not do so
himself, proceed to have the land cleared
pursuant to the aforesaid statute. The City
of Hattiesburg may then adjudicate the
costs plus penalty of cleaning said prop-
erty and the costs may become assess-
ment against the property, which shall be
a lien against said property all as provided
by statute, to wit: 214 Railroad Avenue,
Hattiesburg, MS

LOT ELEVEN (11) BLOCK ONE (1)
OF THE W.A. CONNER SUB LOCATED
IN SEC. TWENTY SIX (26) TP FOUR (4)
RANGE THIRTEEN (13) WEST

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Total # of Words: 295 Published 1 times

Date 1st Published: May 28 Amt: 35.40

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 35.40

Proof of Publication Fee: 3.00

TOTAL: 38.40

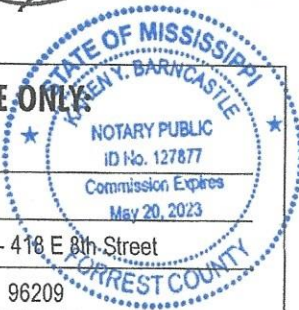
(signed) Hansel Davis
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 28th
day of May, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Kenny Barncastle

FOR OFFICE USE ONLY

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 418 E 8th Street
- ☐ Invoice #: 96209
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Raymond Marlin, 1004 Linda
Drive, Hattiesburg, MS 39401, and the
State of Mississippi; and all unknown per-
sons claiming any right, title or interest in
or to the hereinafter described property.
PLEASE TAKE NOTICE PURSUANT

TO §21-19-11 of the Mississippi Code of
1972, as annotated and amended, the
City Council of the City of Hattiesburg will
hold a public hearing at 4:00 p.m. on
Tuesday, June 16, 2020 in the Jackie Dole
Sherrill Community Center, Hattiesburg,
MS to determine whether or not the here-
inafter-described property is in such a
state of uncleanness to be a menace to
the public health and safety of the com-
munity. You have a right to file an answer
and to appear at said hearing in person or
otherwise and to offer your defense, if any.
If, at such hearing, the City Council shall
adjudicate the property in its then condi-
tion to be a menace to the health and
safety of the community, the City of Hat-
tiesburg shall, if the owner will not do so
himself, proceed to have the land cleared
pursuant to the aforesaid statute. The City
of Hattiesburg may then adjudicate the
costs plus penalty of cleaning said prop-
erty and the costs may become assess-
ment against the property, which shall be
a lien against said property all as provided
by statute, to wit: 418 E. 8th Street, Hat-
tiesburg, MS

LOT ONE (1), BLOCK EIGHT (8) OF
YELLOW PINE PARK SURVEY IN THE
CITY OF HATTIESBURG, COUNTY OF
FORREST, STATE OF MISSISSIPPI, AS
PER THE MAP OR PLAT THEREOF ON
FILE IN THE OFFICE OF THE
CHANCERY CLERK OF FORREST
COUNTY, MISSISSIPPI

Published May 28, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 315 Published 1 times

Date 1st Published: May 28 Amt: 37.80

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 37.80

Proof of Publication Fee: 3.00

TOTAL: 40.80

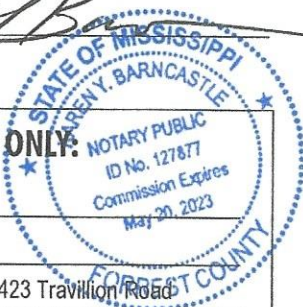
(signed) Huskel Brown
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 28th
day of May, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Kenny B...

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 423 Travillion Road
- ☐ Invoice #: 96209
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Liza Mae Young, 427 Travillion Rd.,
Hattiesburg, MS, 39401; and all unknown
persons claiming any right, title or interest
in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT
TO §21-19-11 of the Mississippi Code of
1972, as annotated and amended, the
City Council of the City of Hattiesburg will
hold a public hearing at 4:00 p.m. on
Tuesday, June 16, 2020 in the Jackie Dole
Sherrill Community Center, Hattiesburg,
MS to determine whether or not the here-
inafter-described property is in such a
state of uncleanness to be a menace to

the public health and safety of the com-
munity. You have a right to file an answer
and to appear at said hearing in person or
otherwise and to offer your defense, if any.
If, at such hearing, the City Council shall
adjudicate the property in its then condi-
tion to be a menace to the health and
safety of the community, the City of Hat-
tiesburg shall, if the owner will not do so
himself, proceed to have the land cleared
pursuant to the aforesaid statute. The City
of Hattiesburg may then adjudicate the
costs plus penalty of cleaning said prop-
erty and the costs may become assess-
ment against the property, which shall be
a lien against said property all as provided
by statute, to wit: 423 Travillion Road, Hat-
tiesburg, MS

Begin at a point 783.0 feet East of the
Northwest corner of the SW ¼ of the SW
¼ of Section 25, Township 4 North, Range
13 West, in said Forrest County, Missis-
sippi, and run East 150.0 feet, thence run
North 99.0 feet, thence run West 150.0
feet, thence run south 99.0 feet to the
point of beginning, together with the im-
provements and appurtenances thereunto
belonging.

Published May 28, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 282 Published 1 times

Date 1st Published: May 28 Amt: 51.12

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 51.12

Proof of Publication Fee: 3.00

TOTAL: 54.12

(signed) Theresa Brown
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 28th
day of May, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Laurel B...

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 426 S. 12th Avenue
- ☐ Invoice #: 96209
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: William C. Chisolm, P.O. Box 665,
Hattiesburg, MS 39403; and all unknown
persons claiming any right, title or interest
in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT
TO §21-19-11 of the Mississippi Code of
1972, as annotated and amended, the
City Council of the City of Hattiesburg will
hold a public hearing at 4:00 p.m. on
Tuesday, June 16, 2020 in the Jackie Dole
Sherrill Community Center, Hattiesburg,
MS to determine whether or not the here-
inafter-described property is in such a
state of uncleanness to be a menace to
the public health and safety of the com-
munity. You have a right to file an answer
and to appear at said hearing in person or
otherwise and to offer your defense, if any.
If, at such hearing, the City Council shall
adjudicate the property in its then condi-
tion to be a menace to the health and
safety of the community, the City of Hat-
tiesburg shall, if the owner will not do so
himself, proceed to have the land cleared
pursuant to the aforesaid statute. The City
of Hattiesburg may then adjudicate the
costs plus penalty of cleaning said prop-
erty and the costs may become assess-
ment against the property, which shall be
a lien against said property all as provided
by statute, to wit: 426 S. 12th Avenue, Hat-
tiesburg, MS

The South 40 ft. of Lot 14 & all of Lot
15, Block 25, Hattiesburg Heights Proper
Survey, City of Hattiesburg, Forrest
County, Mississippi. Also being Parcel #
2-029M-09-116.00 and PPIN #17131

Published May 28, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
senting The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 312 Published 1 times

Date 1st Published: May 28 Amt: 37.44

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 37.44

Proof of Publication Fee: 3.00

TOTAL: 40.44

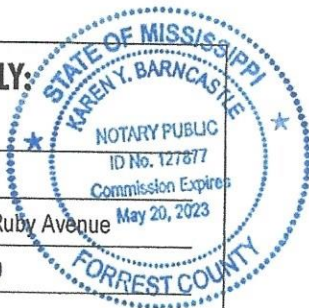
(signed) *Harold Brown*
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 28th
day of May, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) _____

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 508 Ruby Avenue
- ☐ Invoice #: 96209
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Eddie McNair, 914 Quinn Street,
Hattiesburg, MS 39401; and all unknown
persons claiming any right, title or interest
in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT
TO §21-19-11 of the Mississippi Code of
1972, as annotated and amended, the
City Council of the City of Hattiesburg will
hold a public hearing at 4:00 p.m. on
Tuesday, June 16, 2020 in the Jackie Dole
Sherrill Community Center, Hattiesburg,
MS to determine whether or not the here-
inafter-described property is in such a
state of uncleanness to be a menace to
the public health and safety of the com-
munity. You have a right to file an answer
and to appear at said hearing in person or
otherwise and to offer your defense, if any.
If, at such hearing, the City Council shall
adjudicate the property in its then condi-
tion to be a menace to the health and
safety of the community, the City of Hat-
tiesburg shall, if the owner will not do so
himself, proceed to have the land cleared
pursuant to the aforesaid statute. The City
of Hattiesburg may then adjudicate the
costs plus penalty of cleaning said prop-
erty and the costs may become assess-
ment against the property, which shall be
a lien against said property all as provided
by statute, to wit: 508 Ruby Avenue, Hat-
tiesburg, MS

A part of Lot 3 beginning 222 feet
South and 543 feet East of the NW corner
of said Lot 3 and run North 140 feet; East
30 feet; South 140 feet; West 30 feet to
the Point of Beginning; in Block 12, J.E.
Arledge Subdivision of the City of Hatties-
burg, Forrest County, Mississippi; all to-
gether with all improvements thereon and
appurtenances thereunto belonging.

Published May 28, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
senting The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 305 Published 1 times
Date 1st Published: May 28 Amt: 36.60
Date 2nd Published: _____ Amt: _____
Date 3rd Published: _____ Amt: _____
Date 4th Published: _____ Amt: _____
Date 5th Published: _____ Amt: _____
Subtotal Printer's Fee: 36.60
Proof of Publication Fee: 3.00
TOTAL: 39.60

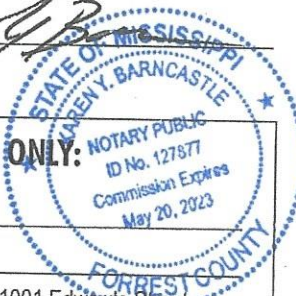
(signed) Hansel Burt
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 28th
day of May, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Karen Y. Barncastle

FOR OFFICE USE ONLY:

- ☐ Em P: _____
☐ App: _____
☐ File Name: CoH - 1001 Edwards Street
☐ Invoice #: 96209
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____



NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Cottrell Memorial CME Church;
and all unknown persons claiming any
right, title or interest in or to the hereinafter
described property.

PLEASE TAKE NOTICE PURSUANT
TO §21-19-11 of the Mississippi Code of
1972, as annotated and amended, the
City Council of the City of Hattiesburg will
hold a public hearing at 4:00 p.m. on
Tuesday, June 16, 2020 in the Jackie Dole
Sherrill Community Center, Hattiesburg,
MS to determine whether or not the here-
inafter-described property is in such a
state of uncleanness to be a menace to
the public health and safety of the com-
munity. You have a right to file an answer
and to appear at said hearing in person or
otherwise and to offer your defense, if any.
If, at such hearing, the City Council shall
adjudicate the property in its then condi-
tion to be a menace to the health and
safety of the community, the City of Hat-
tiesburg shall, if the owner will not do so
himself, proceed to have the land cleared
pursuant to the aforesaid statute. The City
of Hattiesburg may then adjudicate the
costs plus penalty of cleaning said prop-
erty and the costs may become assess-
ment against the property, which shall be
a lien against said property all as provided
by statute, to wit: 1001 Edwards Street,
Hattiesburg, MS

The East 85 feet of Lot One, all of Lot
Two, and the North 65 feet of the East 85
Feet of Lot Four, Block Fourteen, J.E.
ARLEDGE SUBDIVISION, Hattiesburg,
Forrest County, Mississippi, as per map
or plat thereof on file in the office of the
Chancery Clerk of Forrest County, Missis-
sippi, together with all improvements
thereon and appurtenances thereunto be-
longing.

Published May 28, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
senting The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 409 Published 1 times
Date 1st Published: May 28 Amt: 49.08
Date 2nd Published: _____ Amt: _____
Date 3rd Published: _____ Amt: _____
Date 4th Published: _____ Amt: _____
Date 5th Published: _____ Amt: _____
Subtotal Printer's Fee: 49.08
Proof of Publication Fee: 3.00
TOTAL: 52.08

(signed) Haskel Braw
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 28th
day of May, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Karen Barncastle

FOR OFFICE USE ONLY:

- ☐ Em P: _____
☐ App: _____
☐ File Name: CoH - 4301 Mamie Street
☐ Invoice #: 96209
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____



NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Emmett Eugene Williams, P.O. Box
16252 Hattiesburg, MS 39404-6252; and
all unknown persons claiming any right,
title or interest in or to the hereinafter de-
scribed property.

PLEASE TAKE NOTICE PURSUANT
TO §21-19-11 of the Mississippi Code of
1972, as annotated and amended, the
City Council of the City of Hattiesburg will
hold a public hearing at 4:00 p.m. on
Tuesday, June 16, 2020 in the Jackie Dole
Sherrill Community Center, Hattiesburg,
MS to determine whether or not the here-
inafter-described property is in such a
state of uncleanness to be a menace to
the public health and safety of the com-
munity. You have a right to file an answer
and to appear at said hearing in person or
otherwise and to offer your defense, if any.
If, at such hearing, the City Council shall
adjudicate the property in its then condi-
tion to be a menace to the health and
safety of the community, the City of Hat-
tiesburg shall, if the owner will not do so
himself, proceed to have the land cleared
pursuant to the aforesaid statute. The City
of Hattiesburg may then adjudicate the
costs plus penalty of cleaning said prop-
erty and the costs may become assess-
ment against the property, which shall be
a lien against said property all as provided
by statute, to wit: 4301 Mamie Street, Hat-
tiesburg, MS

A part and parcel of the SE ¼ of the
SE ¼ of Section 12, Township 4 North,
Range 14 West, in Lamar County, Missis-
sippi, and further describes as: Com-
mencing at the Northwest corner of the
SE ¼ of the SE ¼ of said Section 12,
Township 4 North, Range 14 West, and
run thence South and along the West line
of said SE ¼ of the SE ¼ for a distance of
268.0 feet; thence at right angles, run East
for a distance of 60.0 feet to the East mar-
gin line of the New Mississippi U.S. No.
Highway 59, as now surveyed and con-
structed for a Point of Beginning; thence
continue East and parallel with the North
line of the said SE ¼ of the SE ¼ for a dis-
tance of 490.0 feet to the East margin line
of the aforementioned New Mississippi
U.S. Highway No. 59 for a distance of
150.0 feet back to the Point of Beginning.

Published May 28, 2020

Case # 1

Case History For

57 Golf Course Rd

Ward: 1

Action Center: 02-20-007618

Date: 2/11/2020

PPIN: 31789

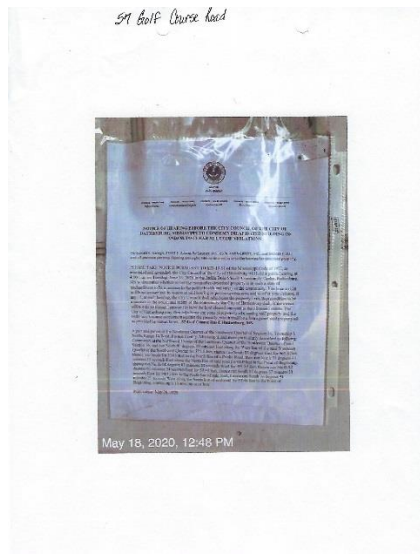
Owner: Donald Garriga

Violations: GAR/RUB, VS, ES

Case History: A Notice of Violation was mailed to the owner of the property for the listed violations. There has been no action to correct the violations at this property. The structure is unsafe, unsanitary, and is a hazard to the community. Code Enforcement is seeking a council resolution to correct the violations at this location, including demolition if necessary.

Inspector:

Kendrick Laster



**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: Donald K. Garriga, 21501 E. Adams Rd Saucier, MS 39574, and MERRITT, INC., and BROCKET, LLC;
and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, June 16, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit: **57 Golf Course Road, Hattiesburg, MS**

A part and parcel of the Southeast Quarter of the Southwest Quarter of Section 36, Township 5 North, Range 14 West, Forrest County, Mississippi, and more particularly described as follows:

Commence at the Northwest Corner of the Southeast Quarter of the Southwest Quarter of said Section 36, and run South 00 degrees 09 minutes East along the West line of the said Southeast Quarter of the Southwest Quarter for 375.0 feet, thence run South 83 degrees East for 565.0 feet, thence run South for 334.0 feet to the North line of a Public Road, then run North 73 degrees 40 minutes 11 seconds East along the North line of said road for 68.0 feet to the Point of Beginning, thence run North 08 degrees 03 minutes 43 seconds West for 99.85 feet, thence run North 82 degrees 01 minutes 54 seconds East for 57.40 feet, thence run South 07 degrees 57 minutes 18 seconds East for 94.50 feet to the North line of said road, thence run South 76 degrees 41 minutes 23 seconds West along the North line of said road for 57.46 feet to the Point of Beginning, containing 0.13 acre, more or less.

Publication: May 28, 2020

57 Golf Course Road
PPIN: 31789

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com™.

OFFICIAL USE

Certified Mail Fee
\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$

BROCKET, LLC
Melanie Ann Prisock
9581 Highway 45 North
Lauderdale, Ms 39335

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com™.

OFFICIAL USE

Certified Mail Fee
\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$

MERRITT, INC.
William Bennett, III
P.O. Box 3520
Meridian, MS 39303

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com™.

OFFICIAL USE

Certified Mail Fee
\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$

DONALD K. GARRIGA
21501 E. Adams Rd.
Saucier, MS 39574

Case # 2

Case History For 508 Ruby Avenue

Ward: 2

Action Center: 01-20-007539

Date: 3/17/2020

PPIN: 12970

Owner: Eddie McNair

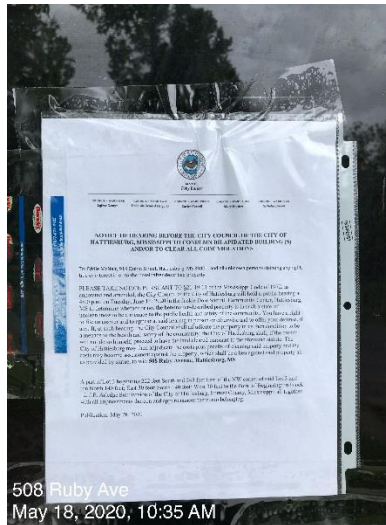
Violations: VS, ID

Case History: The structure burned on 7/21/2019 and has remained in its current state since it has burned. The property has continued to deteriorate since the fire, as the front porch awning has collapsed. The structure poses a risk to the community based on the damage seen to the structure. Efforts have been made to contact the owner without success. The property has been posted with a Notice of Violation since February 4, 2020.

Inspector:

Nathan Satcher

601-554-1009



**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: Eddie McNair, 914 Quinn Street, Hattiesburg, MS 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, June 16, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit: **508 Ruby Avenue, Hattiesburg, MS**

A part of Lot 3 beginning 222 feet South and 543 feet East of the NW corner of said Lot 3 and run North 140 feet; East 30 feet; South 140 feet; West 30 feet to the Point of Beginning; in Block 12, J.E. Arledge Subdivision of the City of Hattiesburg, Forrest County, Mississippi; all together with all improvements thereon and appurtenances thereunto belonging.

Publication: May 28, 2020

508 Ruby Avenue

PPIN: 12970

7017 2400 0001 1421 4392

U.S. Postal Service™

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

JB
Code

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- | | | |
|--|----|--|
| ☐ Return Receipt (hardcopy) | \$ | |
| ☐ Return Receipt (electronic) | \$ | |
| ☐ Certified Mail Restricted Delivery | \$ | |
| ☐ Adult Signature Required | \$ | |
| ☐ Adult Signature Restricted Delivery | \$ | |

Postmark
Here

Postage

Eddie McNair
914 Quinn Street
Hattiesburg, MS 39401

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Case # 3

Case History For

418 E. 8th Street

Ward: 2

Action Center: 04-19-006632

Date: 3/9/2020

PPIN: 25659

Owner: Raymond Martin

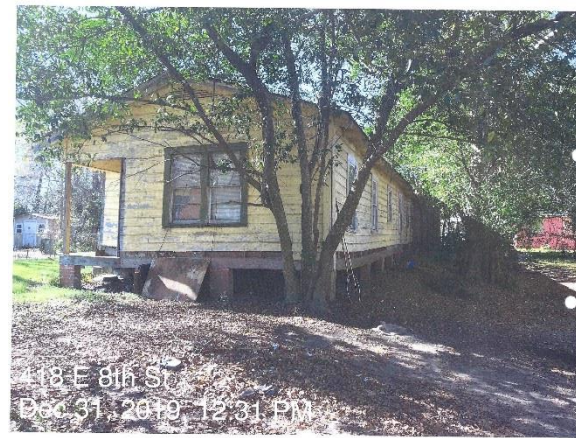
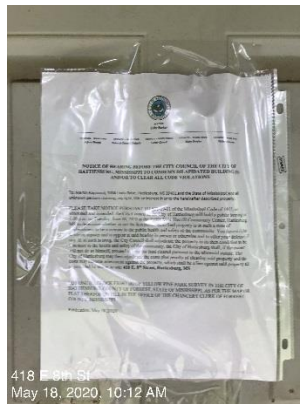
Violations: AS, US, VS

Case History: The Structure is neglected, damaged, dilapidated, unsecured, and abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act. The structure is unsafe and found to be dangerous to the life, health, property or safety of the public or the occupants of the structure. The exterior property is overgrown with vegetation growing in and on the structure.

Inspector:

Nathan Satcher

601-554-1009



**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: Raymond Martin, 1004 Linda Drive, Hattiesburg, MS 39401, and the State of Mississippi; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, June 16, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit: **418 E. 8th Street, Hattiesburg, MS**

LOT ONE (1), BLOCK EIGHT (8) OF YELLOW PINE PARK SURVEY IN THE CITY OF HATTIESBURG, COUNTY OF FORREST, STATE OF MISSISSIPPI, AS PER THE MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI

Publication: May 28, 2020

418 E. 8th Street

PPIN: 25659

7017 2400 0001 1421 4408

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Raymond Martin
1004 Linda Dr.
Hattiesburg, MS 39401

for instructions

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Raymond Martin
219 May Ave.
Hattiesburg, MS 39401

PS Form 3800, April 2015 PSN 7530-02-000-00-01 See Reverse for instructions

Case # 4

Case History For 1001 Edwards Street

Ward: 2

Action Center: 01-20-007501

Date: 3/20/2020

PPIN: 13011

Owner: Cottrell Memorial CME
Church

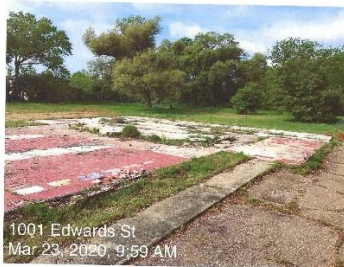
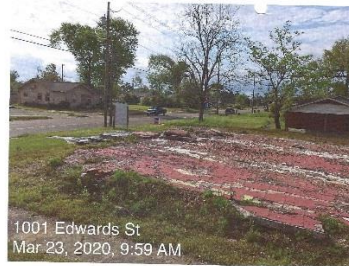
Violations: DS, VS

Case History: The structure was damaged during the tornado of 2017 and has remained in a damaged state since then. The owners have demolished the main building on this parcel but have left the parsonage building, which has continued to deteriorate and serves as a danger and menace to the community.

Inspector:

Nathan Satcher

601-554-1009



**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: Cottrell Memorial CME Church; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, June 16, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit: **1001 Edwards Street, Hattiesburg, MS**

The East 85 feet of Lot One, all of Lot Two, and the North 65 feet of the East 85 Feet of Lot Four, Block Fourteen, J.E. ARLEDGE SUBDIVISION, Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: May 28, 2020

1001 Edwards Street
PPIN: 13011

6544 124T 1000 0042 2102

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THE COTTRELL MEMORIAL
CHRISTIAN METHODIST
EPISCOPAL CHURCH
216 C.R. 514, Ranz MS 38865

PS Form 3800, April 2010 PSN 7530-01-000-9007 See Reverse for Instructions

2244 124T 1000 0042 2102

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THE COTTRELL MEMORIAL
CHRISTIAN METHODIST
5417 Robinson Rd Ext.
Jackson, MS 39204

PS Form 3800, April 2010 PSN 7530-01-000-9007 See Reverse for Instructions

7017 2400 0001 1421 4453

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THE COTTRELL MEMORIAL
CHRISTIAN METHODIST
4466 Elvis Presley Blvd. #300
Memphis, TN 38116

PS Form 3800, April 2010 PSN 7530-01-000-9007 See Reverse for Instructions

9444 124T 1000 0042 2102

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COTTRELL MEMORIAL CMC CHURCH
P.O. Box 1492
Corinth, MS 38835-1492

PS Form 3800, April 2010 PSN 7530-01-000-9007 See Reverse for Instructions

Case # 5

Case History For 4301 Mamie Street

Ward: 3

Action Center: 0-17-005696

Date: 3/12/2020

PPIN: 17780

Owner: Emmett Williams

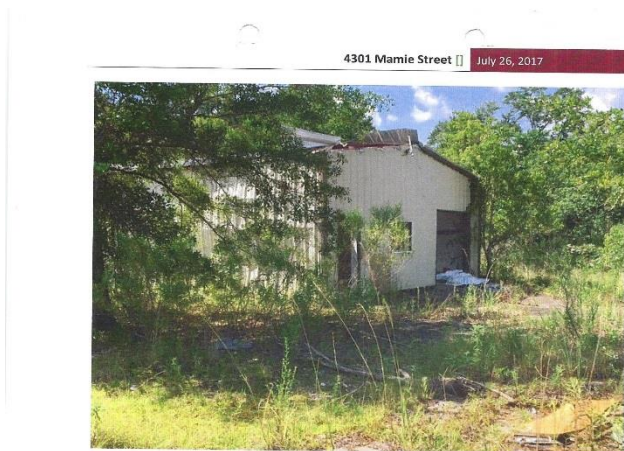
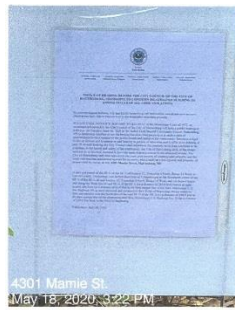
Violations: DB, US, DS

Case History: A Notice of Violation was mailed to the owner of the property for the listed violation and the owner came and signed a Demo Release form. The property was not demolished because the Code Enforcement Division has discontinued the Demo Release procedure. There has been no action to correct the violations at the property. The structure is unsecure, unsafe and is a hazard to the community. Code Enforcement is seeking a council resolution to correct the violations at this location, requesting resolution for emergency repairs or Demolition.

Inspector:

Charles Copeland

601-545-4600



**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: Emmett Eugene Williams, P.O. Box 16252 Hattiesburg, MS 39404-6252; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, June 16, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit: **4301 Mamie Street, Hattiesburg, MS**

A part and parcel of the SE ¼ of the SE ¼ of Section 12, Township 4 North, Range 14 West, in Lamar County, Mississippi, and further describes as: Commencing at the Northwest corner of the SE ¼ of the SE ¼ of said Section 12, Township 4 North, Range 14 West, and run thence South and along the West line of said SE ¼ of the SE ¼ for a distance of 268.0 feet; thence at right angles, run East for a distance of 60.0 feet to the East margin line of the New Mississippi U.S. No. Highway 59, as now surveyed and constructed for a Point of Beginning; thence continue East and parallel with the North line of the said SE ¼ of the SE ¼ for a distance of 490.0 feet to the East margin line of the aforementioned New Mississippi U.S. Highway No. 59 for a distance of 150.0 feet back to the Point of Beginning.

Publication: May 28, 2020

4301 Mamie Street

PPIN: 17780

7017 2400 0001 1421 4460

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Emmett Eugene Williams
P.O. Box 16252
Hattiesburg, MS 39404-6252

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

HATTIESBURG MS
MAY 2020
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Case # 6

Case History For

426 S. 12th Avenue

Ward: 4

Action Center: 07-19-006923

Date: 3/20/2020

PPIN: 17131

Owner: William C. Chisolm

Violations: Gar/Rub, VS, US, ES

Case History: A Notice of Violation was mailed to the owner of the property for the listed violations. The property has been expedited multiple times to correct the violations at the address. There has been no action to correct the violations at this property.

The structure is unsafe, unsanitary and is a hazard to the community. Code Enforcement is seeking a council resolution to correct violations at this location, including demolition if necessary.

Inspector:

Kendrick Laster

601-554-1011



**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: William C. Chisolm, P.O. Box 665, Hattiesburg, MS 39403; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, June 16, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit: **426 S. 12th Avenue, Hattiesburg, MS**

The South 40 ft. of Lot 14 & all of Lot 15, Block 25, Hattiesburg Heights Proper Survey, City of Hattiesburg, Forrest County, Mississippi. Also being Parcel # 2-029M-09-116.00 and PPIN #17131

Publication: May 28, 2020

426 S. 12th Avenue

PPIN: 17131

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William C. Chisolm	
P.O. Box 665	
Hattiesburg, MS 39403	
PS Form 3800, April 2015 PSN 7530-02-000-9047	
See Reverse for Instructions	

JB Code

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HATTIESBURG MS MAY 2020 39401-9998 USPS

Case # 7

Case History For 102 South Street

Ward: 4

Action Center:

12-18-006438 /03-19-006604

Date: 3/20/2020

PPIN: 19729

Owner: Phillip Gattuso

Violations: US, DS

Case History: The structure is unsafe and a hazard to the community with a significant amount of fire damage throughout the structure.

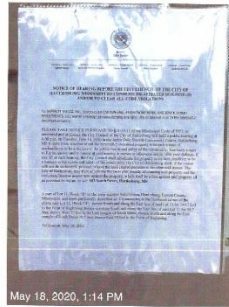
Code Enforcement is seeking a council resolution to correct the violations at this location, requesting demolition.

Inspector:

Kendrick Laster

601-554-1011

102 South Street



**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: BENNETT TAX CO, INC, QUICKSILVER TAX FUNDING, PRIORITYONE BANK, AND SOUTH STREET INVESTMENTS, LLC; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, June 16, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit: **102 South Street, Hattiesburg, MS**

A part of Lot 11, Block “B” of the John Kamper Subdivision, Hattiesburg, Forrest County, Mississippi, and more particularly described as: Commencing at the Northeast corner of the above said Lot 11, Block “B”; thence South and along the East line of said Lot 11 for 140.7 feet to the Point of Beginning; thence continue South and along the East line of said Lot 11 for 39.7 feet; thence West 79 feet to the East margin of South Street; thence North and along the East margin of South Street 39.7 feet; thence East 79 feet to the Point of Beginning.

Publication: May 28, 2020

707 2400 0000 1421 4514

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To (Name) BENNETT TAX CO., INC.	
Address 6991 Hwy 493 North	
City/State/Zip Meridian, MS 39305	
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Total \$_____	
To (Name) QUICKSILVER TAX FUNDING, LLC	
Address 5050 Poplar Avenue, Ste. 909	
City/State/Zip Memphis, TN 38157	
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Total \$_____	
To (Name) PRIORITYONE BANK	
Address Robert Barnes 220 Main Ave. North	
City/State/Zip P.O. Box 516 Magee, MS 39111	

Case # 8

Case History For

110 Martin Luther King Avenue

Ward: 5

Action Center: 02-20-007615

Date: 3/11/2020

PPIN 21680

PPIN 21676

PPIN 32303

PPIN 32304

Owners:

MARTIN LUTHER KING AVENUE
BAPTIST CHURCH

HATTIESBURG BLDG CONTRACTORS

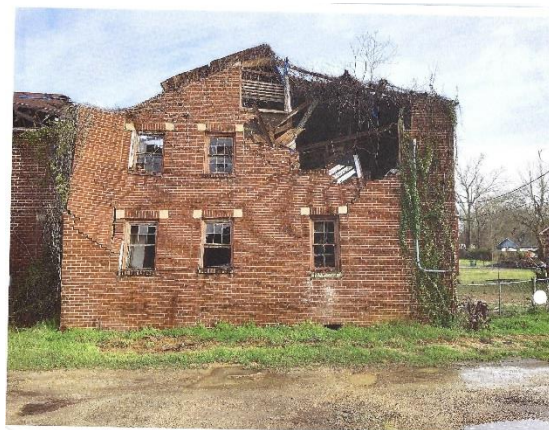
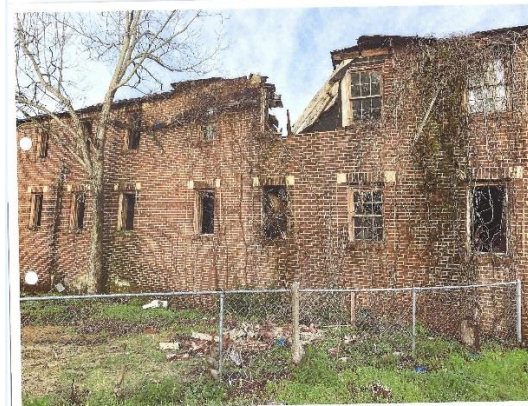
Violations: DS

Case History: A Notice of Violation was mailed to the owners of the property for the listed violations. There has been no action to correct the violations of the property. The structure is unsecure, unsafe, and a hazard to the community. Code Enforcement is seeking a council resolution to correct the violations at this location, requesting resolution for emergency repairs or demolition.

Inspector:

Tywan Kidd

601-554-1007



**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: PPIN 21680: HATTIESBURG BLDG CONTRACTORS; PPIN 21676: MARTIN LUTHER KING AVENUE BAPTIST CHURCH; PPIN 32303: MARTIN LUTHER KING AVENUE BAPTIST; PPIN 32304: MARTIN LUTHER KING AVENUE BAPTIST; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, June 16, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit: **110 Martin Luther King Avenue, Hattiesburg, MS**

PPIN 21680

JPT OF BLK 66 OF DD MCINNIS 3RD SUR, BEG AT THE SWL FO BLK 66-RUN E 180 TH N 60 THE W 160 TH SWLY 70 TO POB DD MCINNIS 3RD ADD Forrest County Parcel No. 2-038C-16-004.00 PPIN 21680

PPIN 21676

PT OF BLK 65 OF D.D. MCINNIS 3RD SUR. BEG AT THE SE CORNER OF BLK 65 RUN W 210' TH N 60' TH E 40' TH N 106' THE 576 E 182' THE S 120' TO POB B543 P221 8/84. Parcel No. 2-038C-16.005.00 PPIN #021676

PPIN 32303

Part of Block 65 of the D.D. McInnis Survey Third Survey: Begin at the NE corner of Block 65 and run West 75 feet for POB, thence West 135 feet, thence South 360 feet, thence East 46 feet, thence North 106.5 feet, thence Southeasterly 182 feet, thence North 221.5, thence West 75 feet, thence North 85 feet to the POB. All in the City of Hattiesburg and Forrest County, Mississippi.

PPIN 32304

Part of Block 66 of the D.D. McInnis Survey Third Survey: Begin at the NW corner of Block 66 and run East 20 feet, thence South 360 feet, thence West 160 feet, thence Northeasterly 380 feet to the POB. All in the City of Hattiesburg and Forrest County, Mississippi.

Publication: May 28, 2020

110 Martin Luther King Avenue

PPIN 21680

PPIN 21676

PPIN 32303

PPIN 32304

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Street and Apt. No., or PO Box No.
110 Martin Luther King Ave
City, State, ZIP+4®
Hattiesburg MS 39401

PS Form 3800, April 2015 PSN 7530-02-000-9007 See Reverse for Instructions

HATTIESBURG MS
MAY 2020
1595011212

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☐ Adult Signature Restricted Delivery \$

Postage
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Total Postage and Fees
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Sent To
Hattiesburg Bldg Contractors / Elvin B. Jackson
Street and Apt. No., or PO Box No.
129 DEERWOOD DRIVE
City, State, ZIP+4®
HATTIESBURG, MS 39402

PS Form 3800, April 2015 PSN 7530-02-000-9007 See Reverse for Instructions

HATTIESBURG MS
MAY 2020
1595011212

Case # 9

Case History For 214 Railroad Avenue

Ward: 5

Action Center: 10-19-007277

Date: 11/12/2019

PPIN: 9706

Owner: David Mitchell

Violations: DS

Case History: This property has been in an abandoned state which has continued for several years. Code Enforcement seeks council resolution to resolve this issue by securing the property, or, if necessary, demolishing the structure.

Inspector:

Tywan Kidd

601-554-1007



**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: David Mitchell, 1867 W Parks Rd., Raymond, MS 39154; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, June 16, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit: **214 Railroad Avenue, Hattiesburg, MS**

LOT ELEVEN (11) BLOCK ONE (1) OF THE W.A. CONNER SUB LOCATED IN SEC.
TWENTY SIX (26) TP FOUR (4) RANGE THIRTEEN (13) WEST

Publication: May 28, 2020

214 Railroad Avenue

PPIN: 9706

7017 2400 0001 1421 4545

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HATTIESBURG, MS
MAY 2020
9998 USPS

David Mitchell
1867 W Parks Rd
Raymond, MS 39154

or Instructions

Case # 10

Case History For

423 Travillion Road

Ward: 5

Action Center: 2-20-007635

Date: 3/20/2020

PPIN: 6589

Owner: Liza Mae Young

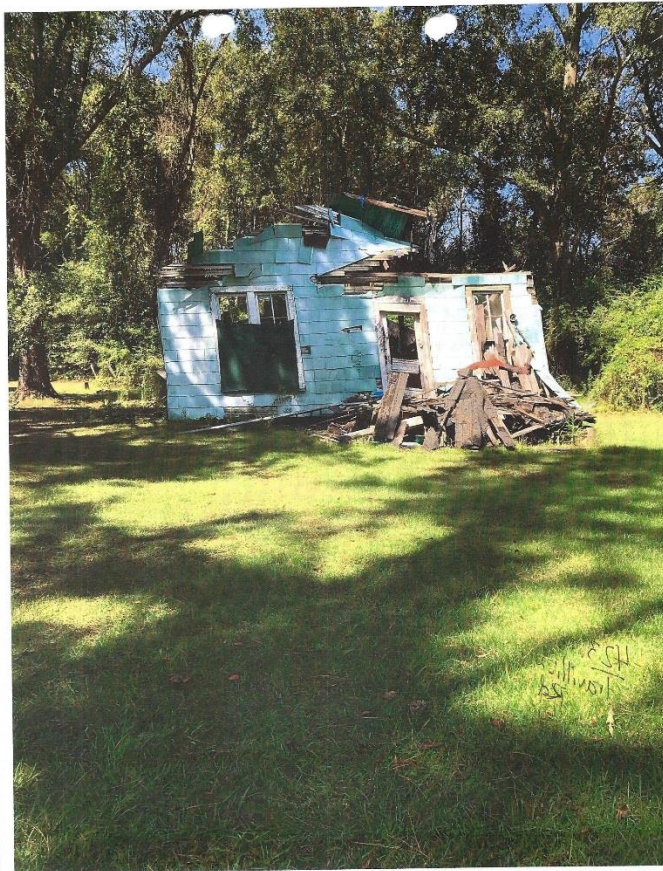
Violations: DS

Case History: A Notice of Violation was mailed to the owner of the property for the listed violations. There has been no action to correct the violations at the property. The structure is unsecure, unsafe, and a hazard to the community. Code Enforcement is seeking a council resolution to correct the violations at this location, requesting resolution for demolition.

Inspector:

Tywan Kidd

601-554-1007



**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: Liza Mae Young, 427 Travillion Rd., Hattiesburg, MS, 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, June 16, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit: **423 Travillion Road, Hattiesburg, MS**

Begin at a point 783.0 feet East of the Northwest corner of the SW ¼ of the SW ¼ of Section 25, Township 4 North, Range 13 West, in said Forrest County, Mississippi, and run East 150.0 feet, thence run North 99.0 feet, thence run West 150.0 feet, thence run south 99.0 feet to the point of beginning, together with the improvements and appurtenances thereunto belonging.

Publication: May 28, 2020

423 Travillion Road

PPIN: 6589

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☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postage
\$
Total

Liza Mae Young
427 Travillion Rd.
Hattiesburg, MS, 39401

PS Form 3800, April 2019 For Instructions

HATTIESBURG, MS
MAY 2020
99401-9998 USPS

Case # 11

Case History For 206 S. 24th Avenue

Ward: 2

Action Center: 01-19-006448

Date: 4/30/2020

PPIN: 16597

Owner: Dorothy Heard

Violations: GAR/RUB, OR, DB, Accessory Structure

Case History: A Notice of Violation was mailed to the owner of the property for the listed violations. There has been no action to correct the violations at the property.

The Property is an eyesore to the community and has countless complaints from citizens in this Historic District. Code Enforcement is seeking a council resolution to correct all violations at this address, including cleaning and clearing the property of debris, litter, junk, and rubbish and demolishing the dilapidated accessory structure.

Inspector:

Kendrick Laster

601-554-1011



**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: Dorothy Heard, 206 S. 24th Ave., Hattiesburg, MS 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, June 16, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit: **206 S. 24th Avenue, Hattiesburg, MS**

Lot 21, in Block 12 of the Hattiesburg Heights Fourth Survey or addition to the City of Hattiesburg, Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Publication: May 28, 2020

206 S. 24th Avenue

PPIN: 16597

7017 2400 0001 1421 4569

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☐ Adult Signature Required	\$	
☐ Adult Signature Restricted Delivery	\$	

Postage \$

To \$

City \$

State \$

Zip \$

Dorothy Heard
206 S. 24th Avenue
Hattiesburg, MS 39401

Postmark Here
HATTIESBURG MS
20 MAY 2020
20-447-9998 USPS

PS Form 3800, April 2019. Instructions: www.usps.com/forms



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ronda Cole, Clerk of Council

cc:

Date: Tuesday, June 16, 2020

Re: Approve the minutes for the June 2, 2020 meeting of the City Council.
File Number: 2020-394
Minute Book #

Summary

According to Miss. Code Ann. § 21-15-33, "the minutes of every municipality must be adopted and approved by a majority of all the members of the governing body of the municipality at the next regular meeting or within thirty (30) days of the meeting thereof, whichever occurs first....."

Recommendation Statement

I recommend approval of the minutes.

Please place this on the June 16, 2020 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, June 16, 2020

Re: Take from the table petition filed by filed by P&L Rental LLC, Agustina & Oscar Leal, Owners, to paint exterior brick at 512 6th Ave (W4); Hattiesburg Historic Conservation Commission voted to Deny on March 11, 2020.
File Number: 2020-364
Minute Book #

Summary

Hattiesburg Historic Conservation Commission (HHCC) – 512 6th Ave. paint exterior brick, Ward 4

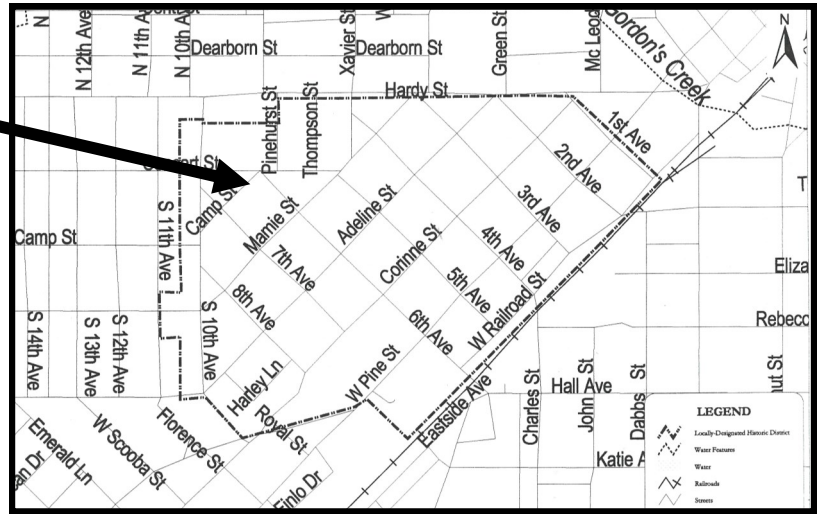
Recommendation Statement

Approve or Deny the petition filed by filed by P&L Rental LLC, Agustina & Oscar Leal, Owners, to paint exterior brick at 512 6th Ave

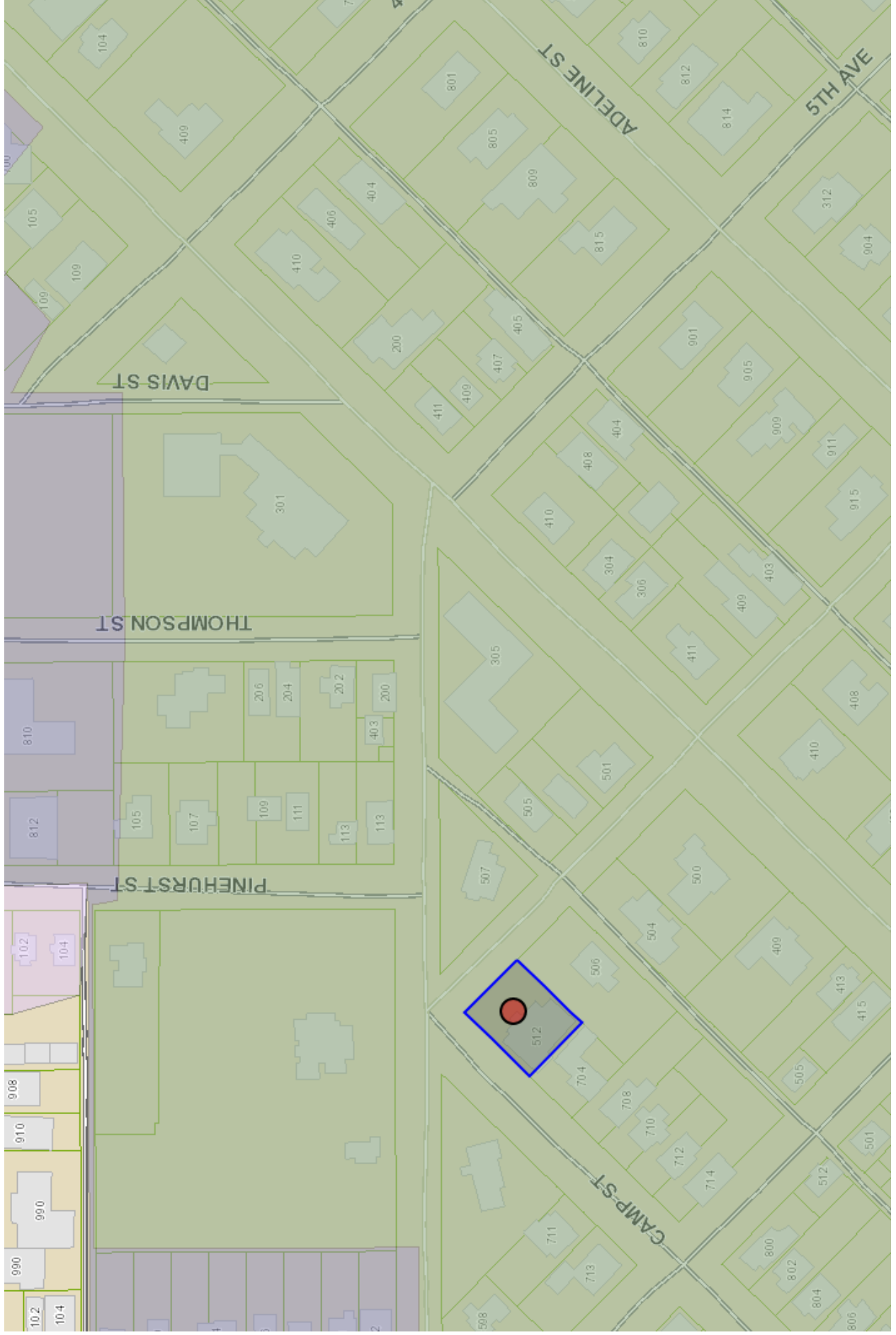
Please place this on the June 16, 2020 City Council meeting for consideration.

Application Data Sheet—Item 3

Construction Date: c1940



512 6th Ave.



Adjacent Properties





Department of Archives and History
P.O. Box 571
Jackson, MS 39205

HISTORIC RESOURCES INVENTORY

THE OAKS DISTRICT

1. a. Property name, historic

b. Property name, common

House

2. Property address / descriptive location

512 6th Avenue
Hattiesburg, MS 39401

3. Legal description (and acreage, if required) (see instructions)

NE 20' of NW $\frac{1}{2}$ Lot 14 and all NW $\frac{1}{2}$ Lot 15 & 16 Blk. Q
Block 00Q
Kamper & Whinnery Ext. 2

4. Former / historic use(s)

Residence

5. Present use

Residence

6. Significant persons, events or themes associated with property

7. Date(s) of association with significant persons, events or themes

8. Date of construction

☒ estimated

☐ documented

1972

9. Date(s) of historic changes, if any

☐ moved

☐ enlarged / altered

10. Architect

☐ documented ☐ attributed

11. Builder / contractor

☐ documented ☐ attributed

12. Brief description

One-story traditional house with multiple gable roofs and boxed eaves. The entrance porch takes on the form of a portico and is supported on slender columns. The symmetrical facade has 8/8 double-hung windows. There is a garage on the rear.

13. Outbuildings or secondary elements (if significant use separate form)

14. MDAH Inventory Code

15. County

FORREST

16. City or town

HATTIESBURG

☐ vicinity of

17. Was interior surveyed?

No

18. Survey seq. no.

598

19. Ownership

☐ federal

☐ state

☐ county

☐ city

☐ quasi-public agency

☐ non-profit organization

☒ private

20. USGS quadrangle map

21. UTM reference (if required) (see instructions)

22. Condition

☒ excellent

☐ good

☐ fair

☐ deteriorated

☐ ruins

☐ no visible remains

☐ incorporated into later structure

23. Post-historic changes and dates

24. Principal materials

Walls: Brick Veneer

Roof: Shingle/Asb.

25. Architectural character or style

Traditional

THIS SECTION FOR MDAH USE ONLY

26. Category

27. Functional type

28. Registration status and dates

☐ NHL

☐ listed NR

☐ in NR district

☐ federal DOE

☐ state landmark

☐ local landmark

☐ in local district

☐ HABS / HAER

29. If located in historic district

a. Name of district

b. Rating

☐ pivotal

☐ contributing

☐ marginal

☐ noncontributing

☐ intrusion

c. District element number



30. Architectural or historical importance, if any

This house appears to have no histroical significance.

31. Historical or thematic context(s), if applicable

35. Owner's name and address (see instructions)

Mary Elizabeth Faulkner Mapp
P.O. Drawer 110
Hattiesburg, MS 39401

32. Additional remarks or continuation of other sections

36. Photographer or photo source

Robert J. Cangelosi, Jr.

37. Photo roll and frame number(s)

2296-28

38. Photo date

25 May 1990

33. Sources of information

Forrest County Assessors Records
Sanborn Insurance Maps 1910,15,25,31,61
City Directories 1905,10,18,21,27,29,35,37,39,41

39. Inventory form completed by
(name and organization)

Robert J. Cangelosi, Jr.
Koch and Wilson Architects

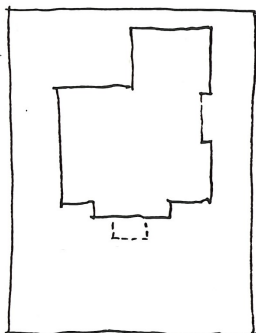
40. Survey project name

1990 Hattiesburg Survey

41. Date form completed

June 29, 1990

34. Sketch of site plan. (Include north arrow. Show outline of building shape and locations of outbuildings.)



512 6TH AVE.

THIS SECTION FOR MDAH USE ONLY

42. Other information in HPD files

43. Evaluation

- a. ☐ already listed in NR
☐ appears individually eligible
☐ potentially eligible if restored
☐ would contribute to district
☐ does not appear eligible
☐ insufficient information
☐ not applicable / not extant

b. Area(s) of significance

c. Evaluated by

d. Date of evaluation

Application for a Certificate of Appropriateness
to Hattiesburg Historic Conservation Commission
for a proposed exterior change to a property within designated historic districts

Historic District _____
Property address: 512 6th Ave, Hattiesburg MS 39401
Present zoning: _____

Office Use Only

Received _____

Complete _____

HHCC review _____

Action _____

Applicant: P & L Rental LLC
Address: 203 Southampton Rd
Hattiesburg, MS 39401
Phone: 601-818-9359

Owner: SAMS
Address: SAMS
Phone: SAMS

Signature and permission of Applicant / date:

Agustino Pami / 02/24/20

If the applicant is not the owner, include a letter from the owner authorizing the change.

I hereby authorize City of Hattiesburg staff access to the property for taking pictures and documentation.

Proposed starting date: ASAP

Briefly describe the proposed project / Proposed Alterations
(attach additional sheets as needed):

PAINT EXTERIOR BRICKS - A LOT OF
THE HOUSES AROUND THE NEIGHBORHOOD
ARE PAINTED AND WE BELIEVE THE
HOUSE WILL LOOK MORE ATTRACTIVE.

NOTE: Appropriate support materials for each proposed change as required must be submitted to complete this application.

Incomplete applications will not be reviewed by the commission.

DEADLINE: Applications and support materials must be submitted by 5 p.m. Wednesday, 14 days prior to the regular HHCC meeting, normally the second Wednesday of each month.

- ☐ New Buildings and New Additions
- ☐ Major Restoration, Rehabilitation or Remodeling
- ☐ Site Changes – tree removal, fences, walks, driveways, parking and signs

- ☐ Demolition and Relocation

Required support materials must be attached. Please see *Checklist for Required Support Materials* on the next page.

Project photos from 2-21-20



**MINUTES OF THE MEETING OF THE
HATTIESBURG HISTORIC CONSERVATION COMMISSION**

Wednesday, March 11, 2020

The Hattiesburg Historic Conservation Commission met February 12, 2020, at 12:00 p.m. in the Dining Room of the Jackie Dole Sherrill Community Center, 220 W. Front St., Hattiesburg, Mississippi. Tom Boldo presided as Chair.

Commissioners present: Tom Boldo, Chair
Mary Halliwell
Rion Snowden
Glenn Nees
Patti Mowery
Michael Anderson
Cory Ferraez

Commissioners absent: Margaret Dwight Shelton
Glenn Nees

Staff present: Russell Archer, Historic Preservation Planner
Ginger Lowrey, Planning Manager
Wiley Quinn, Manager, Code Enforcement Division
Andy Parker, City Arborist

Staff absent: Andrew Ellard, Director of Urban Development

AGENDA

There came the matter of the agenda for the meeting of March 11, 2020. A motion was made by Commissioner Mowery and seconded by Commissioner Snowden to approve the agenda as submitted. The motion carried.

MINUTES

There came the matter of the minutes for the February, 2020, meeting. Commissioner Mowery asked for a correction to page two of the minutes: where the second public hearing item reads 3003 S. 24th Ave., it should read 303 S. 24th Ave. A motion was made by Commissioner Halliwell and seconded by Commissioner Mowery that the minutes be approved with the specified correction. The motion carried.

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Charles Westfall, Owner, requesting approval to construct a storage shed at 202 S 23rd Ave. in the Parkhaven Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Charles Westfall	Owner/Applicant
Others to speak:	none	

- Discussion and Vote** Commissioner Halliwell asked the applicant if he would consider using horizontal siding rather than board and batten. The applicant indicated that he was agreeable to the suggestion.
- Motion:** Approve the application provided that horizontal siding is utilized rather than the proposed board and batten siding.
- Motion made by:** Mary Halliwell
- Motion seconded by:** Patti Mowery
- Commissioners voting aye:** All present and voting
- Commissioners voting nay:** None
- Commissioners abstaining:** None

The motion carried.

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Ronda Norris, Owner, requesting approval for a new deck and carport and new exterior doors at 507 Newman St. in the Newman-Buschman Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Ronda Norris	Owner/Applicant
Others to speak:	Jacob Burns	Parkhaven Resident

- Discussion and Vote** Commissioner Mowery recommended that lap siding, such as Hardi-board, be installed in the area of the back wall that is currently without siding. Commissioner Halliwell recommended that French Doors with divided lights be used at the rear deck area rather than sliding glass doors. Several commissioners inquired about whether or not the code required a railing around the deck. Staff reported that the height of the deck would need to be verified and, if it exceeded 30” then a railing would be required.
- Motion:** Approve the following work items from the original application: front door replacement, enclosing the remaining eaves where rafter tails are exposed, new carport (provided that the roof line falls below the existing eaves of the house), French Doors at the rear with divided lights, and construction of new deck; approve the following work item as an addendum to the original application: enclosing the remaining eaves where rafter tails are now exposed; approve the following work items via email to allow for additional specifications to be submitted: rear siding and deck railing.
- Motion made by:** Rion Snowden
- Motion seconded by:** Patti Mowery

Commissioners voting aye: All present and voting
Commissioners voting nay: None
Commissioners abstaining: None

The motion carried.

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by P&L Rental, LLC, Owner, requesting approval to paint exposed brick at 512 6th Ave. in the Oaks Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Agustina Pesci Leal	Owner/Applicant
Others to speak:	Martha Williams	Resident of the Oaks District

Discussion and Vote Commissioner Boldo stated that the HHCC had previously denied a request to paint exposed brick based upon the recommendations and cautions outlined in the Design Guidelines Manual, and he was not inclined to vote for the request at hand. Several Commissioners agreed with Commissioner Boldo and inquired about the possibility of removing the paint safely, without harming the brick. Staff shared that more research would be necessary to determine if the paint could safely be removed. Commissioner Anderson stated that the painting of the brick constituted a change in the architectural character of the house and that he was not in favor of the change, based upon the recommendations outlined in the Design Guidelines Manual.

Motion: Deny the application as submitted based upon the recommendations outlined in the Design Guidelines Manual, pertaining to brick maintenance and pertaining to the retention of architectural character.

Motion made by: Tom Boldo
Motion seconded by: Michael Anderson

Commissioners voting aye: Tom Boldo, Michael Anderson, Rion Snowden, Patti Mowery, Mary Halliwell
Commissioners voting nay: Cory Ferraez
Commissioners abstaining: None

The motion carried.

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Jacob Burns, Owner, requesting approval for exterior renovations at 202 S. 20th Ave. in the Parkhaven Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Jacob Burns	Owner/Applicant
Others to speak:	none	

Discussion and Vote

Commissioner Anderson stated that he was in favor of the new proposed front walkways. Commissioner Halliwell stated that she was not in favor of replacing several of the original windows, especially with modern windows that don’t replicate the character or configuration of the original windows. The applicant stated that he would be willing to install windows with simulated divided lights in order to replicate the original window configurations, including the two windows underneath the front porch which are 15/15 double-hung wood sash, but he would prefer 4/1 windows in the bedrooms. Commissioner Mowery expressed concern over the proposed replacement columns for the front porch and she recommended using simple box columns. Commissioner Halliwell expressed concern over the style of the proposed replacement front door. The applicant stated that he would be willing to look at other options but only those with no lights/glazing.

Motion:

Approve the following components of the original application: replacement window for kitchen, additional replacement windows with simulated divided lights to match the original configuration, replacement windows for bedroom area with 4/1 configuration, new front walkway; deny the proposed front porch columns; approve 8x8 straight box columns; deny proposed front door and request resubmittal to the Historic Planner for a possible electronic vote.

- Motion made by:** Rion Snowden
- Motion seconded by:** Mary Halliwell
- Commissioners voting aye:** All present and voting
- Commissioners voting nay:** None
- Commissioners abstaining:** None

The motion carried.

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Sarah Greer, Owner, requesting approval for a new carport at 506 Rebecca Ave. in the Hattiesburg Historic Neighborhood District.

	<u>Name</u>	<u>Title</u>
Presented by:	Sarah Greer	Owner/Applicant
Others to speak:	Ronda Norris	Resident of the Hattiesburg Historic Neighborhood

Discussion and Vote Commissioner Anderson and Commissioner Halliwell expressed concerns over the exposed metal walls of the proposed carport structure. Options for covering the metal from the outside were discussed. Commissioner Snowden expressed concern over the asymmetric roof gable of the carport structure and suggested that the pitch be symmetric.

Motion: Approve the application provided that the roof has a symmetric gable pitch and provided that a wall is added on the Ronie Street side of the structure, and provided that exterior lap siding is used over the top of the metal to provide an appearance that is more in keeping with the residential character of the neighborhood.

Motion made by: Rion Snowden

Motion seconded by: Mary Halliwell

Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

The motion carried.

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by James Miller, Owner, requesting approval for exterior renovations at 201 ½ E. 3rd St. in the North Main Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	James P. Miller, Jr.	Owner/Applicant
Others to speak:	none	

Discussion and Vote

Motion: Approve the application as submitted

Motion made by: Michael Anderson

Motion seconded by: Patti Mowery

Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

The motion carried.

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed R&M Investments, Owner, requesting approval for exterior renovations at 2202 ½ Adeline St. in the Parkhaven Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Michael Anderson	Owner/Applicant
Others to speak:	none	

Discussion and Vote Commissioner Mowery inquired about whether or not the deck would have a railing. The applicant stated that he was still undecided about installing a railing. Commissioner Mowery recommended installing a wood corner post at the front porch in the location where a wrought iron post was previously.

Motion: Approve the application provided that a wood porch post is installed at the front porch.

Motion made by: Patti Mowery

Motion seconded by: Mary Halliwell

Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

The motion carried.

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by the City of Hattiesburg Urban Forestry Division, requesting to remove a tree from the right-of-way at 515 Bay St. in the Hattiesburg Historic Neighborhood District.

	<u>Name</u>	<u>Title</u>
Presented by:	Andy Parker	City Arborist
Others to speak:	none	

Discussion and Vote

Motion: Approve the application as submitted

Motion made by: Mary Halliwell

Motion seconded by: Michael Anderson

Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

The motion carried.

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed the City of Hattiesburg Urban Forestry Division, requesting to remove a tree from the right-of-way at 307 6th Ave. in the Oaks Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Andy Parker	City Arborist
Others to speak:	none	

Discussion and Vote

<u>Motion:</u>	Approve the application as submitted
<u>Motion made by:</u>	Mary Halliwell
<u>Motion seconded by:</u>	Michael Anderson
<u>Commissioners voting aye:</u>	All present and voting
<u>Commissioners voting nay:</u>	None
<u>Commissioners abstaining:</u>	None

The motion carried.

Other Business

There came the matter of the City Arborist’s report. Mr. Parker gave a report.

There came the matter of the Code Official’s report. Mr. Quinn gave a report.

There came the matter of the Coordinator’s report. Mr. Archer gave a report and provided the Commissioners with information regarding the upcoming “Preservation Boot Camp” to be held by the MS Department of Archives and History in Jackson.

There being no further business, upon motion duly made by Commissioner Anderson and seconded by Commissioner Halliwell, and unanimously approved, the meeting was adjourned at 2:10 p.m.

Respectfully submitted,

Tom Boldo, Chair

Russell Archer, Recording Secretary/ Historic Planner



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Wiley Quinn, Code Enforcement Division Manager

Date: Tuesday, June 16, 2020

Re: Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.
File Number: 2020-370
Minute Book #

Summary

Adopt Resolutions of Condemnation 6 16 2020

Recommendation Statement

I recommend the adoption of resolutions determining that the properties listed in the following attachments are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Please place this on the June 16, 2020 City Council meeting for consideration.



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: Wiley Quinn, Code Enforcement Division Manager

DATE: June 16, 2020

RE: Adopt Condemnation Resolutions

I recommend the adoption of resolutions determining the following properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

	Address	PPIN	Ward	Violations
1.	57 Golf Course Rd.	31789	1	GAR/RUB VS,US
2.	508 Ruby Ave.	12970	2	VS, ID
3.	418 E. 8 th St.	25659	2	AS, US, VS
4.	1001 Edwards St.	13011	2	DS, VS
5.	4301 Mamie St.	17780	3	DS, US, ID
6.	426 S. 12 th Ave.	17131	4	GAR/RUB VS, US
7.	102 South St.	19729	4	US, DS
8.	110 Martin Luther King Ave.	21680	5	DS
		21676		
		32303		

32304

9.	214 Railroad Ave.	09706	5	DS	Garbage & Rubbish =GAR/R/UB
10.	423 Travillion Rd.	06589	5	DS	
11.	206 S. 24 th Ave.	16597	4	OR, DB, GAR/RUB, Accessory Structure	

Dilapidated Building=DB
Dangerous Structure=DS
Imminent Danger=ID
Overgrown Lot=OGL
Open Storage=OS
Unsafe Structure=US
Abandoned Vehicle=AV
Abandoned Structure=AS
Vacant Structure=VS
Owner Responsibility=OR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

57 Golf Course Road

WHEREAS, on the 5th day of May, 2020, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 16th day of June, 2020, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

A part and parcel of the Southeast Quarter of the Southwest Quarter of Section 36, Township 5 North, Range 14 West, Forrest County, Mississippi, and more particularly described as follows:

Commence at the Northwest Corner of the Southeast Quarter of the Southwest Quarter of said Section 36, and run South 00 degrees 09 minutes East along the West line of the said Southeast Quarter of the Southwest Quarter for 375.0 feet, thence run South 83 degrees East for 565.0 feet, thence run South for 334.0 feet to the North line of a Public Road, then run North 73 degrees 40 minutes 11 seconds East along the North line of said road for 68.0 feet to the Point of Beginning, thence run North 08 degrees 03 minutes 43 seconds West for 99.85 feet, thence run North 82 degrees 01 minutes 54 seconds East for 57.40 feet, thence run South 07 degrees 57 minutes 18 seconds East for 94.50 feet to the North line of said road, thence run South 76 degrees 41 minutes 23 seconds West along the North line of said road for 57.46 feet to the Point of Beginning, containing 0.13 acre, more or less.

WHEREAS, the owner of the property is Donald K. Garriga, 21501 E. Adams Rd Saucier, MS 39574, and MERRITT, INC., and BROCKET, LLC;

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

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

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Garbage and Rubbish (International Property Maintenance Code 308.1)
Vacant Structure (International Property Maintenance Code 301.3)
Exterior Structure (International Property Maintenance Code 304.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

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

The above and foregoing Resolution, 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 16th day of June, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of June, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

508 Ruby Avenue

WHEREAS, on the 5th day of May, 2020, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 16th day of June, 2020, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

A part of Lot 3 beginning 222 feet South and 543 feet East of the NW corner of said Lot 3 and run North 140 feet; East 30 feet; South 140 feet; West 30 feet to the Point of Beginning; in Block 12, J.E. Arledge Subdivision of the City of Hattiesburg, Forrest County, Mississippi; all together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is Eddie McNair, 914 Quinn Street, Hattiesburg, MS 39401

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

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

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Vacant Structure (International Property Maintenance Code 301.3)
Imminent Danger (International Property Maintenance Code 109.1)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

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

The above and foregoing Resolution, 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 16th day of June, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of June, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

418 E. 8th Street

WHEREAS, on the 5th day of May, 2020, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 16th day of June, 2020, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

LOT ONE (1), BLOCK EIGHT (8) OF YELLOW PINE PARK SURVEY IN THE CITY OF HATTIESBURG, COUNTY OF FORREST, STATE OF MISSISSIPPI, AS PER THE MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI

WHEREAS, the owner of the property is Raymond Martin, 1004 Linda Drive, Hattiesburg, MS 39401, and the State of Mississippi

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

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

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Vacant Structure (International Property Maintenance Code 301.3)

Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

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

The above and foregoing Resolution, 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 16th day of June, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of June, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

1001 Edwards Street

WHEREAS, on the 5th day of May, 2020, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 16th day of June, 2020, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

The East 85 feet of Lot One, all of Lot Two, and the North 65 feet of the East 85 Feet of Lot Four, Block Fourteen, J.E. ARLEDGE SUBDIVISION, Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is Cottrell Memorial CME Church

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

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

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Vacant Structure (International Property Maintenance Code 301.3)
Dangerous Structure (International Property Maintenance Code 108.1.5.5)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

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

The above and foregoing Resolution, 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 16th day of June, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of June, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

4301 Mamie Street

WHEREAS, on the 5th day of May, 2020, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 16th day of June, 2020, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

A part and parcel of the SE ¼ of the SE ¼ of Section 12, Township 4 North, Range 14 West, in Lamar County, Mississippi, and further describes as: Commencing at the Northwest corner of the SE ¼ of the SE ¼ of said Section 12, Township 4 North, Range 14 West, and run thence South and along the West line of said SE ¼ of the SE ¼ for a distance of 268.0 feet; thence at right angles, run East for a distance of 60.0 feet to the East margin line of the New Mississippi U.S. No. Highway 59, as now surveyed and constructed for a Point of Beginning; thence continue East and parallel with the North line of the said SE ¼ of the SE ¼ for a distance of 490.0 feet to the East margin line of the aforementioned New Mississippi U.S. Highway No. 59 for a distance of 150.0 feet back to the Point of Beginning.

WHEREAS, the owner of the property is Emmett Eugene Williams, P.O. Box 16252 Hattiesburg, MS 39404-6252

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

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

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7)
Dangerous Structure (International Property Maintenance Code 108.1.5.5)
Imminent Danger (International Property Maintenance Code 109.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

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

The above and foregoing Resolution, 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 16th day of June, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of June, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

426 S. 12th Avenue

WHEREAS, on the 5th day of May, 2020, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 16th day of June, 2020, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

The South 40 ft. of Lot 14 & all of Lot 15, Block 25, Hattiesburg Heights Proper Survey, City of Hattiesburg, Forrest County, Mississippi. Also being Parcel # 2-029M-09-116.00 and PPIN #17131

WHEREAS, the owner of the property is William C. Chisolm, P.O. Box 665, Hattiesburg, MS 39403

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

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

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Vacant Structure (International Property Maintenance Code 301.3)
Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7)
Garbage and Rubbish (International Property Maintenance Code 308.1)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

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

The above and foregoing Resolution, 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 16th day of June, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of June, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

102 South Street

WHEREAS, on the 5th day of May, 2020, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 16th day of June, 2020, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

A part of Lot 11, Block "B" of the John Kamper Subdivision, Hattiesburg, Forrest County, Mississippi, and more particularly described as: Commencing at the Northeast corner of the above said Lot 11, Block "B"; thence South and along the East line of said Lot 11 for 140.7 feet to the Point of Beginning; thence continue South and along the East line of said Lot 11 for 39.7 feet; thence West 79 feet to the East margin of South Street; thence North and along the East margin of South Street 39.7 feet; thence East 79 feet to the Point of Beginning.

WHEREAS, the owner of the property is BENNETT TAX CO, INC, QUICKSILVER TAX FUNDING, PRIORITYONE BANK, AND SOUTH STREET INVESTMENTS, LLC

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

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

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7)
Dangerous Structure (International Property Maintenance Code 108.1.5.5)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney,

the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

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

The above and foregoing Resolution, 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 16th day of June, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of June, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

110 Martin Luther King Avenue

WHEREAS, on the 5th day of May, 2020, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 16th day of June, 2020, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PPIN 21680

JPT OF BLK 66 OF DD MCINNIS 3RD SUR, BEG AT THE SWL FO BLK 66-RUN E 180 TH N 60 TH W 160 TH SWLY 70 TO POB DD MCINNIS 3RD ADD Forrest County Parcel No. 2-038C-16-004.00 PPIN 21680

PPIN 21676

PT OF BLK 65 OF D.D. MCINNIS 3RD SUR. BEG AT THE SE CORNER OF BLK 65 RUN W 210' TH N 60' TH E 40' TH N 106' THE 576 E 182' THE S 120' TO POB B543 P221 8/84. Parcel No. 2-038C-16.005.00 PPIN #021676

PPIN 32303

Part of Block 65 of the D.D. McInnis Survey Third Survey: Begin at the NE corner of Block 65 and run West 75 feet for POB, thence West 135 feet, thence South 360 feet, thence East 46 feet, thence North 106.5 feet, thence Southeasterly 182 feet, thence North 221.5, thence West 75 feet, thence North 85 feet to the POB. All in the City of Hattiesburg and Forrest County, Mississippi.

PPIN 32304

Part of Block 66 of the D.D. McInnis Survey Third Survey: Begin at the NW corner of Block 66 and run East 20 feet, thence South 360 feet, thence West 160 feet, thence Northeasterly 380 feet to the POB. All in the City of Hattiesburg and Forrest County, Mississippi.

WHEREAS, the owner of the property is PPIN 21680: HATTIESBURG BLDG CONTRACTORS; PPIN 21676: MARTIN LUTHER KING AVENUE BAPTIST CHURCH; PPIN 32303: MARTIN LUTHER KING AVENUE BAPTIST; PPIN 32304: MARTIN LUTHER KING AVENUE BAPTIST

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

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

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Unsafe Structures or Equipment (International Fire Code 110.1.1)
Dilapidated Building (International Property Maintenance Code 304.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

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

The above and foregoing Resolution, 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:

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 16th day of June, 2020.

(SEAL)

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of June, 2020.

APPROVED:

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

214 Railroad Avenue

WHEREAS, on the 5th day of May, 2020, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 16th day of June, 2020, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

LOT ELEVEN (11) BLOCK ONE (1) OF THE W.A. CONNER SUB LOCATED IN SEC.
TWENTY SIX (26) TP FOUR (4) RANGE THIRTEEN (13) WEST

WHEREAS, the owner of the property is David Mitchell, 1867 W Parks Rd., Raymond, MS 39154

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

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

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7)
Dangerous Structure (International Property Maintenance Code 108.1.5.5)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

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

The above and foregoing Resolution, 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 16th day of June, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of June, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

423 Travillion Road

WHEREAS, on the 5th day of May, 2020, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 16th day of June, 2020, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Begin at a point 783.0 feet East of the Northwest corner of the SW ¼ of the SW ¼ of Section 25, Township 4 North, Range 13 West, in said Forrest County, Mississippi, and run East 150.0 feet, thence run North 99.0 feet, thence run West 150.0 feet, thence run south 99.0 feet to the point of beginning, together with the improvements and appurtenances thereunto belonging.

WHEREAS, the owner of the property is Liza Mae Young, 427 Travillion Rd., Hattiesburg, MS, 39401

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

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

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dangerous Structure (International Property Maintenance Code 108.1.5.5)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

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

The above and foregoing Resolution, 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 16th day of June, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of June, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

206 S. 24th Avenue

WHEREAS, on the 5th day of May, 2020, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 16th day of June, 2020, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Lot 21, in Block 12 of the Hattiesburg Heights Fourth Survey or addition to the City of Hattiesburg, Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is Dorothy Heard, 206 S. 24th Ave.

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

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

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Garbage and Rubbish (International Property Maintenance Code 308.1)
Owner Responsibility (International Property Maintenance Code 301.2)
Accessory Structure (International Property Maintenance Code 302.7)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private

contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

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

The above and foregoing Resolution, 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 16th day of June, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of June, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, June 16, 2020

Re: Adopt a Resolution designating the City of Hattiesburg voting delegates for voting in the 2020 Mississippi Municipal League election.
File Number: 2020-392
Minute Book #

Summary

Adopt a Resolution designating the City of Hattiesburg voting delegates for voting in the 2020 Mississippi Municipal League election.

Recommendation Statement

I recommend adoption of this resolution.

Please place this on the June 16, 2020 City Council meeting for consideration.

RESOLUTION
RESOLUTION APPOINTING
MISSISSIPPI MUNICIPAL LEAGUE
2020 VOTING DELEGATES
FOR THE CITY OF HATTIESBURG

Whereas, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal clerks and Collectors Association, to be held each year at the summer convention, to elect a second vice president and to vote on any proposed bylaw changes; and

Whereas, the amended bylaws require the governing authority board (Alderman, City Council, City Commission) to designate in its minutes the voting delegate and one alternate to cast the vote for each member municipality.

NOW, THEREFORE, BE IT RESOLVED BY, THE COUNCIL OF THE CITY OF HATTIESBURG:

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for 2020 Mississippi Municipal League election to be held at the annual convention on September 2nd with a run-off (if necessary) on September 3rd , 2020 are as follows:

Voting Delegate: Toby Barker, Mayor

First Alternate: Carter Carroll, City Council member, Ward 3

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

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, to-wit:

YEAS:

NAYS:

16th The President thereby declared the motion carried and the resolution adopted, this the day of June, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing resolution, having been submitted to and approved by the Mayor, this the 16th day of June, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Connie Everett, Interim CFO

cc:

Date: Tuesday, June 16, 2020

Re: Adopt the June 16, 2020 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2020 and Adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.
File Number: 2020-385
Minute Book #

Summary

The City is requesting adoption of budget amendments and adoption of a Resolution authorizing publication of amendments in excess of 10% of the originally appropriated fund balance.

Recommendation Statement

I recommend adoption of the budget amendments and Resolution authorizing publication of amendments in excess of 10% of the originally appropriated fund balance.

Please place this on the June 16, 2020 City Council meeting for consideration.

MEMORANDUM

TO : **Mayor Barker, Members of City Council**
FROM : **Connie Everett, Interim CFO**
DATE : **June 16, 2020**
SUBJECT : **Proposed Amendments, FY 2020**

Below is a list of the most significant proposed amendments to the FY 2020 General Fund budget:

- New grant for Behavioral Health Court in the amount of \$697,527
- Increase budget for prisoner housing by \$300,000
- Decrease sales tax budget by \$1,400,000 due to COVID-19
- Decrease personal services budgets for positions removed

Attached is a more detailed list of proposed changes to the General Fund, detailing the impact to the Fund's budgeted ending cash. Descriptions are also included for proposed changes to the budgets of other funds.

If you have questions concerning the information presented, please give me a call.

RECAP OF PROPOSED AMENDMENTS**June 16, 2020****FY 2020****GENERAL FUND:****Budgeted Ending Cash as amended** **2,501,050**

Amendments to Revenues:

Federal grant - Municipal Court	697,527
Reduction of sales tax budget	(1,400,000)

Total Amendments to Revenues	(702,473)
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Amendments to Expenditures:

City Council - adjust budget for telephone; document scanning	(3,500)
Municipal Court - salary reductions; grant award	(691,259)
Mayor/Admin - salary budget reductions	94,934
Mun. Clerk - salary budget reductions	15,933
Accounting - salary budget reductions	7,827
Urban Dev - salary budget reductions	55,260
MPO - salary budget reductions	19,100
Police - salary budget reductions	82,729
Police/Fire Training - adjust overtime budget	(600)
Code Enf. - salary budget reductions	32,482
P/S Contractual Svcs. - prisoner housing cost	(300,000)
Traffic Maint - salary budget reductions	33,665
Streets - salary budget reductions	68,114
Shop - salary reductions; utilities cost	39,104
Construction - salary budget reductions	83,596
Sanitation - salary reductions; vehicle repair	24,110
Street Cleaning - budget gasoline expense	(705)
Health - salary budget reductions	155,783
Animal Control - salary budget reductions	9,552
Cemetery - salary budget reductions	21,175
Parking Garages - salary budget reductions	13,294
Transfers - lower transfers	100,000

Total Amendments to General Fund Expenditures	(139,406)
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Budgeted Ending Cash, as Amended	<u>\$ 1,659,171</u>
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PARKS & RECREATION FUND:

Salary budget reductions	\$ 126,017
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2020 TAX INCREMENT FINANCING (PLANET FITNESS) BOND & INT FUND:

Budget for payment of principal and intgerest	\$	13,122
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MUNICIPAL ROAD & BRIDGE Fund:

Budget funds received for Concart Street zoo entrance	\$	170,000
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INFRASTRUCTURE IMPR - INTERNET SALES TAX FUND:

Budget remainder of fiscal year salary for project manager	\$	12,457
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COMMUNITY CENTERS FUND:

Salary budget reductions	\$	33,180
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CDBG FUND:

Budget funds received from CARES Act	\$	321,280
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RESOLUTION

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi, have determined that expenditures within the City will exceed the original budget appropriation; and

WHEREAS, the additional appropriation needed is in excess of ten percent (10%) of the original appropriation, and in accordance with Section 21-35-25 of the Mississippi Code of 1972, as amended, shall be published;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HATTIESBURG:

Section 1. That the following budget amendments are hereby authorized to be made in the City's General Fund General Government Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$4,518,591	\$1,087,315	\$5,605,906	Adjust budget for grant award

Section 2. That the following budget amendments are hereby authorized to be made in the City's General Fund Public Safety Contractual Services Other Services & Charges

Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$918,000	\$300,000	\$1,218,000	Adjust budget for prisoner housing costs

Section 3. That the following budget amendments are hereby authorized to be made in the City's TIF Debt Service (Planet Fitness) Fund Principal Payments Unappropriated

Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$9,282	\$9,282	Budget for payment of principal for TIF debt

Section 4. That the following budget amendments are hereby authorized to be made in the City's TIF Debt Service (Planet Fitness) Fund Interest Payments Unappropriated

Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$3,840	\$3,840	Budget for payment of interest for TIF debt

Section 5. That the following budget amendments are hereby authorized to be made in the City's Police Forfeitures Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ 16,601	\$88,063	\$104,664	Budget for purchase of equipment with forfeiture funds

Section 6. That the following budget amendments are hereby authorized to be made in the City's TIF Debt Service (Midtown Market) Fund Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$11	\$11	Budget for bank service charges

Section 7. That the following budget amendments are hereby authorized to be made in the City's Municipal Road & Bridge Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$3,921,000	\$405,110	\$4,326,110	Budget funds for road improvements

Section 8. That the following budget amendments are hereby authorized to be made in the City's Community Development Block Grant Fund Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$223,602	\$221,280	\$444,882	Budget funds received from CARES Act

Section 9. That the following budget amendments are hereby authorized to be made in the City's Special Sales Tax/Parks/Recreation/USM Improvements Fund Personal Services Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$12,457	\$12,457	Budget remaining fiscal year salary for project manager

Section 10. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Councilperson _____, seconded by Councilperson _____, and was adopted by the following, to wit;

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 16th day of June, 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of June, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2020

	Original FY 2020 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	Proposed June Amend'ts	Proposed Amended Budgets
<u>Revenues & Beg. Cash Balance:</u>							
Taxes -Other	\$40,000		\$40,000		\$40,000		\$40,000
Licenses & Permits	4,397,600		4,397,600		\$4,397,600		\$4,397,600
Intergovernmental Revenues:							\$0
Federal	1,285,567	9,377	1,294,944	10,000	\$1,304,944	697,527	\$2,002,471
State	202,595	-43,873	158,722	102,400	\$261,122		\$261,122
State-Shared	23,358,000		23,358,000		\$23,358,000	-1,400,000	\$21,958,000
County/City Shared	22,218	36,300	58,518	5,000	\$63,518		\$63,518
Charges for Services:					\$0		\$0
Public Safety	295,000		295,000	100,000	\$395,000		\$395,000
Streets	0		0		\$0		\$0
Sanitation	2,245,000		2,245,000		\$2,245,000		\$2,245,000
Misc.	0		0		\$0		\$0
Fines & Forf.	1,043,300		1,043,300		\$1,043,300		\$1,043,300
Misc. Revenues	302,400	121,000	423,400	4,750	\$428,150		\$428,150
Transfers-In	850,000		850,000		\$850,000		\$850,000
Non-Revenue Receipts	237,412		237,412	1,297,782	\$1,535,194		\$1,535,194
TOTAL REVENUES EXCLUSIVE OF PROPERTY TAXES	\$34,279,092	\$122,804	\$34,401,896	\$1,519,932	\$35,921,828	-\$702,473	\$35,219,355
Beg. Fund Balance	8,400,000	994,348	9,394,348		\$9,394,348		9,394,348
Less Reserve for Court Technology	-900,000	-14,503	-914,503		-\$914,503		-914,503
Less Reserve for Future Debt Service	-1,800,000	1,800,000	0		\$0		0
Property Tax Levy	18,400,000	335,000	18,735,000		\$18,735,000		18,735,000
TOTAL AVAIL. REVENUES	\$58,379,092	\$3,237,649	\$61,616,741	\$1,519,932	\$63,136,673	-\$702,473	\$62,434,200

THE GENERAL FUND EXPENDITURE BUDGETS:

001003	City Council						
	Personnel	\$362,805		\$362,805		\$362,805	362,805
	Supplies & Expenses	3,400		3,400		\$3,400	3,400
	Other Services & Charges	251,500		251,500		\$251,500	3,500
	Capital Outlays	6,000		6,000		\$6,000	6,000
	Total - City Council	\$623,705	\$0	\$623,705	\$0	\$623,705	\$3,500
001015	City Court						
	Personnel	\$1,090,201		\$1,090,201		\$1,090,201	-\$25,260
	Supplies & Expenses	59,925	1,719	61,644	-28,761	\$32,883	3,121
	Other Services & Charges	529,694	80,000	609,694	26,110	\$635,804	713,398
	Capital Outlays	0		0		\$0	0
	Total - City Court	\$1,679,820	\$81,719	\$1,761,539	-\$2,651	\$1,758,888	\$691,259
001020	Mayor/Admin.						
	Personnel	\$817,694		\$817,694		\$817,694	-\$94,934
	Supplies & Expenses	15,350		15,350		\$15,350	15,350
	Other Services & Charges	194,965		194,965	3,750	\$198,715	198,715
	Capital Outlays	5,000		5,000		\$5,000	5,000
	Total - Mayor/Admin.	\$1,033,009	\$0	\$1,033,009	\$3,750	\$1,036,759	-\$94,934
001030	Elections						
	Personnel	\$0		\$0		\$0	\$0
	Supplies & Expenses	1,400		1,400		\$1,400	1,400
	Other Services & Charges	45,550		45,550		\$45,550	45,550
	Capital Outlays	0		0		\$0	0
	Total - Elections	\$46,950	\$0	\$46,950	\$0	\$46,950	\$0
001040	Muni. Clerk						
	Personnel	\$323,178		\$323,178	-\$25,084	\$298,094	-\$15,933
	Supplies & Expenses	5,300		5,300		\$5,300	5,300
	Other Services & Charges	48,852	6,825	55,677		\$55,677	55,677
	Capital Outlays	0		0		\$0	0
	Total - Muni Clerk	\$377,330	\$6,825	\$384,155	-\$25,084	\$359,071	-\$15,933
001042	Accounting						
	Personnel	\$321,940		\$321,940	\$4,571	\$326,511	-\$7,827
	Supplies & Expenses	5,750		5,750		\$5,750	5,750
	Other Services & Charges	1,730		1,730		\$1,730	1,730
	Capital Outlays	0		0		\$0	0
	Total - Accounting	\$329,420	\$0	\$329,420	\$4,571	\$333,991	-\$7,827
001045	Purchasing						

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2020

	Original FY 2020 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	Proposed June Amend'ts	Proposed Amended Budgets
Personnel	\$126,415		\$126,415		\$126,415		\$126,415
Supplies & Expenses	3,100		3,100		\$3,100		3,100
Other Services & Charges	2,605	129	2,734		\$2,734		2,734
Capital Outlays	0		0		\$0		0
Total - Purchasing	\$132,120	\$129	\$132,249	\$0	\$132,249	\$0	\$132,249
001060 City Attorney							
Personnel	\$95,655		\$95,655		\$95,655		\$95,655
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	5,000		5,000		\$5,000		5,000
Capital Outlays	0		0		\$0		0
Total - City Attorney	\$100,655	\$0	\$100,655	\$0	\$100,655	\$0	\$100,655
001080 Human Resources							
Personnel	\$188,812		\$188,812		\$188,812		\$188,812
Supplies & Expenses	9,600		9,600		\$9,600		9,600
Other Services & Charges	6,100		6,100		\$6,100		6,100
Capital Outlays	0		0		\$0		0
Total - Human Resources	\$204,512	\$0	\$204,512	\$0	\$204,512	\$0	\$204,512
001081 Loss Control							
Personnel	\$70,065		\$70,065		\$70,065		\$70,065
Supplies & Expenses	6,900		6,900		\$6,900		6,900
Other Services & Charges	4,000		4,000		\$4,000		4,000
Capital Outlays	0		0		\$0		0
Total - Loss Control	\$80,965	\$0	\$80,965	\$0	\$80,965	\$0	\$80,965
001090 Urban Development							
Personnel	\$724,472		\$724,472		\$724,472	-\$55,260	\$669,212
Supplies & Expenses	29,150		29,150	1,000	\$30,150		30,150
Other Services & Charges	86,850	51,925	138,775		\$138,775		138,775
Capital Outlays	0		0		\$0		0
Total - Urban Dev.	\$840,472	\$51,925	\$892,397	\$1,000	\$893,397	-\$55,260	\$838,137
001091 Information Systems							
Personnel	\$300,520	\$3,755	\$304,275		\$304,275		\$304,275
Supplies & Expenses	54,125		54,125		\$54,125		54,125
Other Services & Charges	589,945		589,945		\$589,945		589,945
Capital Outlays	243,703		243,703	12,651	\$256,354		256,354
Total - Inf. Systems	\$1,188,293	\$3,755	\$1,192,048	\$12,651	\$1,204,699	\$0	\$1,204,699
001092 Gen. Gov't Building							
Personnel			\$0		\$0		\$0
Supplies & Expenses	21,600		21,600		\$21,600		21,600
Other Services & Charges	172,100		172,100		\$172,100		172,100
Capital Outlays	0	1,899	1,899		\$1,899		1,899
Total - Gen. Gov't Building	\$193,700	\$1,899	\$195,599	\$0	\$195,599	\$0	\$195,599
001093 Intermodal Facility (Depot) O & M:							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	14,700		14,700		\$14,700		14,700
Other Services & Charges	81,100	36,338	117,438		\$117,438		117,438
Capital Outlays	0		0		\$0		0
Total - Depot O & M	\$95,800	\$36,338	\$132,138	\$0	\$132,138	\$0	\$132,138
001094 Metro Planning							
Personnel	\$235,281		\$235,281		\$235,281	-\$19,100	\$216,181
Supplies & Expenses	19,000		19,000		\$19,000		19,000
Other Services & Charges	149,200	165,340	314,540		\$314,540		314,540
Capital Outlays	0		0		\$0		0
Total - Metro Planning	\$403,481	\$165,340	\$568,821	\$0	\$568,821	-\$19,100	\$549,721
001095 Gen. Gov't Insurance/Other serv.							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	1,000		1,000		\$1,000		1,000
Other Services & Charges	2,349,400		2,349,400		\$2,349,400		2,349,400
Capital Outlays			0		\$0		0
Total - Gen. Gov't Insur/other Serv.	\$2,350,400	\$0	\$2,350,400	\$0	\$2,350,400	\$0	\$2,350,400
001096 Federal Programs Administration							

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2020

	Original FY 2020 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	Proposed June Amend'ts	Proposed Amended Budgets
Personnel	\$0		0		\$0		0
Supplies	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Capital Outlay	0		0		\$0		0
Total - Federal Programs Admin.	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Recap - General Government Cost Centers							
Personnel	\$4,657,038	\$3,755	\$4,660,793	-\$20,513	\$4,640,280	-\$218,314	\$4,421,966
Supplies & Expenses	\$250,300	\$1,719	\$252,019	-\$27,761	\$224,258	\$3,121	\$227,379
Other Services & Charges	\$4,518,591	\$340,557	\$4,859,148	\$29,860	\$4,889,008	\$716,898	\$5,605,906
Capital Outlays	\$254,703	\$1,899	\$256,602	\$12,651	\$269,253	\$0	\$269,253
Total - Gen. Government	\$9,680,632	\$347,930	\$10,028,562	-\$5,763	\$10,022,799	\$501,705	\$10,524,504
001100 Police							
Personnel	\$11,350,274	\$7,810	\$11,358,084		\$11,358,084	-\$82,729	\$11,275,355
Supplies & Expenses	729,324	38,000	767,324		\$767,324	-5,000	762,324
Other Services & Charges	644,796	9,043	653,839		\$653,839	5,000	658,839
Capital Outlays	0	117,353	117,353		\$117,353		117,353
Total - Police	\$12,724,394	\$172,206	\$12,896,600	\$0	\$12,896,600	-\$82,729	\$12,813,871
001131 Police & Fire Training							
Personnel	\$41,107		\$41,107		\$41,107	\$600	\$41,707
Supplies & Expenses	108,175		108,175	10,000	\$118,175		118,175
Other Services & Charges	71,356	-311	71,045		\$71,045		71,045
Capital Outlays	2,002	4,213	6,215		\$6,215		6,215
Total - Police & Fire Training	\$222,640	\$3,902	\$226,542	\$10,000	\$236,542	\$600	\$237,142
001160 Fire							
Personnel	\$8,727,232		\$8,727,232		\$8,727,232		\$8,727,232
Supplies & Expenses	323,068	34,300	357,368	5,000	\$362,368		362,368
Other Services & Charges	313,109		313,109		\$313,109		313,109
Capital Outlays	0		0		\$0		0
Total - Fire Dept.	\$9,363,409	\$34,300	\$9,397,709	\$5,000	\$9,402,709	\$0	\$9,402,709
001180 Code Enforcement							
Personnel	\$652,212		\$652,212		\$652,212	-\$32,482	\$619,730
Supplies & Expenses	26,450		26,450		\$26,450		26,450
Other Services & Charges	261,700		261,700		\$261,700		261,700
Capital Outlays	0		0		\$0		0
Total - Code Enforcement	\$940,362	\$0	\$940,362	\$0	\$940,362	-\$32,482	\$907,880
001190 Contractual Services - Public Safety							
Personnel	\$281,300		\$281,300	\$100,000	\$381,300		\$381,300
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	918,000		918,000		\$918,000	300,000	1,218,000
Capital Outlays	0		0		\$0		0
Total - Cont. Serv. - Public Safety	\$1,199,300	\$0	\$1,199,300	\$100,000	\$1,299,300	\$300,000	\$1,599,300
Public Services Cost Centers:							
001191 Traffic Maint.							
Personnel	\$367,751		\$367,751		\$367,751	-\$33,665	\$334,086
Supplies & Expenses	221,872		221,872		\$221,872		221,872
Other Services & Charges	46,447		46,447		\$46,447		46,447
Capital Outlays	0		0		\$0		0
Total - Traffic Maint.	\$636,070	\$0	\$636,070	\$0	\$636,070	-\$33,665	\$602,405
001201 Streets							
Personnel	\$1,092,124		\$1,092,124	\$1,636	\$1,093,760	-\$68,114	\$1,025,646
Supplies & Expenses	450,986	20,490	471,476		\$471,476		471,476
Other Services & Charges	1,666,300	454,410	2,120,710		\$2,120,710		2,120,710
Capital Outlays	300,000		300,000		\$300,000		300,000
Total - Streets	\$3,509,410	\$474,900	\$3,984,310	\$1,636	\$3,985,946	-\$68,114	\$3,917,832
001202 Street Lights							
Personnel			\$0		\$0		\$0
Supplies & Expenses			0		\$0		0
Other Services & Charges	1,310,000	10,000	1,320,000		\$1,320,000		1,320,000
Capital Outlays	0		0		\$0		0
Total - Street Lights	\$1,310,000	\$10,000	\$1,320,000	\$0	\$1,320,000	\$0	\$1,320,000

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2020

	Original FY 2020 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	Proposed June Amend'ts	Proposed Amended Budgets
001203 Engineering							
Personnel	\$443,598		\$443,598		\$443,598		\$443,598
Supplies & Expenses	11,075		11,075		\$11,075		11,075
Other Services & Charges	308,487	60,000	368,487		\$368,487		368,487
Capital Outlays	0		0		\$0		0
Total - Engineering	\$763,160	\$60,000	\$823,160	\$0	\$823,160	\$0	\$823,160
001204 Shop							
Personnel	\$535,610		\$535,610	\$2,454	\$538,064	-\$41,104	\$496,960
Supplies & Expenses	48,386		48,386		\$48,386	-2,000	46,386
Other Services & Charges	39,484	2,000	41,484		\$41,484	4,000	45,484
Capital Outlays	0		0		\$0		0
Total - Shop	\$623,480	\$2,000	\$625,480	\$2,454	\$627,934	-\$39,104	\$588,830
001205 GOFS							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	6,620		6,620		\$6,620	-1,400	5,220
Other Services & Charges	18,150		18,150		\$18,150	1,400	19,550
Capital Outlays	0	10,750	10,750		\$10,750		10,750
Total - GOFS	\$24,770	\$10,750	\$35,520	\$0	\$35,520	\$0	\$35,520
001206 Drainage							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	51,800		51,800		\$51,800	-2,000	49,800
Other Services & Charges	63,800	54,300	118,100		\$118,100	2,000	120,100
Capital Outlays	712,310		712,310		\$712,310		712,310
Total - Drainage	\$827,910	\$54,300	\$882,210	\$0	\$882,210	\$0	\$882,210
001207 Construction							
Personnel	\$824,826		\$824,826		\$824,826	-\$83,596	\$741,230
Supplies & Expenses	137,900		137,900		\$137,900		137,900
Other Services & Charges	108,132		108,132		\$108,132		108,132
Capital Outlays	0		0		\$0		0
Total - Construction	\$1,070,858	\$0	\$1,070,858	\$0	\$1,070,858	-\$83,596	\$987,262
001220 Sanitation							
Personnel	\$1,586,432		1,586,432	-\$4,772	\$1,581,660	-\$24,110	\$1,557,550
Supplies & Expenses	371,770	3,000	374,770		\$374,770		374,770
Other Services & Charges	1,425,295		1,425,295		\$1,425,295	40,000	1,465,295
Capital Outlays	287,000	-36,750	250,250		\$250,250	-40,000	210,250
Total - Sanitation	\$3,670,497	-\$33,750	\$3,636,747	-\$4,772	\$3,631,975	-\$24,110	\$3,607,865
001221 Street Cleaning							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0	705	705
Other Services & Charges	0		0		\$0		0
Capital Outlays	0		0		\$0		0
Total - Street Cleaning	\$0	\$0	\$0	\$0	\$0	\$705	\$705
001250 Health							
Personnel	\$1,611,425		\$1,611,425	-\$70,807	\$1,540,618	-\$155,783	\$1,384,835
Supplies & Expenses	178,685	-3,585	175,100		\$175,100		175,100
Other Services & Charges	7,100		7,100		\$7,100		7,100
Capital Outlays	0		0		\$0		0
Total - Health	\$1,797,210	-\$3,585	\$1,793,625	-\$70,807	\$1,722,818	-\$155,783	\$1,567,035
Recap - Public Services:							
Personnel	\$6,461,766	\$0	\$6,461,766	-\$71,489	\$6,390,277	-\$406,372	\$5,983,905
Supplies & Expenses	\$1,479,094	19,905	1,498,999	0	\$1,498,999	-4,695	1,494,304
Other Services & Charges	\$4,993,195	580,710	5,573,905	0	\$5,573,905	47,400	5,621,305
Capital Outlays	\$1,299,310	-26,000	1,273,310	0	\$1,273,310	-40,000	1,233,310
Total - Public Services	\$14,233,365	\$574,615	\$14,807,980	-\$71,489	\$14,736,491	-\$403,667	\$14,332,824
001260 Animal Control							
Personnel	\$167,939		\$167,939		\$167,939	-\$9,552	\$158,387
Supplies & Expenses	15,400		15,400		\$15,400		15,400
Other Services & Charges	182,125		182,125		\$182,125		182,125
Capital Outlays	0		0		\$0		0
Total - Animal Control	\$365,464	\$0	\$365,464	\$0	\$365,464	-\$9,552	\$355,912
001280 Human/Social Assist.							

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2020

	Original FY 2020 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	Proposed June Amend'ts	Proposed Amended Budgets
Personnel			\$0		\$0		\$0
Supplies & Expenses			0		\$0		0
Other Services & Charges	288,500		288,500	92,400	\$380,900		380,900
Capital Outlays			0		\$0		0
Total - Human/Social Assist.	\$288,500	\$0	\$288,500	\$92,400	\$380,900	\$0	\$380,900
001402 Economic Dev.							
Personnel			\$0		\$0		\$0
Supplies & Expenses			0		\$0		0
Other Services & Charges	360,810		360,810	92,002	\$452,812		452,812
Capital Outlays		1,800,000	1,800,000		\$1,800,000		1,800,000
Total - Economic Dev.	\$360,810	\$1,800,000	\$2,160,810	\$92,002	\$2,252,812		\$2,252,812
001460 Debt Service							
Principal	\$702,600	\$93,871	\$796,471	\$1,318,301	\$2,114,772		\$2,114,772
Interest	412,310	\$27,541	\$439,851	-\$20,519	\$419,332		\$419,332
Paying Agent Fee	3,000		\$3,000		\$3,000		\$3,000
Total Debt Service	\$1,117,910	\$121,412	\$1,239,322	\$1,297,782	\$2,537,104	\$0	\$2,537,104
001551 Airport							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	32,000		32,000		\$32,000		32,000
Other Services & Charges	47,550		47,550		\$47,550		47,550
Capital Outlays	0		0		\$0		0
Total - Airport	\$79,550	\$0	\$79,550	\$0	\$79,550	\$0	\$79,550
001553 Cemetery							
Personnel	\$821,001		\$821,001		\$821,001	-\$21,175	\$799,826
Supplies & Expenses	79,650	3,000	82,650		\$82,650		82,650
Other Services & Charges	60,801	26,000	86,801		\$86,801		86,801
Capital Outlays	65,200		65,200		\$65,200		65,200
Total - Cemetery	\$1,026,652	\$29,000	\$1,055,652	\$0	\$1,055,652	-\$21,175	\$1,034,477
001560 Parking Garages							
Personnel	\$124,288		\$124,288		\$124,288	-\$13,294	\$110,994
Supplies & Expenses	6,950		6,950		\$6,950		6,950
Other Services & Charges	54,950		54,950		\$54,950		54,950
Capital Outlays	0		0		\$0		0
Total - Parking Garages	\$186,188	\$0	\$186,188	\$0	\$186,188	-\$13,294	\$172,894
Transfers to Other Funds	\$3,850,150	393,000	\$4,243,150		\$4,243,150	-100,000	\$4,143,150
EXPENDITURES & TRANSFERS	\$55,639,326	\$3,476,365	\$59,115,691	\$1,519,932	\$60,635,623	\$139,406	\$60,775,029
<i>Recap - General Fund</i>							
Personnel	\$33,284,157	\$11,565	\$33,295,722	\$7,998	\$33,303,720	-\$783,318	\$32,520,402
Supplies & Expenses	3,050,411	96,924	3,147,335	-12,761	3,134,574	-6,574	3,128,000
Other Services & Charges	12,718,483	955,999	13,674,482	214,262	13,888,744	1,069,298	14,958,042
Capital Outlays	1,621,215	1,897,465	3,518,680	12,651	3,531,331	-40,000	3,491,331
Principal Payments	702,600	93,871	796,471	1,318,301	2,114,772	0	2,114,772
Interest Payments	412,310	27,541	439,851	-20,519	419,332	0	419,332
Total - Gen. Fund Cost Centers	\$51,789,176	\$3,083,365	\$54,872,541	\$1,519,932	\$56,392,473	\$239,406	\$56,631,879
Transfers to Other Funds	3,850,150	393,000	4,243,150	0	4,243,150	-100,000	4,143,150
Total - Expenditures & Transfers	\$55,639,326	\$3,476,365	\$59,115,691	\$1,519,932	\$60,635,623	\$139,406	\$60,775,029
Ending Cash Budget	\$2,739,766	-\$238,716	\$2,501,050	\$0	\$2,501,050	-\$841,879	\$1,659,171

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2020

	Original FY 2020 Budgets	November Amend'ts	Amended Budgets	Feb/March Amend'ts	Amended Budgets	Proposed June Amend'ts	Proposed Amended Budgets
Parks & Recreation (Fund #2):							
002300 Recreation Maint. Cost Center							
Personnel	\$1,530,340		\$1,530,340		\$1,530,340	-\$64,407	\$1,465,933
Supplies & Expenses	387,000		387,000		\$387,000		387,000
Other Services & Charges	498,702		498,702		\$498,702		498,702
Capital Outlays	149,000	42,654	191,654	20,000	\$211,654		211,654
Total - Recreation Maint.	\$2,565,042	\$42,654	\$2,607,696	\$20,000	\$2,627,696	-\$64,407	\$2,563,289
002315 Recreation Admin.							
Personnel	\$626,870		\$626,870		\$626,870	-\$61,610	\$565,260
Supplies & Expenses	86,800		86,800		\$86,800		86,800
Other Services & Charges	466,492		466,492		\$466,492		466,492
Capital Outlays	0		0		\$0		0
Total - Recreation Admin.	\$1,180,162	\$0	\$1,180,162	\$0	\$1,180,162	-\$61,610	\$1,118,552
Kamper Park Zoo							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Capital Outlays	0		0		\$0		0
Total - Kamper Park	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Recap - Parks & Recreation Fund:							
Personnel	\$2,157,210	\$0	\$2,157,210	\$0	\$2,157,210	-\$126,017	\$2,031,193
Supplies & Expenses	473,800	0	473,800	0	\$473,800	0	\$473,800
Other Services & Charges	965,194	0	965,194	0	\$965,194	0	\$965,194
Capital Outlays	149,000	42,654	191,654	20,000	\$211,654	0	\$211,654
Total - Recreation Maint.	\$3,745,204	\$42,654	\$3,787,858	\$20,000	\$3,807,858	-\$126,017	\$3,681,841
Municipal Fire Protection (Fund #5):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	68,500		68,500		\$68,500		68,500
Other Services & Charges	60,200		60,200		\$60,200		60,200
Capital Outlays	262,100		262,100		\$262,100		262,100
Principal Payments	239,500		239,500		\$239,500		239,500
Interest Payments	10,700		10,700		\$10,700		10,700
Total - Municipal Fire Prot. Fund	\$641,000	\$0	\$641,000	\$0	\$641,000	\$0	\$641,000
Special Streets (Fund #8):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		\$0
Other Services & Charges	100,000		100,000		\$100,000		100,000
Capital Outlays	0		0		\$0		0
Total - Special Streets	\$100,000	\$0	\$100,000	\$0	\$100,000	\$0	\$100,000
Water & Sewer Operation & Maint. (Fund #9):							
009660 Customer Accounts Cost Center							
Personnel	\$690,940		\$690,940		\$690,940	\$705	\$691,645
Supplies & Expenses	52,000		52,000		\$52,000		52,000
Other Services & Charges	266,200		266,200		\$266,200		266,200
Capital Outlays	20,000		20,000		\$20,000		20,000
Total - Customer Accounts	\$1,029,140	\$0	\$1,029,140	\$0	\$1,029,140	\$705	\$1,029,845
009672 Water Transmission Cost Center							
Personnel	\$856,320		\$856,320		\$856,320	\$10,141	\$866,461
Supplies & Expenses	279,753		279,753		\$279,753		279,753
Other Services & Charges	1,057,000		1,057,000		\$1,057,000	307,000	1,364,000
Capital Outlays	270,500		270,500		\$270,500		270,500
Total - Water Trans.	\$2,463,573	\$0	\$2,463,573	\$0	\$2,463,573	\$317,141	\$2,780,714
009673 Plant Cost Center							
Personnel	\$626,370		\$626,370		\$626,370	\$1,401	\$627,771
Supplies & Expenses	137,000		137,000		\$137,000	-9,000	128,000
Other Services & Charges	1,236,098	4,000	1,240,098		\$1,240,098	-146,000	1,094,098
Capital Outlays	138,000		138,000		\$138,000		138,000
Total - Plant	\$2,137,468	\$4,000	\$2,141,468	\$0	\$2,141,468	-\$153,599	\$1,987,869
009676 Sewer Cost Center							
Personnel	\$595,834		\$595,834		\$595,834	-\$16,452	\$579,382
Supplies & Expenses	330,100		330,100		\$330,100	-100,000	230,100
Other Services & Charges	2,234,500		2,234,500		\$2,234,500	228,000	2,462,500

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2020

	Original FY 2020 Budgets	November Amend'ts	Amended Budgets	Feb/March Amend'ts	Amended Budgets	Proposed June Amend'ts	Proposed Amended Budgets
Capital Outlays	458,000		458,000		\$458,000	-228,000	230,000
Total - Sewer	\$3,618,434	\$0	\$3,618,434	\$0	\$3,618,434	-\$116,452	\$3,501,982
009677 Lagoon Cost Center							
Personnel	\$278,829		\$278,829		\$278,829	\$4,205	\$283,034
Supplies & Expenses	373,500	3,720	377,220		\$377,220	-40,000	337,220
Other Services & Charges	2,269,400		2,269,400		\$2,269,400	-12,000	2,257,400
Capital Outlays	0		0		\$0		0
Principal Payments	0		0		\$0		0
Interest Payments	0		0		\$0		0
Total - Lagoon Cost Center	\$2,921,729	\$3,720	\$2,925,449	\$0	\$2,925,449	-\$47,795	\$2,877,654
Recap: Water & Sewer O & M Fund:							
Personnel	\$3,048,293	\$0	\$3,048,293	\$0	\$3,048,293	\$0	\$3,048,293
Supplies & Expenses	1,172,353	3,720	1,176,073	0	\$1,176,073	-149,000	\$1,027,073
Other Services & Charges	7,063,198	4,000	7,067,198	0	\$7,067,198	377,000	\$7,444,198
Capital Outlays	886,500	0	886,500	0	\$886,500	-228,000	\$658,500
Principal Payments	0	0	0	0	\$0	0	\$0
Interest Payments	0	0	0	0	\$0	0	\$0
Total - Water & Sewer O & M Fund	\$12,170,344	\$7,720	\$12,178,064	\$0	\$12,178,064	\$0	\$12,178,064
Water & Sewer Bond & Int. (Fund #10):							
Principal Payments	\$5,361,000		\$5,361,000		\$5,361,000		\$5,361,000
Interest Payments	\$2,217,215		\$2,217,215		\$2,217,215		\$2,217,215
Paying Agent Fees	\$15,000		\$15,000		\$15,000		\$15,000
Total - W & S Bond & Int. Fund	\$7,593,215	\$0	\$7,593,215	\$0	\$7,593,215	\$0	\$7,593,215
Water & Sewer Revenue (Fund #11):							
Principal Payments	\$0		\$0		\$0		\$0
Interest Payments	0		0		\$0		0
Other services & charges	76,700		76,700		\$76,700		76,700
Transfers to other funds	22,840,600		22,840,600		\$22,840,600		22,840,600
Total - W & S Revenue Fund	\$22,917,300	\$0	\$22,917,300	\$0	\$22,917,300	\$0	\$22,917,300
2020 Tax Increment (Planet Fitness) Bond & Int (Fund #12):							
Principal Payments	\$0		\$0		\$0	\$9,282	\$9,282
Interest Payments	0		0		\$0	3,840	\$3,840
Other Services & Charges				55,000	\$55,000	-5,110	\$49,890
Transfers	0		0		\$0		\$0
Paying Agent Fees	0		0		\$0		\$0
Total - 1999 TIF Bond & Int Fund	\$0	\$0	\$0	\$55,000	\$55,000	\$8,012	\$63,012
City Bond & Interest (Fund #13):							
Principal Payments	\$935,000		\$935,000		\$935,000		\$935,000
Interest Payments	1,457,982	75,000	1,532,982		\$1,532,982		\$1,532,982
Other Services & Charges	32,000		32,000		\$32,000		\$32,000
Paying Agent Fees	10,000		10,000		\$10,000		\$10,000
Total - 1999 TIF Bond & Int Fund	\$2,434,982	\$75,000	\$2,509,982	\$0	\$2,509,982	\$0	\$2,509,982
USA Yeast Bond & Interest (Fund #15):							
Principal Payments	\$0		\$0		\$0		\$0
Interest Payments	0		0		\$0		0
Transfers Out	0		0		\$0		0
other services & charges	0		0		\$0		0
Total - 1999 TIF Bond & Int Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Police Fines & Forfeitures (Fund #19):							
Personnel	\$0		\$0		\$0		0
Supplies & Expenses	135,399	-59,551	75,848		\$75,848		75,848
Other Services & Charges	48,000		48,000		\$48,000	-9,411	38,589
Capital Outlays	16,601	78,652	95,253		\$95,253	9,411	104,664
Transfers	0		0		\$0		0
Total - Fines & Forf. Fund	\$200,000	\$19,101	\$219,101	\$0	\$219,101	\$0	\$219,101
Series 2002 TIF Bond & Int (Southern Pointe, Fund #20):							
Principal Payments	\$155,000		\$155,000		\$155,000		155,000
Interest Payments	89,605		89,605		\$89,605		89,605
other services & charges	2,000		2,000		\$2,000		2,000
Total - 1999 TIF Bond & Int Fund	\$246,605	\$0	\$246,605	\$0	\$246,605	\$0	\$246,605
Series 2004 TIF Bond & Int (Home Depot, Fund #21):							
Principal Payments	\$0		\$0		\$0		\$0

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2020

	Original FY 2020 Budgets	November Amend'ts	Amended Budgets	Feb/March Amend'ts	Amended Budgets	Proposed June Amend'ts	Proposed Amended Budgets
Interest Payments	0		0		\$0		0
Transfers	0		0		\$0		0
other services & charges	0		0		\$0		0
Total - 2004 TIF Bond & Int Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Series 2003 TIF Bond & Int (Chauvet Sq., Fund #22):

Principal Payments	\$135,000		\$135,000		\$135,000		135,000
Interest Payments	59,610		59,610		\$59,610		59,610
other services & charges	2,500		2,500		\$2,500		2,500
Transfers to other Funds	0		0		\$0		0
Total - 2003 TIF Bond & Int Fund	\$197,110	\$0	\$197,110	\$0	\$197,110	\$0	\$197,110

Series 2007 TIF Bond & Int (Turtle Creek Fund 23):

Principal Payments	475,000		475,000		\$475,000		475,000
Interest Payments	83,620		83,620		\$83,620		83,620
Other Services & Charges	5,000		5,000		\$5,000		5,000
Total - 2007 TIF Bond & Int Fund	\$563,620	\$0	\$563,620	\$0	\$563,620	\$0	\$563,620

Series 2008 TIF Bond & Int (Lincoln Center Fund 24):

Principal Payments	\$50,000		50,000		\$50,000		50,000
Interest Payments	\$8,000		8,000		\$8,000		8,000
Other Services & Charges	\$1,000		1,000		\$1,000		1,000
Total - 2008 TIF Bond & Int Fund	\$59,000	\$0	\$59,000	\$0	\$59,000	\$0	\$59,000

Series 2011 TIF Bond & Int (Turtle Creek Commons/Kohl's Fund 25):

Principal Payments	\$80,000		80,000		\$80,000		80,000
Interest Payments	\$8,250		8,250		\$8,250		8,250
Other Services & Charges	\$2,000		2,000		\$2,000		2,000
Total - 2008 TIF Bond & Int Fund	\$90,250	\$0	\$90,250	\$0	\$90,250	\$0	\$90,250

Series 22016 TIF Bond & Int (Whispering Pines Fund 26):

Principal Payments	\$169,000		169,000		\$169,000		169,000
Interest Payments	\$111,143		111,143		\$111,143		111,143
Other Services & Charges	\$2,000		2,000		\$2,000		2,000
Total - 2008 TIF Bond & Int Fund	\$282,143	\$0	\$282,143	\$0	\$282,143	\$0	\$282,143

Series 2016 TIF Bond & Int (Hburg Clinic Midtown Fund 28):

Principal Payments	\$47,000		47,000		\$47,000		47,000
Interest Payments	\$28,485		28,485		\$28,485		28,485
Other Services & Charges			0		\$0		0
Total - 2008 TIF Bond & Int Fund	\$75,485	\$0	\$75,485	\$0	\$75,485	\$0	\$75,485

Airport Imp. (Fund #39):

Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0	363,443	\$363,443		363,443
Capital Outlays	870,000		870,000	1,804,057	\$2,674,057		2,674,057
Total - Airport Imp. Fund	\$870,000	\$0	\$870,000	\$2,167,500	\$3,037,500	\$0	\$3,037,500

Series 2015A TIF Bond & Int (The Ridge at Turtle Creek)

(Fund #50)							
Principal Payments	64000		64,000		64,000		64,000
Interest Payments	55825		55,825		55,825		55,825
Paying Agent Fees	2000		2,000		2,000		2,000
Other Services & Charges	0		0		0		0
Total - Series 2015A TIF Bond & Int	\$ 121,825	\$ -	\$ 121,825	\$ -	\$ 121,825	\$ -	\$ 121,825

Series 2015B TIF Bond & Int (Midtown Market)

(Fund #51)							
Principal Payments	11000		11,000		11,000		11,000
Interest Payments	9598		9,598		9,598		9,598
Paying Agent Fees	2000		2,000		2,000	-11	1,989
Other Services & Charges			0		0	11	11
Total - Series 2015B TIF Bond & Int	\$ 22,598	\$ -	\$ 22,598	\$ -	\$ 22,598	\$ -	\$ 22,598

Series 2019 TIF Bond & Int (Elam Arms)

(Fund #52)							
Principal Payments							
Interest Payments							
Paying Agent Fees							
Other Services & Charges							
Total - Series 2019 TIF Bond & Int	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2020

	Original FY 2020 Budgets	November Amend'ts	Amended Budgets	Feb/March Amend'ts	Amended Budgets	Proposed June Amend'ts	Proposed Amended Budgets
Municipal Road & Bridge (Fund #72):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		\$0
Other Services & Charges	2,030,000	185,000	2,215,000		\$2,215,000		\$2,215,000
Capital Outlays	3,921,000	235,110	4,156,110		\$4,156,110	170,000	\$4,326,110
Principal	0		0		\$0		\$0
Interest	0		0		\$0		\$0
Total - Municipal Road & Bridge	\$5,951,000	\$420,110	\$6,371,110	\$0	\$6,371,110	\$170,000	\$6,541,110
Mass Transit (Fund #73):							
Personnel	\$1,191,876		\$1,191,876		\$1,191,876		\$1,191,876
Supplies & Expenses	229,600		229,600		\$229,600		\$229,600
Other Services & Charges	380,146	-28,908	351,238		\$351,238		\$351,238
Capital Outlays	1,130,924	-34,480	1,096,444		\$1,096,444		\$1,096,444
Total - Mass Transit Fund	\$2,932,546	-\$63,388	\$2,869,158	\$0	\$2,869,158	\$0	\$2,869,158
Water & Sewer Construction (Fund #75):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	917,097		917,097		\$917,097		917,097
Transfers							0
Capital Outlays	4,754,003		4,754,003		\$4,754,003		4,754,003
Total - W & S Construction Fund	\$5,671,100	\$0	\$5,671,100	\$0	\$5,671,100	\$0	\$5,671,100
Community Centers (Fund #77):							
Personnel	\$663,837		\$663,837		\$663,837	-\$33,180	630,657
Supplies & Expenses	50,750		50,750		\$50,750		50,750
Other Services & Charges	170,877		170,877		\$170,877		170,877
Capital Outlays	70,700	28,046	98,746		\$98,746		98,746
Total - Community Centers Fund	\$956,164	\$28,046	\$984,210	\$0	\$984,210	-\$33,180	\$951,030
Community Dev. Block Grant (Fund #82):							
Personnel	\$225,020	\$1,820	\$226,840		\$226,840		226,840
Supplies & Expenses	8,200		8,200		\$8,200		8,200
Other Services & Charges	223,602		223,602		\$223,602	221,280	444,882
Capital Outlays	1,901,377	-181,744	1,719,633		\$1,719,633	100,000	1,819,633
Transfers	0		0		\$0		0
Total - CDBG Fund	\$2,358,199	-\$179,924	\$2,178,275	\$0	\$2,178,275	\$321,280	\$2,499,555
Series 2009 G.O. Bonds - AMR Project (Fund #78)							
Supplies	\$0		0		\$0		0
Other Services & Charges	\$0		0		\$0		0
Transfers Out	\$0		0		\$0		0
Capital Outlay	0		0		\$0		0
Total - Series 2009 G.O. Bonds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Special Sales Tax-Parks/Rec/USM Improvements (Fund #86):							
Personal Services						\$12,457	12,457
Supplies	\$0		0		\$0		0
Other Services & Charges	\$1,499,000		1,499,000		\$1,499,000		1,499,000
Transfers Out			0		\$0		0
Capital Outlay	1,619,000	\$219,194	1,838,194		\$1,838,194		1,838,194
Total - Parks/Rec/USM Impr.	\$3,118,000	\$219,194	\$3,337,194	\$0	\$3,337,194	\$12,457	\$3,349,651
Public Safety/Recreation Construction (Fund #88):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Capital Outlays	28,140,000	-1,097,678	27,042,322		\$27,042,322		27,042,322
Transfers to other Funds	0		0		\$0		0
Total - Series 2002 Const. Fund	\$28,140,000	-\$1,097,678	\$27,042,322	\$0	\$27,042,322	\$0	\$27,042,322
MDA Energy Efficiency Capital Projects (Fund #89):							
Personnel	\$0		\$0		\$0		0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Capital Outlays	0		0		\$0		0
Transfers	0		0		\$0		0
Total - Series 2004 Const. Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2020

	Original FY 2020 Budgets	November Amend'ts	Amended Budgets	Feb/March Amend'ts	Amended Budgets	Proposed June Amend'ts	Proposed Amended Budgets
Series 2008 G.O. Note (Downtown Lighting)(Fund # 90):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0
Other Services & Charges	0		0		0		0
Capital Outlays	0		0		0		0
Transfers	0		0		0		0
Total - Series 2004 Const. Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TIF Construction (Fund # 91):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0
Other Services & Charges	0	248,075	248,075		\$248,075		248,075
Capital Outlays	0	2,820,492	2,820,492	768,000	\$3,588,492		3,588,492
Transfers	0	146,433	146,433		\$146,433		146,433
Total - Series 2004 Const. Fund	\$0	\$3,215,000	\$3,215,000	\$768,000	\$3,983,000	\$0	\$3,983,000
2019 Fire Station Construction Fund (Fund 95):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0
Other Services & Charges	0		0		0		0
Capital Outlays	0	4,100,000	4,100,000		\$4,100,000		4,100,000
Transfers	0		0		0		0
Total - Series 2001 Const. Fund	\$0	\$4,100,000	\$4,100,000	\$0	\$4,100,000	\$0	\$4,100,000
Infrastructure Impr-Internet Sales Tax (Fund #97):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0
Other Services & Charges	0		0		0		0
Transfers	0		0		0		0
Capital Outlays	0		0	485,060	\$485,060		485,060
Total - MDB Fund	\$0	\$0	\$0	\$485,060	\$485,060	\$0	\$485,060
Kamper Park Imp. (Fund #98):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0
Other Services & Charges	0		0		0		0
Capital Outlays	2,255	5	2,260		\$2,260		2,260
Total - Kamper Park Imp. Fund	\$2,255	\$5	\$2,260	\$0	\$2,260	\$0	\$2,260
Series 2010 Water & Sewer G.O. Constr. (Fund #99):							
Personnel					\$0		
Supplies & Expenses					0		0
Other Services & Charges			0		0		0
Capital Outlay	\$0		0		0		0
Transfers out	\$0		0		0		0
Total - Series 2010 Constr.	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Series 2013 Water & Sewer Revenue Constr. (Fund #105):							
Personnel			0		\$0		0
Supplies & Expenses			0		0		0
Other Services & Charges	\$0		0		0		0
Capital Outlay	\$0		0		0		0
Transfers		\$565	565		\$565		565
Total - Series 2013 Constr.	\$0	\$565	\$565	\$0	\$565	\$0	\$565
Series 2016 Water & Sewer Taxable Bonds Constr. (Fund #93):							
Personnel			0		\$0		0
Supplies & Expenses			0		0		0
Other Services & Charges	\$300,000		300,000		\$300,000		300,000
Capital Outlay	\$12,484,530	-\$1,033,457	11,451,073		\$11,451,073		11,451,073
Transfers			0		0		0
Total - Series 2016 Constr.	\$12,784,530	-\$1,033,457	\$11,751,073	\$0	\$11,751,073	\$0	\$11,751,073
Series 2012 Water & Sewer Const. (Fund #94):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0
Other Services & Charges	0		0		0		0
Capital Outlays	0		0		0		0
Transfers Out	0	73	73		\$73		73

CITY OF HATTIESBURG, MS
 Analysis of Expenditure Budgets - Funds Other Than General
 Fiscal Year Ending September 30, 2020

	Original FY 2020 Budgets	November Amend'ts	Amended Budgets	Feb/March Amend'ts	Amended Budgets	Proposed June Amend'ts	Proposed Amended Budgets
<i>Total - Series 2012 Const.</i>	<u>\$0</u>	<u>\$73</u>	<u>\$73</u>	<u>\$0</u>	<u>\$73</u>	<u>\$0</u>	<u>\$73</u>
 GRAND TOTAL - FUNDS OTHER THAN THE GENERAL FUND	<u>\$114,244,475</u>	<u>\$5,753,021</u>	<u>\$119,997,496</u>	<u>\$3,495,560</u>	<u>\$123,493,056</u>	<u>\$352,552</u>	<u>\$123,845,608</u>
General Fund	\$55,639,326	\$3,476,365	\$59,115,691	\$1,519,932	\$60,635,623	\$139,406	\$60,775,029
TOTAL EXPENDITURES & TRANSFERS	<u>\$169,883,801</u>	<u>\$9,229,386</u>	<u>\$179,113,187</u>	<u>\$5,015,492</u>	<u>\$184,128,679</u>	<u>\$491,958</u>	<u>\$184,620,637</u>
Less: Interfund Transfers	-26,690,750	-540,071	-27,230,821	0	-27,230,821	100,000	-27,130,821
TOTAL EXPENDITURES	<u>\$143,193,051</u>	<u>\$8,689,315</u>	<u>\$151,882,366</u>	<u>\$5,015,492</u>	<u>\$156,897,858</u>	<u>\$591,958</u>	<u>\$157,489,816</u>
 <u>Recap of City-Wide Expenditure Budgets:</u>							
Personnel	\$40,570,393	\$13,385	\$40,583,778	\$7,998	\$40,591,776	-\$930,058	\$39,661,718
Supplies & Expenses	\$5,189,013	\$41,093	\$5,230,106	-\$12,761	\$5,217,345	-\$155,574	\$5,061,771
Other Services & Charges	\$26,627,997	\$1,364,166	\$27,992,163	\$632,705	\$28,624,868	\$1,653,057	\$30,277,925
Capital Outlays	\$57,829,205	\$7,074,259	\$64,903,464	\$3,089,768	\$67,993,232	\$11,411	\$68,004,643
Principal Payments	8,424,100	93,871	8,517,971	1,318,301	9,836,272	9,282	9,845,554
Interest Payments	4,552,343	102,541	4,654,884	-20,519	4,634,365	3,840	4,638,205
Total Expenditure Budgets	<u>\$143,193,051</u>	<u>\$8,689,315</u>	<u>\$151,882,366</u>	<u>\$5,015,492</u>	<u>\$156,897,858</u>	<u>\$591,958</u>	<u>\$157,489,816</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

GENERAL FUND:

REVENUES & BEG. CASH:

Taxes - Other	\$40,000
Licenses & Permits	4,397,600
Inter-governmental Revenues:	
Federal Grants	2,002,471
State Grants	261,122
State-Shared Revenues	21,958,000
County Shared Revenues	63,518
Charges for Services:	
Public safety	395,000
Streets	0
Sanitation	2,245,000
Misc.	0
Fines & Forfeits	1,043,300
Miscellaneous	428,150
Transfers-In	850,000
Non-Revenue Receipts	1,535,194
Total From All Sources	
Other Than taxation	35,219,355
Beginning Cash and	
Investment Balance	9,394,348
Reserve for Future Debt Service	(914,503)
Amount to be Raised by Tax Levy	18,735,000
TOTAL FROM ALL SOURCES	\$62,434,200

EXPENDITURES & ENDING CASH:

General Government:	
Personnel	4,421,966
Supplies & Expenses	227,379
Other services & Charges	5,605,906
Capital Outlays	269,253
Total - General Government	10,524,504
Police Dept.:	
Personnel	11,275,355
Supplies & Expenses	762,324
Other services & Charges	658,839
Capital Outlays	117,353
Total - Police Dept.	12,813,871
Police & Fire Training:	
Personnel	41,707
Supplies & Expenses	118,175
Other services & Charges	71,045
Capital Outlays	6,215
Total - Police & Fire Training	237,142
Fire Dept.:	
Personnel	8,727,232
Supplies & Expenses	362,368
Other services & Charges	313,109
Capital Outlays	0
Total - Fire Dept.	9,402,709
Land Development Administration:	
Personnel	619,730
Supplies & Expenses	26,450
Other services & Charges	261,700
Capital Outlays	0
Total - Land Dev. Admin.	907,880

Public Safety Contractual Services:	
Personnel	381,300
Other services & Charges	1,218,000
Total - Pub. Safety Cont. Serv.	<u>1,599,300</u>
Public Services:	
Personnel	5,983,905
Supplies & Expenses	1,494,304
Other services & Charges	5,621,305
Capital Outlays	1,233,310
Total - Public Services	<u>14,332,824</u>
Animal Control	
Personnel	158,387
Supplies & Expenses	15,400
Other services & Charges	182,125
Capital Outlays	0
Total - Animal Control	<u>355,912</u>
Human/Social	
Other services & Charges	380,900
Total - Human/Social	<u>380,900</u>
Economic Development	
Personnel	
Supplies & Expenses	
Other services & Charges	452,812
Capital Outlays	1,800,000
Total - Eco. Dev.	<u>2,252,812</u>
Debt Service:	
Principal Payments	2,114,772
Interest Payments	419,332
Paying Agent Fee	3,000
Total - Debt service	<u>2,537,104</u>
Airport	
Personnel	0
Supplies & Expenses	32,000
Other services & Charges	47,550
Capital Outlays	0
Total - Airport	<u>79,550</u>
Cemetery	
Personnel	799,826
Supplies & Expenses	82,650
Other services & Charges	86,801
Capital Outlays	65,200
Total - Cemetery	<u>1,034,477</u>
Parking Garages	
Personnel	110,994
Supplies & Expenses	6,950
Other services & Charges	54,950
Capital Outlays	0
Total - Parking Garages	<u>172,894</u>
Operating Transfers Out	<u>4,143,150</u>
Total Expenditures & Transfers	<u>60,775,029</u>
Ending Cash Balance	<u>\$1,659,171</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$62,434,200</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

PARKS & RECREATION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$0
State Grants	0
County Shared Revenues	0
Misc. grants	0

Charges for Services:

Culture & Recreation	39,800
Miscellaneous	1,000
Transfers-In	2,117,000
Non-Revenue Receipts	0

Total From All Sources	
Other Than taxation	2,157,800

Beginning Cash and	
Investment Balance	1,077,950

Amount to be Raised by Tax Levy	930,000
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TOTAL FROM ALL SOURCES	\$4,165,750
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EXPENDITURES & ENDING CASH:

Culture & Recreation:

Personnel	2,031,193
Supplies & Expenses	473,800
Other services & Charges	965,194
Capital Outlays	211,654

Total Expenditures	\$3,681,841
Cash balance at End of Year	483,909

TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$4,165,750

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

MUNICIPAL FIRE PROTECTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
State-Shared Revenues	\$257,000
Charges for Services	95,652
Fines & Forfeits	0
Miscellaneous	3,000
Transfers In	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	<u>355,652</u>
Beginning Cash and	
Investment Balance	<u>346,557</u>
TOTAL FROM ALL SOURCES	<u>\$702,209</u>

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	\$0
Supplies & Expenses	68,500
Other services & Charges	60,200
Capital Outlays	262,100
Lease Debt Service - Principal	239,500
Lease Debt Service - Interest	<u>10,700</u>
Total Expenditures	<u>\$641,000</u>
Cash balance at End of Year	<u>61,209</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$702,209</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

SPECIAL STREET
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$0
State Shared Revenues	45,000
Misc. grants	0
Miscellaneous	0
Non-Revenue Receipts	0
Total From All Sources	45,000
Other Than taxation	45,000
Beginning Cash and	
Investment Balance	62,500
TOTAL FROM ALL SOURCES	\$107,500

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	0
Other services & Charges	100,000
Capital Outlays	0
Total Expenditures	\$100,000
Cash balance at End of Year	7,500
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$107,500

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

**WATER & SEWER OPERATION
AND MAINTENANCE FUND:**

REVENUES & BEG. CASH:

Charges for Services	\$25,000
Transfers-In	12,200,000
Miscellaneous	4,200
Non-Revenue Receipts	5,000
Total From All Sources	
Other Than taxation	12,234,200
Beginning Cash and Investment Balance	865,572
TOTAL FROM ALL SOURCES	\$13,099,772

EXPENDITURES & ENDING CASH:

Personnel	3,048,293
Supplies & Expenses	1,027,073
Other services & Charges	7,444,198
Capital Outlays	658,500
Lease Debt Service - Principal	0
Lease Debt Service - Interest	0
Total Expenditures	\$12,178,064
Cash balance at End of Year	921,708
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$13,099,772

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

**WATER & SEWER BOND
AND INTEREST FUND:**

REVENUES & BEG. CASH:

Transfers-In	\$6,516,000
Miscellaneous	58,000
Non-Revenue Receipts	
Total Revenues	<u>6,574,000</u>
Beginning Cash Balance	<u>10,287,322</u>
TOTAL FROM ALL SOURCES	<u><u>\$16,861,322</u></u>

EXPENDITURES & ENDING CASH:

Bonds Redeemed	5,361,000
Interest on Bonds	2,217,215
Paying Agent Fees	15,000
Total Expenditures	<u>7,593,215</u>
Cash balance at End of Year	<u>9,268,107</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$16,861,322</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

WATER & SEWER ENTERPRISE FUND:

REVENUES & BEG. CASH:

Charges for Services:

Licenses, Permits & Fees	\$4,000
Miscellaneous	3,500
Metered Water Sales	11,505,000
Taps	150,000
Water Turn-On Fees	60,000
Sewer Connections	80,000
Sewer Charges	11,114,800
Total Revenues	<u>22,917,300</u>
Beginning Fund Balance	<u>0</u>
TOTAL FROM ALL SOURCES	<u><u>\$22,917,300</u></u>

EXPENDITURES & ENDING CASH:

Other Services & Charges	76,700
Principal Redeemed - Notes	0
Interest on Notes	0
Operating Transfers Out	22,840,600
Total Expenditures	<u>\$22,917,300</u>
Cash balance at End of Year	<u>\$0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$22,917,300</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

**2020 TAX INCREMENT FINANCING (PLANET FITNESS) BOND & INT
FUND (DEBT SERVICE FUND):**

REVENUES & BEG. CASH:

Interest	\$0
County-Shared Revenues	34,387
Total From All Sources	34,387
Other Than taxation	34,387
Beginning Cash and Investment Balance	0
Amount to be Raised by Tax Levy	28,625
TOTAL FROM ALL SOURCES	\$63,012

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	9,282
Interest on Bonds	3,840
Paying Agent Fees	0
Transfers Out	0
Other Services & Charges	49,890
Total Expenditures	\$63,012
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$63,012

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

CITY BOND & INTEREST
FUND (DEBT SERVICE FUND):

REVENUES & BEG. CASH:

County-Shared Revenues	\$0
Interest	30,000
Non-Revenue receipts	0
Transfers-In	0
Total From All Sources	
Other Than taxation	30,000
Beginning Cash and	
Investment Balance	7,552,651
Amount to be Raised by Tax Levy	1,912,500
TOTAL FROM ALL SOURCES	\$9,495,151

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	935,000
Interest on Bonds	1,532,982
Other Services & Charges	32,000
Paying Agent Fees	10,000
Total Expenditures	\$2,509,982
Cash balance at End of Year	6,985,169
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$9,495,151

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

FINES & FORFEITURES FUND:

REVENUES & BEG. CASH:

State grants	
Charges for Services	0
Fines & Forfeits	0
Miscellaneous	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	0
Beginning Cash and	
Investment Balance	232,562
TOTAL FROM ALL SOURCES	\$232,562

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	0
Supplies & Expenses	75,848
Other services & Charges	38,589
Capital Outlays	104,664
Transfers Out	0
Total Expenditures	\$219,101
Cash balance at End of Year	13,461
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$232,562

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

SERIES 2002 TIF BOND & INTEREST
FUND (Southern Pointe Project):

REVENUES & BEG. CASH:

Interest	\$0
Transfers In	\$0
County-Shared Revenues	125,000
Total From All Sources	
Other Than taxation	125,000
Beginning Cash and	
Investment Balance	283,615
Amount to be Raised by Tax Levy	125,000
TOTAL FROM ALL SOURCES	\$533,615

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	155,000
Interest on Bonds	89,605
Other Services & Charges	2,000
Total Expenditures	\$246,605
Cash balance at End of Year	287,010
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$533,615

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

SERIES 2004 TIF BOND & INTEREST
FUND (Home Depot Project):

REVENUES & BEG. CASH:

Interest	\$40
County-Shared Revenues	0
Transfer From Other Funds	0
Total From All Sources	0
Other Than taxation	40
Beginning Cash and	
Investment Balance	44
Amount to be Raised by Tax Levy	0
TOTAL FROM ALL SOURCES	\$84

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	0
Interest on Bonds	0
Transfers Out	84
Other Services & Charges	0
Total Expenditures	\$84
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$84

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

SERIES 2003 TIF BOND & INTEREST
FUND (Chauvet Square Project):

REVENUES & BEG. CASH:

Interest	\$0
Transfer From Other Funds	0
Total From All Sources	0
Other Than taxation	0
Beginning Cash and	
Investment Balance	194,297
Amount to be Raised by Tax Levy	200,000
TOTAL FROM ALL SOURCES	\$394,297

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	135,000
Interest on Bonds	59,610
Other Services & Charges	2,500
Transfers to Other Funds	0
Total Expenditures	\$197,110
Cash balance at End of Year	197,187
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$394,297

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

SERIES 2007 TIF BOND & INTEREST
FUND (Turtle Creek):

REVENUES & BEG. CASH:

Interest	\$1,000
County Shared Revenue	\$168,058
Transfer From Other Funds	
Total From All Sources	
Other Than taxation	169,058
Beginning Cash and	
Investment Balance	136,137
Amount to be Raised by Tax Levy	450,000
TOTAL FROM ALL SOURCES	\$755,195

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	475,000
Interest on Bonds	83,620
Other Services & Charges	5,000
Total Expenditures	\$563,620
Cash balance at End of Year	191,575
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$755,195

CITY OF HATTIESBURG, MISSISSIPPI
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BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

2008 TIF BOND AND INTEREST FUND
FUND (Lincoln Center):

REVENUES & BEG. CASH:

Interest	\$600
County Shared Revenue	\$0
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	600
Beginning Cash and	
Investment Balance	70,815
Amount to be Raised by Tax Levy	60,000
TOTAL FROM ALL SOURCES	\$131,415

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	50,000
Interest on Bonds	8,000
Other Services & Charges	1,000
Total Expenditures	\$59,000
Cash balance at End of Year	72,415
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$131,415

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

2011 TIF BOND AND INTEREST FUND
FUND (Turtle Creek Crossing/Kohl's):

REVENUES & BEG. CASH:

Interest	\$200
County Shared Revenue	\$30,887
Transfer From Other Funds	
Total From All Sources	
Other Than taxation	31,087
Beginning Cash and	
Investment Balance	26,487
Amount to be Raised by Tax Levy	65,000
TOTAL FROM ALL SOURCES	\$122,574

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	80,000
Interest on Bonds	8,250
Other Services & Charges	2,000
Total Expenditures	\$90,250
Cash balance at End of Year	32,324
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$122,574

CITY OF HATTIESBURG, MISSISSIPPI
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BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

2016 TIF BOND AND INTEREST
FUND (Whispering Pines):

REVENUES & BEG. CASH:

Interest	\$1,400
County Shared Revenue	\$185,880
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	<u>187,280</u>
Beginning Cash and	
Investment Balance	308,716
Amount to be Raised by Tax Levy	<u>150,291</u>
TOTAL FROM ALL SOURCES	<u><u>\$646,287</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	169,000
Interest on Bonds	111,143
Other Services & Charges	<u>2,000</u>
Total Expenditures	<u>\$282,143</u>
Cash balance at End of Year	<u>364,144</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$646,287</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

2016 TIF BOND AND INTEREST FUND
FUND (Hattiesburg Clinic Midtown):

REVENUES & BEG. CASH:

Interest	\$350
County Shared Revenue	\$37,643
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	<u>37,993</u>
Beginning Cash and	
Investment Balance	53,068
Amount to be Raised by Tax Levy	<u>37,643</u>
TOTAL FROM ALL SOURCES	<u><u>\$128,704</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	47,000
Interest on Bonds	28,485
Other Services & Charges	<u>0</u>
Total Expenditures	<u>\$75,485</u>
Cash balance at End of Year	<u>53,219</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$128,704</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

AIRPORT IMPROVEMENT
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Federal Grants	\$2,765,066
State Shared Revenues	237,728
Miscellaneous	31,950
Transfers In	250,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	3,284,744
Beginning Cash and	
Investment Balance	(37,422)
TOTAL FROM ALL SOURCES	\$3,247,322

EXPENDITURES & ENDING CASH:

Public Services:	
Other services & Charges	363,443
Capital Outlays	2,674,057
Total Expenditures	\$3,037,500
Cash balance at End of Year	209,822
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$3,247,322

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

2015A TIF BOND AND INTEREST FUND
FUND (The Ridge at Turtle Creek):

REVENUES & BEG. CASH:

Interest	\$500
County Shared Revenue	\$29,956
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	<u>30,456</u>
Beginning Cash and	
Investment Balance	98,769
Amount to be Raised by Tax Levy	<u>116,500</u>
TOTAL FROM ALL SOURCES	<u><u>\$245,725</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	64,000
Interest on Bonds	55,825
Other Services & Charges	<u>2,000</u>
Total Expenditures	<u>\$121,825</u>
Cash balance at End of Year	<u>123,900</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$245,725</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

2015B TIF BOND AND INTEREST FUND
FUND (Midtown Market):

REVENUES & BEG. CASH:

Interest	\$100
County Shared Revenue	\$11,450
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	<u>11,550</u>
Beginning Cash and	
Investment Balance	10,482
Amount to be Raised by Tax Levy	<u>11,450</u>
TOTAL FROM ALL SOURCES	<u><u>\$33,482</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	11,000
Interest on Bonds	9,598
Other Services & Charges	<u>2,000</u>
Total Expenditures	<u>\$22,598</u>
Cash balance at End of Year	<u>10,884</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$33,482</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

MUNICIPAL ROAD & BRIDGE
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

State Grants	\$1,556,250
Federal Grants	71,250
County Shared Revenues	1,600,000
Miscellaneous	421,500
Transfers In	493,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	4,142,000
Beginning Cash and	
Investment Balance	2,399,133
TOTAL FROM ALL SOURCES	\$6,541,133

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	0
Other services & Charges	2,215,000
Capital Outlays	4,326,110
Principal Payments	0
Interest Payments	0
Total Expenditures	\$6,541,110
Cash balance at End of Year	23
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$6,541,133

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal year Ending September 30, 2020

**MASS TRANSIT OPERATING
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$2,144,496
State Grants	\$0
Miscellaneous	279,500
Transfers-In	691,096
Non-Revenue Reciepts	0
Total From All Sources	
Other Than taxation	3,115,092
Beginning Cash and	
Investment Balance	(470,934)
Amount to be Raised by Tax Levy	225,000
TOTAL FROM ALL SOURCES	\$2,869,158

EXPENDITURES & ENDING CASH:

Personnel	1,191,876
Supplies & Expenses	229,600
Other services & Charges	351,238
Capital Outlays	1,096,444
Total Expenditures	\$2,869,158
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$2,869,158

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal year Ending September 30, 2020

WATER & SEWER CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	\$356,025
Miscellaneous	46,500
Transfers-In	3,624,600
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	4,027,125
Beginning Cash and	
Investment Balance	2,614,750
TOTAL FROM ALL SOURCES	\$6,641,875

EXPENDITURES & ENDING CASH:

Other services & Charges	\$917,097
Capital Outlays	4,754,003
Transfers	0
Total Expenditures	5,671,100
Cash balance at End of Year	970,775
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$6,641,875

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

COMMUNITY CENTERS
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Charges for services:	
Culture & Recreation	\$31,000
Miscellaneous	600
Transfers-In	575,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	606,600
Beginning Cash and	
Investment Balance	419,864
TOTAL FROM ALL SOURCES	\$1,026,464

EXPENDITURES & ENDING CASH:

Personnel	630,657
Supplies & Expenses	50,750
Other services & Charges	170,877
Capital Outlays	98,746
Total Expenditures	\$951,030
Cash balance at End of Year	75,434
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,026,464

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

COMMUNITY DEVELOPMENT BLOCK GRANT
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Federal Grants	\$2,639,932
Miscellaneous	\$300
Transfers In	<u>35,795</u>
Total From All Sources	
Other Than taxation	<u>2,676,027</u>
Beginning Cash and	
Investment Balance	<u>(176,472)</u>
TOTAL FROM ALL SOURCES	<u><u>\$2,499,555</u></u>

EXPENDITURES & ENDING CASH:

Personnel	226,840
Supplies & Expenses	8,200
Other services & Charges	444,882
Capital Outlays	1,819,633
Transfers	<u>0</u>
Total Expenditures	<u>\$2,499,555</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$2,499,555</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
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For the Fiscal Year Ending September 30, 2020

***SPECIAL SALES TAX-PARKS/RECREATION/USM IMPROVEMENTS
FUND***

REVENUES & BEG. CASH:

Intergovernmental Revenues:

Federal Grants 120,000

State Grants

State Shared Revenues 2,998,000

Interest Earnings

Total Revenues 3,118,000

Beginning Cash and

Investment Balance 267,512

TOTAL FROM ALL SOURCES \$3,385,512

EXPENDITURES & ENDING CASH:

Personal Services 12,457

Other services & Charges 1,499,000

Capital Outlays 1,838,194

Transfers to Other Funds 0

Total Expenditures \$3,349,651

Cash balance at End of Year 35,861

**TOTAL EXPENDITURES AND
ENDING CASH BALANCE \$3,385,512**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

***Public Safety Complex/Recreation
Construction Fund:***

REVENUES & BEG. CASH:

Proceeds from Bond Issue	0
Bond Premium	0
Interest Earnings	
Total Revenues	<u>0</u>
Beginning Cash and Investment Balance	<u>27,042,322</u>
TOTAL FROM ALL SOURCES	<u><u>\$27,042,322</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	27,042,322
Transfers to Other Funds	<u>0</u>
Total Expenditures	<u>\$27,042,322</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$27,042,322</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

TIF Construction Fund:

REVENUES & BEG. CASH:

Proceeds from Bond Issue	\$3,983,000
Interest Earnings	<u>0</u>
Total Revenues	<u>3,983,000</u>
Beginning Cash and	
Investment Balance	<u>306</u>
TOTAL FROM ALL SOURCES	<u><u>\$3,983,306</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	248,075
Capital Outlays	3,588,492
Transfers to Other Funds	<u>146,433</u>
Total Expenditures	<u>\$3,983,000</u>
Cash Balance at End of Year	<u>306</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$3,983,306</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

2019 FIRE STATION
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	\$0
Grant Revenues - State of MS	0
Transfers In	0
Note Proceeds	4,100,000
Proceeds from General Obligation Bond Issue	0
Total Revenues	<u>4,100,000</u>
Beginning Cash and	
Investment Balance	0
TOTAL FROM ALL SOURCES	<u><u>\$4,100,000</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	4,100,000
Transfers Out	0
Total Expenditures	<u>\$4,100,000</u>
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$4,100,000</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
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For the Fiscal Year Ending September 30, 2020

INFRASTRUCTURE IMPROVEMENTS - INTERNET SALES TAX FUND:

REVENUES & BEG. CASH:

Intergovernmental Revenue	\$485,060
Transfers In	0
Miscellaneous	0
Non-Revenue Receipts	
Total Revenues	<u>485,060</u>
Beginning Cash and	
Investment Balance	<u>0</u>
TOTAL FROM ALL SOURCES	<u>\$485,060</u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Transfers Out	0
Capital Outlays	<u>485,060</u>
Total Expenditures	<u>\$485,060</u>
Cash Balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$485,060</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

**KAMPER PARK ZOO CAPITAL
IMPROVEMENTS FUND:**

REVENUES & BEG. CASH:

State Grants	\$0
Miscellaneous	0
Charges for Services	0
Transfers-In from Other Funds	0
Non-Revenue Receipts	0
Total Revenues	0
Beginning Cash and Investment Balance	2,260
TOTAL FROM ALL SOURCES	\$2,260

EXPENDITURES & ENDING CASH:

Supplies	0
Other services & Charges	0
Capital Outlays	2,260
Total Expenditures	\$2,260
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$2,260

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

SERIES 2016 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	200,000
Proceeds from Revenue Bond Issue	<u>\$0</u>
Total Revenues	<u>200,000</u>
Beginning Cash and	
Investment Balance	<u>11,551,073</u>
TOTAL FROM ALL SOURCES	<u><u>\$11,751,073</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	300,000
Capital Outlays	11,451,073
Transfers Out	
Total Expenditures	<u>\$11,751,073</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$11,751,073</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

SERIES 2012 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	10
Proceeds from Revenue Bond Issue	
Total Revenues	<u>10</u>
Beginning Cash and	
Investment Balance	<u>63</u>
TOTAL FROM ALL SOURCES	<u>\$73</u>

EXPENDITURES & ENDING CASH:

Other services & Charges	
Capital Outlays	0
Transfers Out	<u>73</u>
Total Expenditures	<u>\$73</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$73</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

SERIES 2013 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	0
Proceeds from Revenue Bond Issue	\$0
Total Revenues	<u>0</u>
Beginning Cash and	
Investment Balance	<u>565</u>
TOTAL FROM ALL SOURCES	<u><u>\$565</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	0
Transfers Out	<u>565</u>
Total Expenditures	<u>\$565</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$565</u></u>



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ronda Cole, Clerk of Council

cc:

Date: Tuesday, June 16, 2020

Re: Adopt a Resolution to hold regular and special called council meetings as may be necessary in the Jackie Dole Sherrill Community Center and for related purposes.

File Number: 2020-397

Minute Book #

Summary

Adopt a Resolution to hold regular and special called council meetings as may be necessary in the Jackie Dole Sherrill Community Center and for related purposes.

Recommendation Statement

I recommend adoption of the Resolution.

Please place this on the June 16, 2020 City Council meeting for consideration.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **16th** day of **June, 2020**, the following Resolution:

RESOLUTION 2020-

**RESOLUTION BY THE CITY COUNCIL OF THE CITY OF HATTIESBURG TO
HOLD REGULAR AND SPECIAL CALLED COUNCIL MEETINGS AS MAY BE
NECESSARY IN THE JACKIE DOLE SHERRILL COMMUNITY CENTER AND FOR
RELATED PURPOSES**

WHEREAS, the Mayor of the City of Hattiesburg, Mississippi, on March 13, 2020, declared that the COVID-19 virus is a local emergency, and the Hattiesburg City Council (“the Council” or “the City Council”) approved said declaration March 17, 2020, and

WHEREAS, the Centers for Disease Control guidelines include maintaining a distance of six (6) feet between persons at public events; and

WHEREAS, the Council finds that in order to practice “social distancing” as recommended by the CDC, the regular Council meetings as set forth above and any special called meetings shall be in the Jackie Dole Sherrill Community Center Auditorium with chairs arranged so that there is no less than six (6) feet between all persons who attend said meetings.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Agenda Review, Council Meetings and any special called meetings of the City Council of Hattiesburg, Mississippi, shall be held in the Jackie Dole Sherrill Community Center Auditorium until such time as may be determined to be safe and prudent to relocate back to Council Chambers in City Hall.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council Vice President Dryden, seconded by Council Member Brown, and was adopted by the following, to wit;

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the Resolution adopted this the **16th** day of **June, 2020**.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **16th** day of **June, 2020**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, June 16, 2020

Re: Adopt a Resolution authorizing Requisition No. 66 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.

File Number: 2020-391
Minute Book #

Summary

Adopt a Resolution authorizing Requisition No. 66 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.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 16, 2020 City Council meeting for consideration.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 66 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, the City Council of the City now finds it necessary to approve Requisition No. **66** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$150,730.21** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **66** from the Project Fund Construction Account under the Loan in the total aggregate amount of **One Hundred Fifty Thousand Seven Hundred Thirty and 21/100 dollars (\$150,730.21)** for the purpose of paying Water & Sewer Projects in connection with the loan 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.

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 **16th** day of **June, 2020**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **16th** day of **June, 2020**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, June 16, 2020

Re: Approve professional services agreement with Shows, Dearman and Waits, Inc. for services related to the Infrastructure Improvements for Martin Luther King, Jr. Avenue Area project; Authorize Mayor to execute in duplicate.
File Number: 2020-390
Minute Book #

Summary

Approve professional services agreement with Shows, Dearman and Waits, Inc. for services related to the Infrastructure Improvements for Martin Luther King, Jr. Avenue Area project; Authorize Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 16, 2020 City Council meeting for consideration.

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

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



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

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

THIS IS AN AGREEMENT effective as of June 16, 2020 ("Effective Date") between the City of Hattiesburg ("Owner") and Shows, Dearman and Waits, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Infrastructure Improvements for Martin Luther King, Jr. Avenue Area ("Project").

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

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

Preparation of plans and specifications for the completion of design phase services for the Project, and provision of construction phase engineering and project representative services for the areas identified in Attachment 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 in accordance with local, state and federal law.
- 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: Mayor Toby Barker

Title: Mayor

Date Signed: _____

Address for Owner's receipt of notices:

P.O. Box 1898

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

Engineer: Shows, Dearman and Waits, Inc.

By: 

Print name: Shea McNease, P.E.

Title: President

Date Signed: _____

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

E-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, PE, PLS

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 June 16, 2020.

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". If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
N/A
 10. Furnish 1 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 180 days of authorization to proceed with this phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 1 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 60 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

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

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables: N/A
 10. Furnish for review by Owner, its legal counsel, and other advisors, 1 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 270 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 1 final copies of such documents to Owner within 60 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled

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

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

A1.04 Bidding or Negotiating Phase

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

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

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

A1.05 Construction Phase

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

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for

Exhibit A – Engineer's Services

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

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

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

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

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

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

A1.06 *Post-Construction Phase*

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

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

PART 2 – ADDITIONAL SERVICES

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

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

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

Exhibit A – Engineer's Services

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

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

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

Owner's Responsibilities

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

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

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

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

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

This is **EXHIBIT C**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 16, 2020.

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 – Standard Hourly Rates Method of Payment*

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

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$210,000** based upon part-time RPR services on an eight-hour workday, Monday through Friday, over a **365 day** construction schedule.

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 Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer **NONE**.

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.2**.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and

compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

4. 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.

**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 as mutually agreed upon by both parties.
 2. 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.
 3. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2021) 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 1.2.
 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 June 16, 2020.

Standard Hourly Rates Schedule - 2019

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	\$115/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

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.

Insurance

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

G6.05 Insurance

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

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

- | | |
|---|-----------|
| 1) Bodily injury, each accident: | \$100,000 |
| 2) Bodily injury by disease, each employee: | \$100,000 |
| 3) Bodily injury/disease, aggregate: | \$500,000 |

c. General Liability --

- | | |
|---|-------------|
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| 2) General Aggregate: | \$2,000,000 |

d. Excess or Umbrella Liability --

- | | |
|-----------------------|-------------|
| 1) Per Occurrence: | \$2,000,000 |
| 2) General Aggregate: | |

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

f. Professional Liability --

- | | |
|---------------------|-------------|
| 1) Each Claim Made | \$1,000,000 |
| 2) Annual Aggregate | \$1,000,000 |

g. Other (specify): N/A

B. *Additional Insureds:*

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

City of Hattiesburg MLK Jr. Ave Infrastructure Improvements

Attachment "A"

 Sewer Replacement

Abandon Undersized Water Main
Transfer Services to 6" Water Main

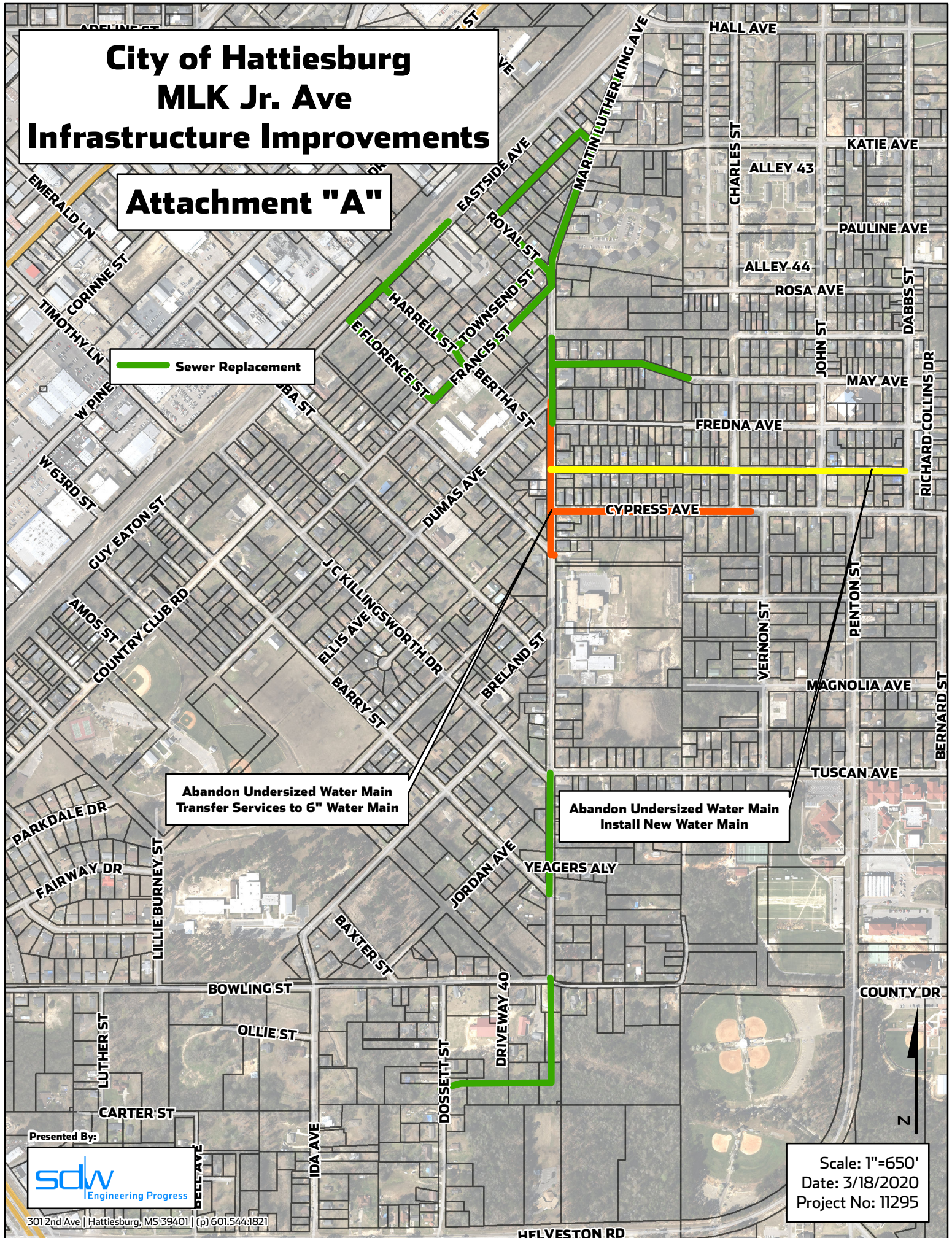
Abandon Undersized Water Main
Install New Water Main

Presented By:



301 2nd Ave | Hattiesburg, MS 39401 | (p) 601.544.1821

Scale: 1"=650'
Date: 3/18/2020
Project No: 11295





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, June 16, 2020

Re: Approve agreement with Shows, Dearman and Waits, Inc. for professional services related to the Midtown Overlay Area Infrastructure Improvements Project; Authorize Mayor to execute in duplicate.
File Number: 2020-388
Minute Book #

Summary

Approve agreement with Shows, Dearman and Waits, Inc. for professional services related to the Midtown Overlay Area Infrastructure Improvements Project; Authorize Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 16, 2020 City Council meeting for consideration.

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 _____, 2020 ("Effective Date") between **the City of Hattiesburg** ("Owner") and **Shows, Dearman and Waits, Inc.** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Midtown Overlay Area Infrastructure Improvements Project** ("Project").

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

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

Preparation of plans and specifications for the completion of design phase services for the Project, and provision of construction phase engineering and project representative services for the areas identified in Attachment 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 in accordance with local, state and federal law.
- 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 anything 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

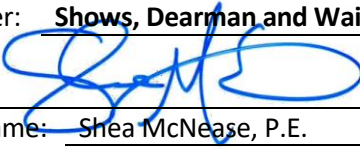
By: _____

Print name: Mayor Toby Barker

Title: Mayor

Date Signed: _____

Engineer: Shows, Dearman and Waits, Inc.

By:  _____

Print name: Shea McNease, P.E.

Title: President

Date Signed: _____

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

E-4

State of: Mississippi

Address for Owner's receipt of notices:

P.O. Box 1898

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

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Nicholas Connolly, PE, PLS

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". If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
N/A
 10. Furnish 1 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 180 days of authorization to proceed with this phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 1 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 60 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

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

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables: N/A
 10. Furnish for review by Owner, its legal counsel, and other advisors, 1 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 270 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 1 final copies of such documents to Owner within 60 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled

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

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

A1.04 Bidding or Negotiating Phase

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

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

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

A1.05 *Construction Phase*

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

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for

Exhibit A – Engineer's Services

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

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

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

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

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

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

A1.06 *Post-Construction Phase*

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

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

PART 2 – ADDITIONAL SERVICES

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

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

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

Exhibit A – Engineer's Services

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

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

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

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

Owner's Responsibilities

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

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

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

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

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

This is **EXHIBIT C**, consisting of 7 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 – Standard Hourly Rates Method of Payment

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

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$113,235** based upon part-time RPR services on an eight-hour workday, Monday through Friday, over a **280 day** construction schedule.

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 Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer **NONE**.

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

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.2**.
2. **Factors:** The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. **Estimated Compensation Amounts:**
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and

compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

4. 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.

**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 as mutually agreed upon by both parties.
 2. 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.
 3. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2021) 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 1.2.
 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 - 2020

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	\$115/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

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.

Insurance

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

G6.05 Insurance

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

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

- 1) Bodily injury, each accident: \$100,000
- 2) Bodily injury by disease, each employee: \$100,000
- 3) Bodily injury/disease, aggregate: \$500,000

c. General Liability --

- 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
- 2) General Aggregate: \$2,000,000

d. Excess or Umbrella Liability --

- 1) Per Occurrence: \$2,000,000
- 2) General Aggregate:

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

f. Professional Liability --

- 1) Each Claim Made \$1,000,000
- 2) Annual Aggregate \$1,000,000

g. Other (specify): N/A

B. *Additional Insureds:*

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

City of Hattiesburg Midtown Overlay Infrastructure Improvements Attachment "A"

FORREST AVE

LUMNI DR

N 26TH AVE

HARDY ST

Sewer Replacement

S 30TH AVE

CHEVY CHASE DR

W ADELINE ST

Abandon Undersized Water Main
Install New Water Main

S 29TH AVE

S 27TH AVE

SERVICE DR 1

U S HWY 49

SERVICE DR 2

LORRAINE ST

O'FERRALL ST

AUGUSTA ST

ARLINGTON LOOP

CAMP ST

Abandon Undersized Water Main
Transfer Services to 6" Water Main

S 28TH AVE

MAMIE ST

N

Presented By:



301 2nd Ave | Hattiesburg, MS 39401 | (p) 601.544.1821

Scale: 1"=300'
Date: 3/18/2020
Project No: 11298



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, June 16, 2020

Re: Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Lettie Taylor of 110 Saucier Drive in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}
File Number: 2020-381
Minute Book #

Summary

Contractor/Owner Agreement and a Housing Rehabilitation Grant Award for 110 Saucier Drive.

Recommendation Statement

I recommend approval of the Contractor/Owner Agreement and a Housing Rehabilitation Grant Award for 110 Saucier Drive

Please place this on the June 16, 2020 City Council meeting for consideration.

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the ____ day of _____, 2020 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Lettie Taylor of 110 Saucier Drive, Hereinafter called Owner, and Breakthrough Community Services, Inc., with its principal place of business located at 1313 Country Club Road located at 1313 Country Club Road, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the Work Write-Up and described in the specifications and other Contract Documents prepared for the 110 Saucier Drive Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at 110 Saucier Drive, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after issuance of the Notice to Proceed. **One hundred dollars (\$100.00) per day, as liquidated damages, will be deducted from the final payment for every day project repair completion exceeds sixty (30) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of

_____ (\$ _____) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a wavier of all claims by the Contractor except those preciously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to 110 Saucier Drive for three (3) years. Homeowner agrees to occupy the rehabilitated home for three (3) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the three (3) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2010.

Lettie Taylor

Date

Homeowner

Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Toby Barker, Mayor

By: _____

Date: June 16, 2020

Date: _____

Attest: _____
Kermas Eaton, City Clerk

Attest: _____

**CITY OF HATTIESBURG
HOUSING REPAIR (\$10-)
GRANT AWARD AGREEMENT**

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.
4. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
5. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
6. _____ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
7. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).
8. _____ I hereby agree to occupy the home to be repaired for a period of not less than **three (3) years** after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
9. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **three (3) year** affordability period.
10. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **three (3) year** affordability period.
11. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
12. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
13. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, Lettie Taylor of 110 Saucier Drive, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2020.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), Lettie Taylor of 110 Saucier Drive, is hereby awarded a Housing Repair Grant for General Repair costs in an amount not to exceed \$10,000.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: June 16, 2020

Attest: _____
Kermas Eaton, City Clerk

HOUSING REPAIR/EMERGENCY REPAIR PROGRAM
***LIMITED WARRANTY (*Items Not Covered*)**

- A. Any damage to the extent caused or made worse by any of the following:**
1. Negligence, vandalism, improper maintenance or improper operation by anyone other than the contractor, his or her employees or subcontractors.
 2. Changes, alterations or additions made to the home by anyone other than the contractor.
 3. Failure by the Homeowner or by anyone to comply with the warranty requirements of manufacturers of appliances, fixtures and items of equipment.
 4. Failure by the homeowner to give notice to the Community Development Division of the Department of Urban Development within a reasonable amount of time of discovered problem. (Three days is considered reasonable time).
 5. Dampness or condensation due to the failure of the Homeowner to maintain adequate ventilation.
 6. Normal wear and tear or normal deterioration.
- B.** Loss or damage by or resulting from accidents, fire, smoke, falling objects, lightning, windstorm, hail, wind driven water, flood or underground water, which were not reasonably foreseeable and/or other acts of God.
- C.** Loss or damage caused by rotting of any kind, insect damage, vermin, living organisms, pollution, or toxic substances of any kind.
- D.** Loss or damage caused by or resulting from abnormal loading on floors by the homeowner that exceeds design loads. (Example: large heavy objects on porches, interior floors and/or attics).
- E.** Loss or damage that the homeowner has not taken timely action to mitigate and/or minimize, such as leaking drain pipes under sinks and lavatories.
- F.** Any defect in, caused by, and/or resulting from materials or work supplied by anyone but the contractor or his or her subcontractors.
- G.** Loss or damage, not otherwise excluded under the Limited Warranty, which does not constitute a defect in the repairs of the home by the contractor or his or her subcontractors.
- H.** Loss or damage resulting from soil movement.
- I.** Natural wood imperfections such as swelling or shrinking of wood due to heat, cold and moisture.
- J.** Any request for warranty performance submitted to the CDBG Division or contractor after an unreasonable delay or after the expiration of the applicable warranty period.

***NOTE:** Appliances and equipment included in the repairs are not warranted by the Limited Warranty, but may be covered by separate warranties provided by the manufacturer. These are passed on to the homeowner at the time warranty goes into effect.

By my signature below I, Lettie Taylor of 110 Saucier Drive, acknowledge that the above Limited Warranty for Housing Repair/Housing Rehabilitation has been explained to me and I understand that this Limited Warranty is for a period of one (1) year from the date of my Final Inspection.

Lettie Taylor/Date

Housing Coordinator or Designee Signature/Date



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, June 16, 2020

Re: Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Lettie Taylor of 110 Saucier Drive in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}
File Number: 2020 -
Minute Book #

Summary

Contractor/Owner Agreement and a Housing Rehabilitation Grant Award for 110 Saucier Drive.

Recommendation Statement

I recommend approval of the Contractor/Owner Agreement and a Housing Rehabilitation Grant Award for 110 Saucier Drive.

Please place this on the June 16, 2020 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, June 16, 2020

Re: Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
File Number: 2020-382
Minute Book #

Summary

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

Recommendation Statement

I recommend issuance of manual checks for CDBG Program Claims per attached Memorandum

Please place this on the June 16, 2020 City Council meeting for consideration.

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard, Director
Department of Urban Development

DATE: June 8, 2020

SUBJECT: Authorize issuance of manual checks for CDBG Program claims

The following request for payment is being submitted for approval during the City Council's June 16, 2020 meeting. Please authorize and approve issuance of manual checks for the claims listed below:

Recipient: Brenda Booth
Activity: Housing Rehabilitation
Program: CDBG
Project Site: 735 Longstreet Drive
Amount Requested: \$900.00
Purpose of Request: Temporary relocation assistance (June 5 – July 4, 2020)

Recipient: Carolyn White
Activity: Housing Rehabilitation
Program: CDBG
Project Site: 213 S 11th Avenue
Amount Requested: \$900.00
Purpose of Request: Temporary relocation assistance (July 5, 2020 – August 4, 2020)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, June 16, 2020

Re: Authorize submission of the Mississippi Department of Transportation (MDOT) FY 2021 Multimodal Transportation Improvement Program Grant Application in the amount of \$384,240, to fund the continuation of the Job Access and Reverse Commute (JARC) Program.
File Number: 2020-373
Minute Book #

Summary

MDOT FY 2021 Multimodal Transportation Improvement Program Grant Application

Recommendation Statement

I recommend authorization of submission of the Mississippi Department of Transportation (MDOT) FY 2021 Multimodal Transportation Improvement Program Grant Application in the amount of \$384,240, to fund the continuation of the Job Access and Reverse Commute (JARC) Program.

Please place this on the June 16, 2020 City Council meeting for consideration.

Request for Transit Multi-Modal Funds

FY 2021

GENERAL INFORMATION				
Transit System Name HUB City Transit				
Location				
Sponsor City of Hattiesburg				
Mailing Address 1001 Tipton Street				
City Hattiesburg		State MS	ZIP 39401	
Prefix Mrs.	Contact First Name Jennifer	Mi.	Contact Last Name Shows	Suffix
Title Grant Coordinator				
Phone Number (601) 545-4544		Fax Number		
E-mail Address jshows@hattiesburgms.com				

COMMITTEE USE ONLY
Recommend for Approval
Date:
By:
MM-:

Not Recommended for Approval
Date:

MULTI-MODAL PROJECT DESCRIPTION
Include a brief narrative of what items or services are to be funded. Be sure to include specific amounts as well as number and types of items requested. Hub City Transit is requesting funds for the operation of a Job Access and Reverse Commute (JARC) Program to provide on-demand transportation services to eligible low-income individuals for employment and employment-related activities. Funds for operating assistance will be used to pay contractual costs incurred with a transportation service provider, from Oct. 1, 2020 through Sept. 30, 2022, at an estimated total cost of \$384,240 (or \$192,120 per year). Request Priority - List items from highest to lowest priority (left to right) in the field below separated by semicolon. [example: Insurance; Vans; ...] PRIORITY: FY 2021 Operating Costs (Oct. 1, 2020 - Sept. 30, 2021); FY 2022 Operating Costs (Oct. 1, 2021 - Sept. 30, 2022) Calculation of Costs: Capital Projects + Operational Projects = Total Cost. Then, Total Cost – Federal Share = Total Amount of Multimodal Funds. ALL Numbers/Entries will be rounded to the next whole \$

PROJECT ITEMS and COSTS (ALL Numbers/Entries will be rounded to next whole \$)				
Capital Projects		Operational Projects		Applicants Federal Share
Purchase Vehicles		Consultant Fees		
Rehab Vehicles		Operating Costs (attach budget)	\$384,240	
Equipment		Other Costs (attach budget)		
Construction / Other		Insurance		
Sub-Total Capital Cost	\$ 0	Sub-Total Operational Cost	\$384,240	Total Applicant Federal Share \$ 0
Capital Projects				\$ 0
Operational Projects		+	\$384,240	
Total Project Cost				\$384,240
Total Federal Share		-	\$ 0	
Total Amount of				\$384,240
Multi-Modal funds Requested				

Justification

From the Intermodal Planning website, download the file in the Public Transit box titled "Project Justification Document" (Word document).

Open the file and provide your answers to the following questions.

- | Questions | Point values |
|---|--------------|
| 1. Describe how the project directly relates to overall capital improvements or asset management program/efforts (e.g., replacement, refurbishing or rehabilitation of vehicles and capital equipment). | (0-20 pts) |
| 2. Describe how these funds will directly benefit the operation of the transit system. | (0-20 pts) |
| 3. Describe how the proposed project supports or encourages coordination and/or collaborated transportation services. | (0-25 pts) |
| 4. Provide an analysis of the return on investment or cost benefits to be derived from the project. (e.g., increased capacity, improved performance or increased operating efficiencies) | (0-15 pts) |
| 5. Provide detailed description of the impact resulting from failure to fund this request. | (0-15 pts) |
| 6. Any additional information the applicant would like for the Committee to consider in reviewing this request for funding. | (0-5 pts) |

Maximum point value 100 pts

AUTHORIZED REPRESENTATIVE	
Name Toby Barker	
Title Mayor	Phone Number: (601) 545-4501
Signature 	Date Signed: 6/01/2020

Signature not required on upload file. DO NOT SCAN AND UPLOAD.

Submit _____ one (1) original, stapled _____ of the Application Package by 4:00 pm on
_____ June 5, 2020 _____ to _____

Shirley Wilson, Director
Public Transit Division, MDOT
P.O. Box 1850 - MC: 61-01
Jackson, MS 39215-1850

Phone: (601)359-7800
Fax: (601)359-7777
Email: swilson@mdot.ms.gov

FY2021 Transit Multimodal Milestones

Milestone	Projected Dates			Notes/Comments
	Construction	Equipment	Other	
Design Contract Awarded				
Design Complete				
RFP/IFB-Out for Bid			8/1/2020	
Bids/Proposals Due			9/1/2020	
Identify When Contract Awarded			10/1/2020	
Construction Notice to Proceed				
Identify When Work Will Begin			10/1/2020	
Equipment Ordered				
Quarterly Progress Reports & Request for Reimbursements	January,	April,	July, October	
Equipment Delivered and Inspected				
Project Complete			9/30/2022	
Final Quarterly Report/ Reimbursement Request			12/29/2022	

Project Justification - Public Transit

Transit System:

1. Describe how the project directly relates to overall capital improvements or asset management program/efforts (e.g., replacement, refurbishing or rehabilitation of vehicles and capital equipment). (0-20 pt)

Hub City Transit (HCT) will not be utilizing Multi-modal funds from this application to replace, refurbish or rehabilitate vehicles or capital equipment. HCT does not currently have the capacity in personnel, vehicles, or funding to operate an on-demand service such as the one proposed. Contracting with a third-party provider will allow HCT to pay based on service utilization without assuming ongoing costs such as vehicles, maintenance, and personnel that would be needed to establish and maintain the program without a vendor partnership.

2. Describe how these funds will directly benefit the operation of the transit system. (0-20 pt)

Being able to offer the JARC Program will help HCT meet a vital need in our community. A common complaint among local social service agencies is the lack of affordable transportation options for low-income individuals who need to access employment during “non-traditional” work hours. HCT operates fixed route and para-transit services from 6:00am until 6:30pm, Monday through Friday, excluding major holidays. However, many of the jobs available to the lower income members of the population are ones that require working outside those hours and on weekends. In order to acquire and maintain employment, one must have reliable transportation. However, in order to afford reliable transportation, one must acquire and maintain employment. Low-income residents who cannot afford to own or operate their own vehicles are caught in a vicious cycle without access to affordable transportation options that meet their needs. HCT service offerings would be severely lacking without the option to provide subsidized on-demand transportation services to individuals in order to help them maintain gainful employment.

3. Describe how the proposed project supports or encourages coordination and/or collaborated transportation services. (0-25 pt)

The JARC Program is a collaboration between HCT, Hattiesburg MPO, local transportation service provider(s), and local organizations. HCT and Hattiesburg MPO administer the program within the City of Hattiesburg, where applications are accepted and processed. Eligible applicant information is forwarded to a local transportation provider, and riders then communicate directly with the transportation provider for trip reservations. Partnerships with local organizations have been established that serve as a referral source for the program. More than 10 organizations and businesses that serve the target population refer applicants for the JARC program. The success of the JARC program and benefit to the target population would not be realized without the collaborative relationships established and coordination that occurs between all parties.

4. Provide an analysis of the return on investment or cost benefits to be derived from the project. (e.g. increased capacity, improved performance or increased operating efficiencies). (0-15 pt)

Project Justification - Public Transit

HCT does not currently have the capacity to operate an on-demand service with extended operating hours for seven days each week, and utilizing a third-party to conduct this service will allow HCT to provide this benefit to our community with our current capacity. Additionally, a contract with a third-party allows HCT to pay based on service utilization, without having to assume additional overhead operating costs that would result from acquiring and maintaining additional vehicles and hiring additional personnel if we were to carry out the program in-house. During the timeframe from September 15, 2019 until April 25, 2020, the existing JARC Program served 129 unique riders across a total of 6,387 trips. A weekly average of 200 trips and 31 riders clearly demonstrates the need for the continuation of this program within our community. Without the program, these 129 riders would have lacked access to affordable transportation to their places of employment. The lack of an affordable transportation option would have potentially made it impossible for many of these people to maintain employment, or would have greatly restricted their options for employment. People need employment in order to live self-sufficient lives, achieve personal fulfillment, and contribute to the economic health of their communities. Additionally, the more people who are employed and earning a livable wage means less people are reliant on public assistance programs.

5. Provide detailed description of the impact resulting from failure to fund this request. (0-15 pt)

If this request is not funded, HCT's JARC program would be discontinued. The current residents who utilize the service would be without an affordable transportation option to meet their scheduling needs, and they would have to find another way to access employment or cease employment altogether if another option is not available. Eliminating the JARC Program would also decrease business and revenue that could benefit a local transportation provider, in an already suffering economy.

6. Any additional information the applicant would like for the Committee to consider in reviewing this request for funding. (0-5 pt)

According to the American Community Survey 2018 5-Year Estimates, the City of Hattiesburg has an unemployment rate of 13%. Residents over 60 years of age account for 16% of the population and people with disabilities account for 19.6% of the population. Individuals with income below the poverty level account for 32.5% of the population, while 10.9% of occupied housing units have no vehicle and 42.1% of occupied housing units only have one vehicle. While these numbers point to a large number of people in need of employment and in need of access to affordable transportation options, we also have to consider the future in the aftermath of the economic devastation caused by COVID-19. In addition to the economic effects, an increased emphasis on social distancing measures may lead to micro-transit, on-demand services such as this becoming more of a norm—leading to an increase in demand. Hattiesburg's situation in this regard is most definitely not unique, but a matter of utmost concern is taking away a vital service in our community at a time when it is needed most.

Date: 5/28/2020

**PUBLIC TRANSIT DIVISION
MULTIMODAL APPLICATION PROFILE**

Applicant Organization: City of Hattiesburg – Hub City Transit

Project location: Hattiesburg, MS

Project Summary (Include purpose; justification, proposed timeline, outcome/deliverables):

Hub City transit (HCT) is requesting funds for the operation of a Job Access and Reverse Commute (JARC) Program to provide on-demand transportation services to eligible low-income individuals in order enhance access to affordable transportation for employment and employment-related activities (such as child care and job training activities). Funds for operating assistance will be used for the contractual costs incurred with a third-party transportation service provider, from October 1, 2020 through September 30, 2022, at an estimated total cost of \$384,240 (or \$192,120 per year). Multimodal funds are requested at 100% of project cost. Transportation service operating times will be from 5:30am until 10:00pm, Monday through Friday; 6:30am until 8:00pm on Saturday; and scheduled as-needed on Sundays. This operating schedule meets an availability need that Hub City Transit cannot currently meet, with its fixed route and para-transit services that are only offered between 6:00am and 6:30pm, Monday through Friday (excluding major holidays). This service will eliminate the barrier to obtaining and maintaining employment due to lack of access to affordable transportation services that meet scheduling needs outside of HCT's traditional operating times. HCT expects that this program will serve a weekly average of 31 unique riders, accounting for as many as 10 rides each per week. Assuming funds are awarded in July of 2020, bids/proposals will be solicited from vendors in August 2020, with proposals due back September 2020. Contracts will be awarded and project will begin October 2020. The project period will end 9/30/2022. A final report and reimbursement request will be submitted by 12/29/2022.

Total Project Cost @ 100% :	\$	384,240
Total Multimodal Funds Requested @ 20%:	\$	
Total Multimodal Funds Requested @ 100%:	\$	384,240

Status of Existing MM Awards (include amount, purpose and percent complete)

Applicant was awarded \$ 13,800.00

Capital: 13,800.00 Balance: 13,800.00

Operation: N/A Balance: N/A

Overall Balance: 13,800.00



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, June 16, 2020

Re: Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-038A-15-011.00 (PPIN 039155) for the Hall Avenue Overpass Project: Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$400.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$400.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.
File Number: 2020-366
Minute Book #

Summary

Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-038A-15-011.00 (PPIN 039155) for the Hall Avenue Overpass Project: Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$400.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$400.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 16, 2020 City Council meeting for consideration.

Property to be Acquired:

**718 James Street
Hattiesburg, MS 39401**

Owner of Property:

**Lloyd Roseberry and L Dumas
C/O James Roseberry P.O. Box 15206
Hattiesburg, MS 39404**

Property Acquisition Checklist		Notes
Confirmed owner of the property	☒	10/01/19 – Stephen K. Thomas
Checked for liens	☒	10/01/19 – Stephen K. Thomas
Checked for judgments	☒	10/01/19 – Stephen K. Thomas
Obtained owner's mailing address	☒	05/28/20 – Used the address provided from property tax records
Obtained owner's phone number(s)	☐	
Contacted owner by phone	☐	
Scheduled meeting	☐	
Obtained signed deed	☐	
Placed on Council Agenda	☐	
Check delivered to owner	☐	
Deed recorded	☐	
Mailed 30-day letter to owner	☒	05/28/20 – JD mailed letter
Mailed 60-day letter to owner	☐	
Mailed 90-day letter to owner	☐	
Filed Eminent Domain Complaint	☐	
Served Owner with Complaint	☐	

COUNCIL MINUTE ORDER

Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-038A-15-011-00 (PPIN 39155) for the Hall Avenue Overpass Project; Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$400.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$400.00; Authorize Mayor to execute any and all documents required to complete the transaction.

Richard & Thomas, PLLC
Attorneys at Law

Stephen K. Thomas

132 Westover Drive
Hattiesburg, MS 39402
(601)602-2457 phone
(601)602-2458 fax

October 1, 2019

City of Hattiesburg
Attn: Lamar Rutland
P.O. Box 1898
Hattiesburg, MS 39403-1898

Re: Hall Avenue East Project (Property 7)

The former wye track right-of-way of the Illinois Central Railroad Company lying North of Alcorn Avenue and East of Williams Street, located in the Northeast Quarter of Section 15, Township 4 North, Range 13 West of the St. Stephens Meridian, at Hattiesburg, Forrest County, Mississippi, an being more particularly described as follows:

A strip of land 50 feet wide, being 25 feet in width on each side of the former centerline of the east leg of Wye of said railroad, from the point where the same connects with the main line of the Illinois Central Railroad Company to where the Wye intersects the north boundary line of said Section 15; also, a strip of land 50 feet wide, being 25 feet in width on each side of the former center line of the west leg of the Wye of said railroad, from the point where the said west leg of the Wye connects with the former main line property of the Gulf and Ship Island Railroad, along the said Wye to where the same intersects the East leg of the said Wye, containing an area of 1.6 acres, more or less.

Being the same land conveyed by William Burkett to the Gulf and Ship Island Railroad company by deed dated July 13, 1901, and being the same lands conveyed to Lloyd Roseberry, et al. by instrument of record in Land Deed Book 261 at Page 581 in the office of the Chancery Clerk of Forrest County, Mississippi.

Pursuant to your request, I have examined the land records on file in the office of the Chancery Clerk of Forrest County, Mississippi, relating to the above described real property for a period back of thirty-one years prior to this date, and find sufficient evidence that the above conveyed by Quitclaim Deed to **EARL ROSEBERRY, LLOYD ROSEBERRY and MRS. DUMAS L. SMITH**, dated October 18, 1963 and recorded in Land Deed Book 261 at Page 581; and by Decree Approving First and Final Accounting and Report, Etc., in the Estate of Lloyd Roseberry to the **LLOYD ROSEBERRY FAMILY TRUST**, filed June 19, 1985, and recorded in Land Deed Book 556 at Page 670.

Based upon my examination for the aforesaid period and with the presumption that prior

conveyances in chain of title are legal and valid, it is my opinion that the said Earl Roseberry, the Lloyd Roseberry Family Trust and Mrs. Dumas L. Smith, each own a one-third (1/3) undivided interest in and to the fee simple, merchantable title in and to above described real property subject to the following liens, encumbrances and reservations;

RESERVATIONS

1. This opinion does not cover the oil, gas or other minerals lying on or under said property and no opinion is given thereon.
2. As no current survey is present, I do not certify as to the actual occupancy, nor to matters which should be revealed by an accurate survey of subject lands, nor do I certify rights of parties in possession, deficiency in the quantity of lands, boundary line disputes, roadways, unrecorded servitudes or easements, any matters not of proper record which would be disclosed by a true and accurate survey and inspection of the property, and easements or other uses of subject lands not so visible from the surface.
3. Title is subject to any liability or loss due to environmental contamination by past uses of the property as a toxic hazardous waste site, or due to violation of any environmental protection law of any governmental body.
4. Title is subject to instruments of record being properly filed and indexed in the office of the Chancery Clerk where the property is located.
5. This is not a guarantee of title and is not an insurance policy on said property, and this opinion is for the use and benefit of only the party or parties to whom it is addressed and may not be availed of or relied upon by any other person(s) or entity.
6. Title is subject to that certain Ordinance issued by the City of Hattiesburg and recorded in Land Deed Book 722 at Page 512, closing and vacating all alleys and Frederick Street in Block 1 of Freeman Subdivision in the City of Hattiesburg, Forrest County, Mississippi.

ENCUMBRANCES

None.

TAXES

Taxes assessed by Forrest County, Mississippi for 2019 are not due and owing but would constitute a lien against said property if not paid by January 31, 2020.

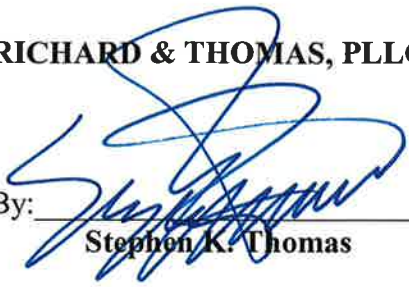
2018 Forrest County ad valorem taxes for Parcel No. 2-038A-15-011.00, PPIN 39155, are **paid** in the amount of \$66.96.

JUDGMENTS

This opinion reflects only those judgments recorded on the Judgment Rolls in the office of the Circuit Clerk of Forrest County, Mississippi. As of this date, no such judgments appear.

This, the 19th day of October, A.D., 2019 at 8:00 a.m.

RICHARD & THOMAS, PLLC

By: 

Stephen K. Thomas

APPRAISAL OF PROPERTY AT

JAMES STREET

PIN # 039155

HATTIESBURG, MS

LIGHTSEY & ASSOCIATES

P.O. Box 15489
Hattiesburg, MS 39404
(601) 584-6260

May 19, 2020

Mr. Lamar Rutland
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

RE: Appraisal of property at James Street,
Hattiesburg, MS

Dear Mr. Rutland:

In accordance with the your request, I have made an inspection and investigation of the property located on James Street, Hattiesburg, Mississippi, for the purpose of forming an opinion of the Market Value, in fee simple, as of May 15, 2020, the effective date of the appraisal being the date the subject property was last inspected. The value opinion is both before and after the taking of a 1,992 square foot parcel (.05 acre) in conjunction with the Hall Avenue railroad overpass by the City of Hattiesburg and noting damages to the remainder, if any.

Market Value is defined as the most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which the property will sell in an open and competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self interest, and assuming that neither is under undue duress.

NEIGHBORHOOD DESCRIPTION

The subject area lies to the southeast of downtown Hattiesburg and is located east of Williams Street and the Canadian National Railway right of way. The general area contains a wide age range of properties that range from commercial/retail uses to single-family dwellings and multi-family dwellings. The subject is in relative close proximity to public schools, shopping and employment centers, and medical facilities. The new Hattiesburg Law Enforcement Complex is under construction on Hall Avenue at the southern end of Bay Street. The majority of properties in the area are in excess of fifty years old.

SITE DESCRIPTION

The subject site is located on the easterly side of James Street and Williams Street, just north of Alcorn Avenue and east of the Canadian National railroad right of way. It has a frontage of approximately 50 feet on James Street and Williams Street and is very irregularly shaped. It contains approximately 1.6 acres. It appears to be generally at street grade. The property does appear to lie in a designated flood area, though this is subject to certification by a professional engineer or surveyor. All public utilities area connected or available to the site. A survey and plat map are included in the addenda of this report in order to assist the reader in visualizing the property. There were no adverse soil or subsoil conditions observed; however, no soil tests have been made as a part of this report. The property is zoned I-1, Light Industrial, by the zoning authorities of the City of Hattiesburg. The City of Hattiesburg intends to take a 1,992 square foot (.05 acre) irregularly shaped parcel at the northeast corner of the site. Following the taking, the subject site will be effectively reduced in size to 1.55 acres. Access and utility will remain essentially the same as in the before condition.

IMPROVEMENTS DESCRIPTIONS

There are no known improvements on the subject property.

PROPERTY HISTORY

The subject property appears to have been under the present ownership for in excess of five years. The subject property is not known to be listed for sale nor under contract.

TAXES

The total taxes for the subject property for 2019 are \$66.72. The total true value (tax value) of the property is \$2,440.00 with an assessed value of \$366.00.

HIGHEST AND BEST USE

In order to estimate the Highest and Best Use of the subject, the surrounding property uses as well as the four tests of Highest and Best Use were considered. These are 1)physically possible, 2)legally permissible, 3)financially feasible, and 4)maximally productive. After considering these factors, the Highest and Best Use of the site as vacant is estimated to be for use as part of an adjacent parcel, in both the before and after conditions.

INTENDED USE AND SCOPE OF THE APPRAISAL

This appraisal is intended to assist the client, Mr. Lamar Rutland of the City of Hattiesburg, in forming an opinion of value of the subject property both before and after the taking of a 1,992 square foot parcel (.05 acre) by the City for road widening. In preparing this appraisal, the appraiser inspected the subject site; gathered information on comparable land sales and listings, confirmed and analyzed the data and applied the Sales Comparison Approach to value. As only the land was considered in this appraisal, this was the only approach deemed applicable to the subject's valuation.

APPRAISAL PROCESS

In good appraisal practice, three approaches to value are normally used to arrive at a value conclusion for a given property. These approaches are the Sales Comparison Approach, the Cost Approach, and the Income Approach. The Sales Comparison Approach is based on deriving a value indication by comparing properties that have been sold recently to the subject property and adjusting the sales price of the comparables for any basic differences. The Income Approach considers the present value of the future benefits of income and ownership. To estimate the income potential of the subject, comparable rents are obtained and reconciled to the subject, then a deduction is made for anticipated expenses. The resulting net income is then capitalized into value using a rate supported by market data. The Cost Approach provides a value indicator based on the cost to reproduce the improvements less any observed depreciation. The value estimate of the land developed through the Sales Comparison Approach is then added to the depreciated value estimate of the Improvements. As noted above, the appraiser has utilized the Sales Comparison Approach only as the land only is considered in this appraisal report.

LAND SALES

The following vacant land sales were utilized to arrive at opinion of value for the subject site.

LAND SALE NO. 1

Location: 725 Barkley Road, Hattiesburg
Date: 05/31/2006
Price: \$78,000
Size: 9 acres
Price/Acre: \$8,667
Zoning: I-1, Light Industrial
Confirmation: MLS # 65914/Realty Executives
Comments: Located in SE Hattiesburg, east of Edwards Street.

LAND SALE NO. 2

Location: 214 Sullivan Drive., Hattiesburg
Date: 05/04/2010
Price: \$3,900
Size: 1 acre
Price/Acre: \$3,900
Zoning: I-1, Light Industrial
Confirmation: MLS # 80718/Town and Country Real Estate
Comments: Located in SE Hattiesburg, just east of Highway 49.

LAND SALE NO. 3

Location: 105 Barkley Road , Hattiesburg
Date: 09/16/2015
Price: \$11,700
Size: 1.3 acres
Price/Acre: \$9,000
Zoning: I-1, Light Industrial
Confirmation: MLS # 100904/Le Fan Realty
Comments: Located in SE Hattiesburg, east of Edwards Street.

The above land sales indicate an unadjusted range in value from \$.3,900 to \$9,000 per acre. All are in the subject market segment. The subject area is virtually fully developed and there are very few vacant sites that are available for sale. Research of the market found these sales to be the most recent and relevant to the subject's valuation. Sale 3 was given the most reliance due to time and location. After considering time, size, location, topography, the subject's location in a flood zone, and other pertinent factors, the value opinion of the subject site is \$8,000 per acre. Thus the value of the subject is:

BEFORE VALUE

1.60 acres @ \$8,000 = \$12,800.00

AFTER VALUE

1.55 acres @ \$8,000 = \$12,400.00

Value Before Taking	\$12,800.00
Value After Taking	\$12,400.00
Damages	\$ -0-
Just Compensation Due Owner	\$ 400.00

I appreciate the opportunity to prepare this appraisal report for you. Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely

Stan Lightsey

Stan Lightsey
RA-16

ADDENDA

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- the statements contained in this report are true and correct.**
- the reported analyses, opinions, and conclusions are limited only by the reporting assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.**
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved unless otherwise stated.**
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.**
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.**
- My compensation for completing this assignment is not contingent upon the developing or reporting of a predetermined value or a direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.**
- no one provided significant appraisal assistance to the person signing this appraisal unless otherwise noted.**
- unless otherwise noted, the person signing this report has not performed an appraisal or rendered any other service regarding the subject property in the past three years.**
- The Appraisal Institute conducts a voluntary re-certification process for its designated members. I am currently certified under this program.**

Stan Lightsey

**Stan Lightsey
RA-16**

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following limiting conditions:

The legal description furnished is assumed to be correct.

No responsibility is assumed for matters of a legal character nor does the appraiser render any opinion as to title which is assumed to be good. All existing liens and encumbrances have been disregarded unless otherwise noted and the property is appraised as though free and clear and under responsible ownership and competent management.

The appraiser believes to be accurate the information provided by others; but assumes no responsibility for its accuracy.

Possession of this report, or a copy thereof, does not carry with it the right of publication, and neither all nor any part of the contents of this report may be disseminated to the public through media of any type nor may be used for any other purpose other than that specified in the engagement by the client without the previous written consent of the appraiser and client particularly as to the value conclusions, the identity of the appraiser or the firm with which he is employed, or to the SRA designation of The Appraisal Institute.

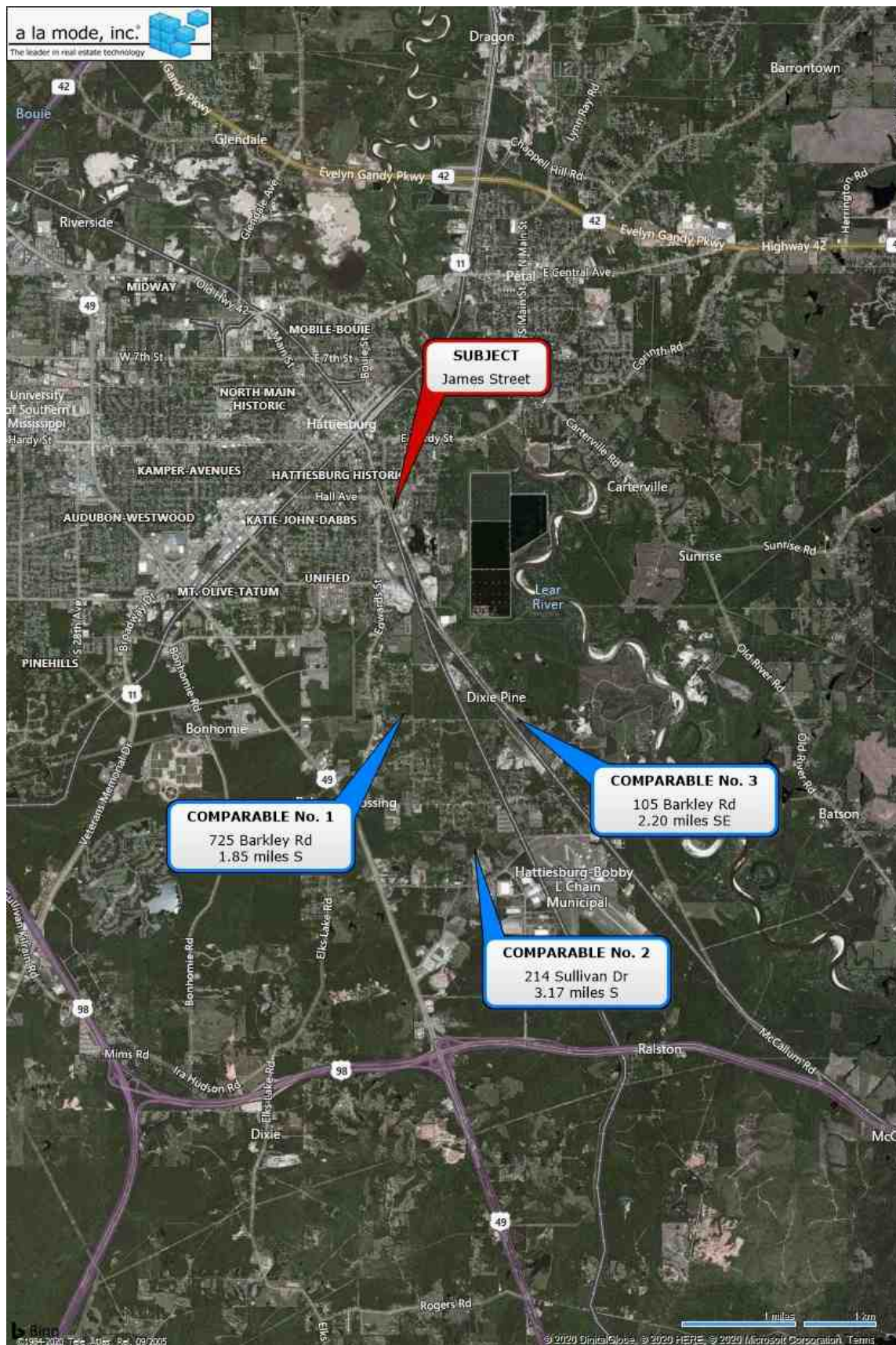
The appraiser will not be required to give testimony or appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made.

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

Unless otherwise stated in this report, the existence of hazardous substances, including but not limited to asbestos, poly-chlorinated biphenyls, petroleum leakage, mold, or agricultural chemicals; which may or may not be present on the property, or other environmental conditions; were not called to the attention of nor did the appraiser become aware of such during the inspection of the property. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser is not an expert in the environmental field and is not qualified to test for such substances or conditions. If the presence of hazardous substances or environmental conditions may affect the value of the property, the value opinion is predicated on the assumption that there is no such condition in or on the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for such conditions; nor for any expertise or knowledge required to discover them. The client is advised to retain an expert in the field of environmental impact on real estate if such conditions are suspected.

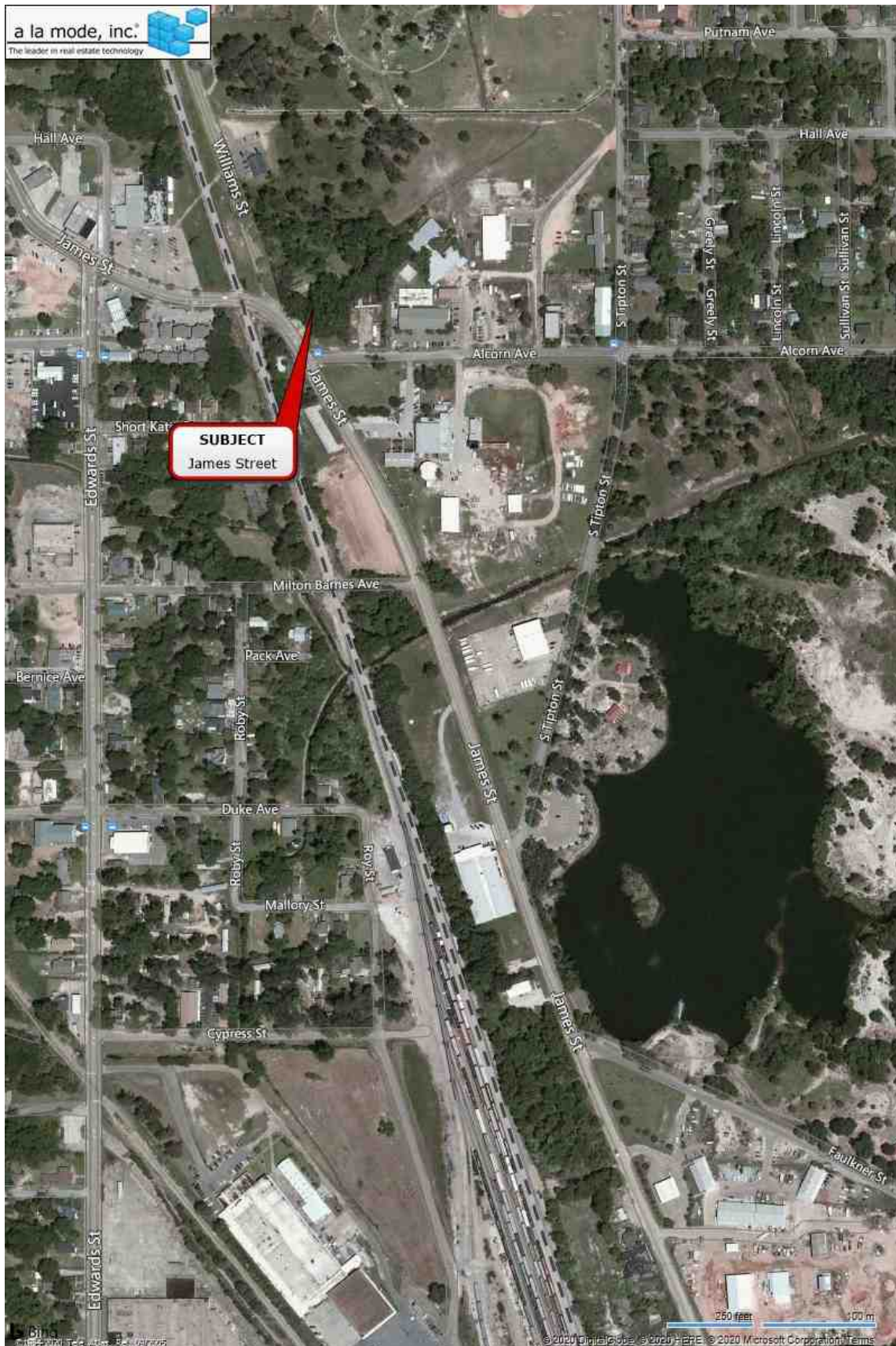
Location Map

Owner	Lloyd Roseberry, et al					
Property Address	James Street					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



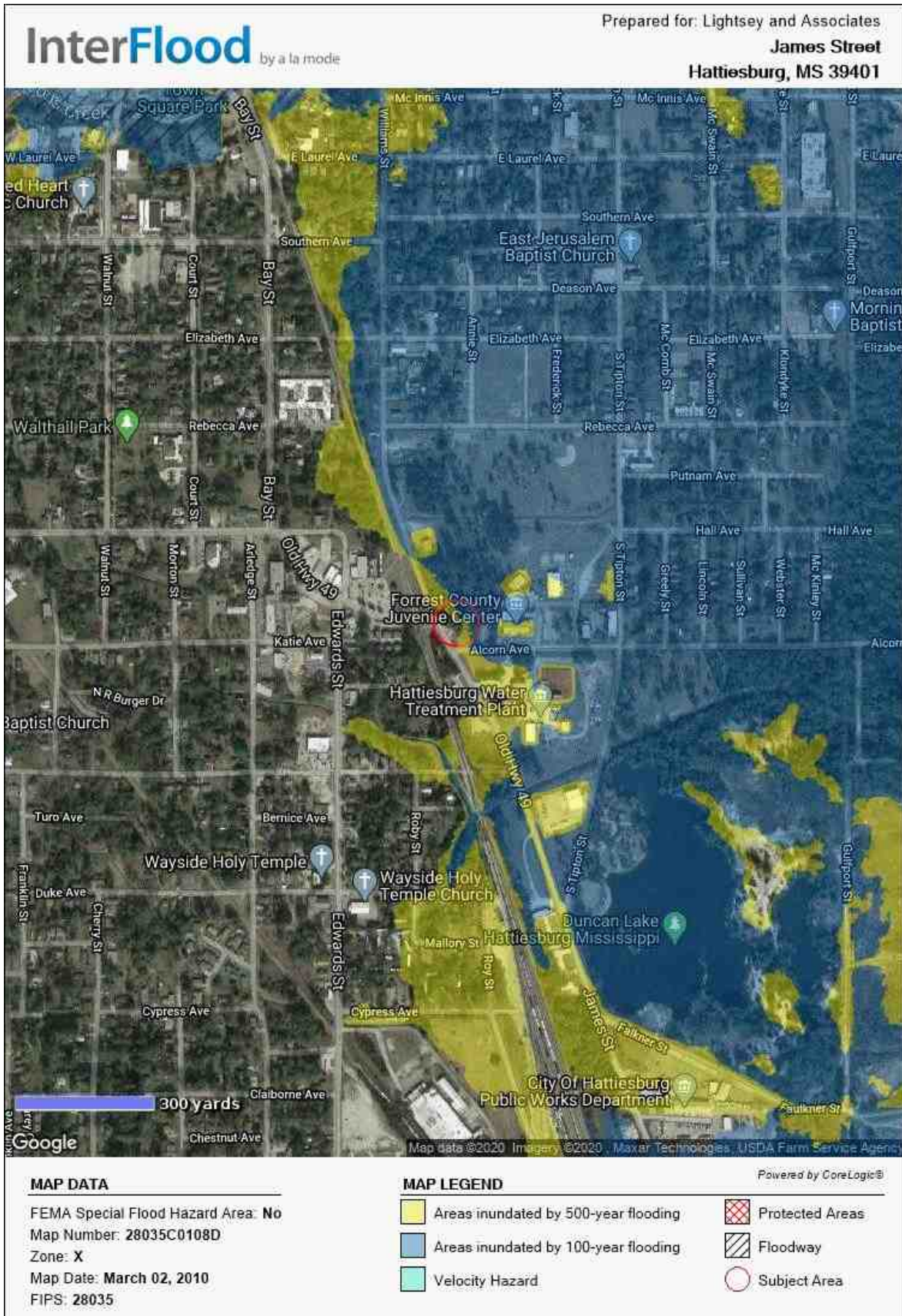
Location Map

Owner	Lloyd Roseberry, et al					
Property Address	James Street					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Flood Map

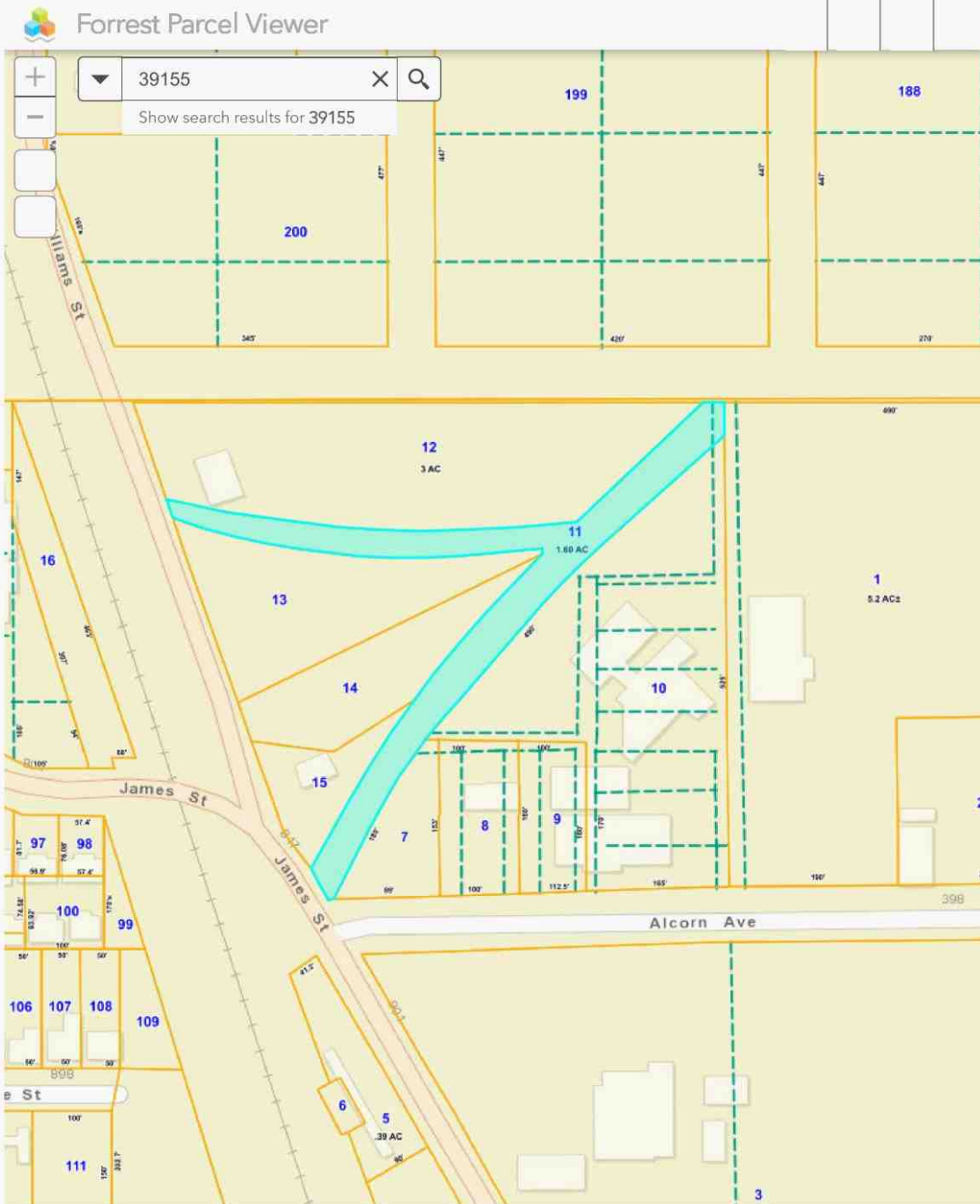
Owner	Lloyd Roseberry, et al					
Property Address	James Street					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Plat Map

5/18/2020

Forrest Parcel Viewer



<https://agdonline.maps.arcgis.com/apps/webappviewer/index.html?id=507a95128fbb423abaffacd073a5f2a5>

1/1

Survey

Lloyd Roseberry and Dumas Smith C/O Rebecca Ratliff- +/-0.05 Ac.

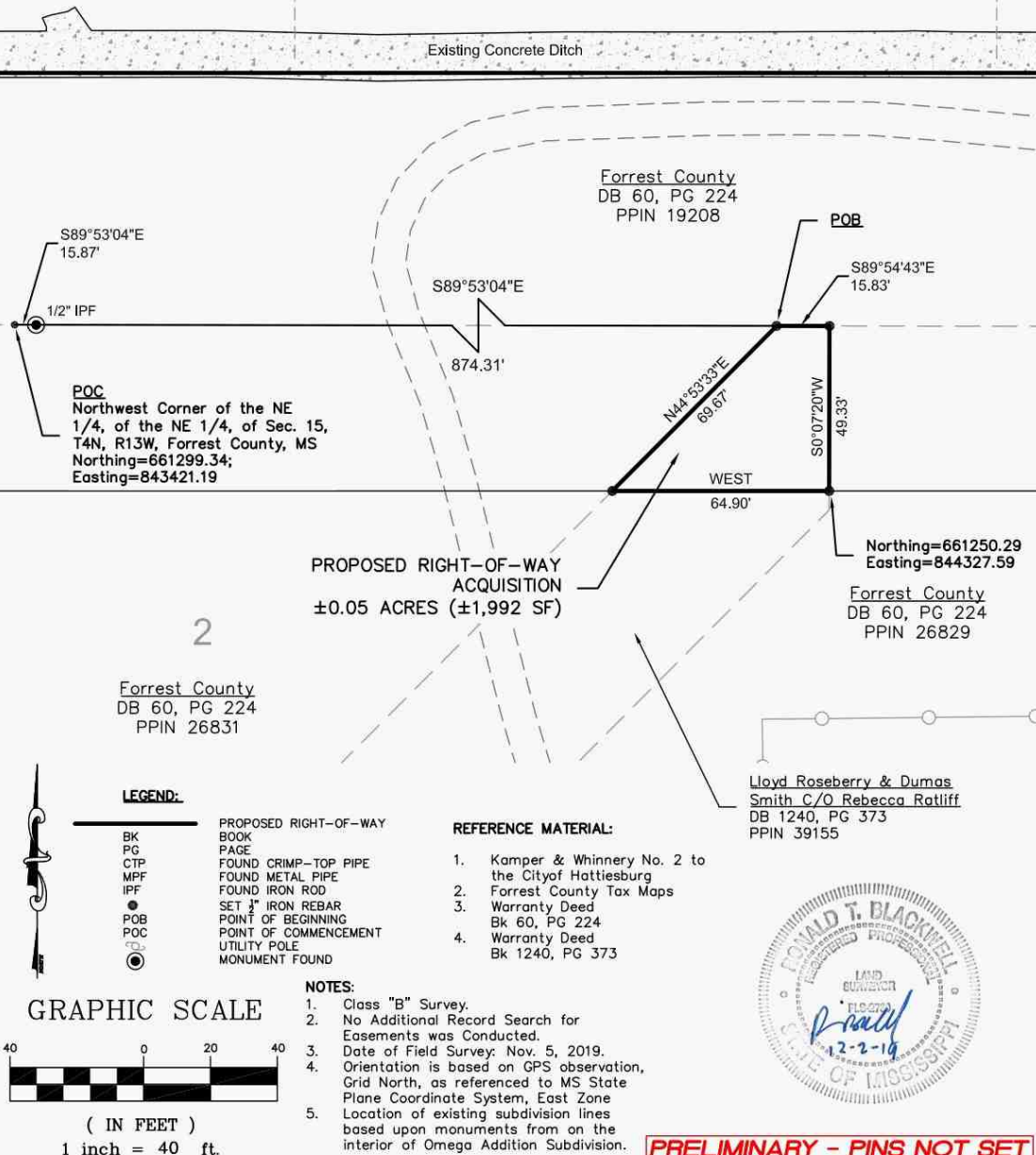
LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

A parcel of land being part of the Northeast 1/4, of the Northeast 1/4, of Section 15, of Township 4 North, Range 13 West, Forrest County, Mississippi, being more particularly described as follows:

Commencing at the Northwest Corner of said Northeast 1/4, of the Northeast 1/4, of Section 15; said point also being the Northeast Corner of Lot 2 of Block 1 of J.E. Arledge Survey of the City of Hattiesburg, Mississippi; thence run South 89 degrees 53 minutes 04 seconds East and along the northern boundary of said Northeast 1/4, of said Northeast 1/4, for a distance of 15.87 feet to a 1/2" iron pin, said point also being a point on the western right-of-way boundary of CN Railroad; thence continue South 89 degrees 53 minutes 04 seconds East for a distance of 874.31 feet to the to a point on the boundary of a parcel of land being described in Deed Book 60, Page 224 on file in the office of Chancery Clerk of Forrest County, Mississippi, said point also being the Point of Beginning; thence run and along said parcel boundary for the following two (2) calls: run South 89 degrees 54 minutes 43 seconds East for a distance of 15.83 feet; thence run South 00 degrees 07 minutes 20 seconds West for a distance of 49.33 feet; thence leaving said parcel boundary run West for a distance of 64.90 feet to a point on said the boundary of said parcel of land being described in Deed Book 60, Page 224 on file in the office of Chancery Clerk of Forrest County, Mississippi; thence run and along said parcel boundary North 44 degrees 53 minutes 33 Seconds East for a distance of 69.67 feet back to the POINT OF BEGINNING. Said parcel contains 0.05 acres (1,992 square feet), more or less.

STATE PLANE DATA

State Plane Zone: MS East-2301
Datum: NAD 1983
Combined Factor: 0.99997202
Convergence Angle: -0° 13' 50.86"
Reference Point: POC



Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com



PREPARED FOR:
Right-of-Way Survey
Lloyd Roseberry and Dumas Smith
C/O Rebecca Ratliff
PPIN: 39155

CCE NO: 76242036
SCALE: 1" = 40'
DATE: 11/30/2019
CHECKED: RTB
DRAWN: JCR
SHEET 1 OF 1

Drawing Location: S:\76242036\dwg\PLATS\76242036-PLATS.dwg

Tax Data

5/18/2020

Delta Computer Systems

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link FORREST COUNTY, MS

Current Date **5/18/2020**

Tax Year **2019**
Records Last Updated **5/18/2020**

PROPERTY DETAIL

OWNER ROSEBERRY LLOYD & DUMAS L SMIT
C/O ROSEBERRY JAMES
PO BOX 15206
HATTIESBURG MS 39404-5206

ACRES : **NA**
LAND VALUE : 1340
IMPROVEMENTS : 1100
TOTAL VALUE: 2440
ASSESSED : 366

PARCEL 2-038A-15-011.00
ADDRESS 718 JAMES ST

TAX INFORMATION

YEAR 2019	TAX DUE	PAID	BALANCE
COUNTY	23.81	0.00	24.76
CITY	19.45	0.00	20.23
SCHOOL	23.46	0.00	24.40
TOTAL	66.72	0.00	69.39 4% Penalty

LAST PAYMENT DATE **NA**

TAXES DELINQUENT PRIOR YEAR MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL
HOMESTEAD CODE None	THE FORMER WYE TRACK ROW OF
TAX DISTRICT 1110	THE I.C. R R CO LYING N OF ALC
PPIN 039155	ORN AVE & E OF WILLIAMS ST- LO
SECTION 15	CATED IN THE NE1/4 OF SECTION
TOWNSHIP 04N	15-4N-13W MORE PARTICULARLY
RANGE 13W	DESCRIBED AS FOLLOWS:
	A STRIP OF LAND SO WIDE-BEING
	25' IN WIDTH ON EACH SIDE OF

Book **Page**

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
2018	KALE FARMS	NOT REDEEMED

[View Appraisal Record](#)

[Back](#)

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Photograph Addendum

Owner	Lloyd Roseberry, et al					
Property Address	James Street					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



View of Subject from James Street



View of James Street

Photograph Addendum

Owner	Lloyd Roseberry, et al					
Property Address	James Street					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



View of Williams Street



View of subject from Williams Street

Lloyd Roseberry and Dumas Smith C/O Rebecca Ratliff- +/-0.05 Ac.

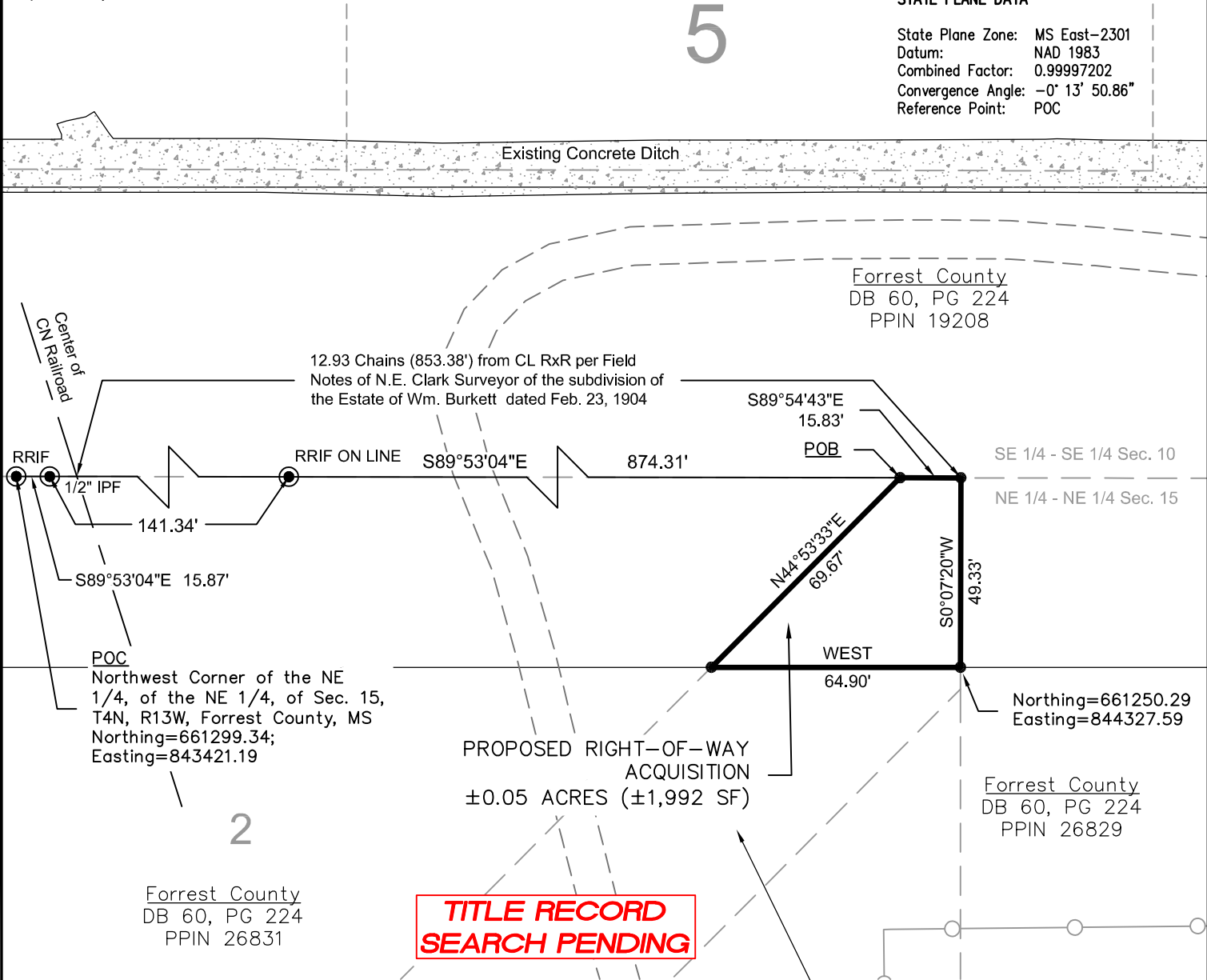
LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

A parcel of land being part of the Northeast 1/4 of the Northeast 1/4 of Section 15, of Township 4 North, Range 13 West, Forrest County, Mississippi, being more particularly described as follows:

Commencing at a found railroad iron at the Northwest Corner of said Northeast 1/4 of the Northeast 1/4 of Section 15; said point also being the Northeast Corner of Lot 2 of Block 1 of J.E. Arledge Survey of the City of Hattiesburg, Mississippi; thence run South 89 degrees 53 minutes 04 seconds East and along the northern boundary of said Northeast 1/4 of the Northeast 1/4 for a distance of 15.87 feet to an 1/2" iron pin, said point also being a point on the western right-of-way boundary of CN Railroad; thence continue South 89 degrees 53 minutes 04 seconds East along the North line of said Northeast 1/4 of the Northeast 1/4 for a distance of 874.31 feet to the Northwest corner of that parcel described in Deed Book 60, Page 224 on file in the office of Chancery Clerk of Forrest County, Mississippi, said point also being the POINT OF BEGINNING; thence continue along the North line of said Northeast 1/4 of the Northeast 1/4 South 89 degrees 54 minutes 43 seconds East for a distance of 15.83 feet; thence run South 00 degrees 07 minutes 20 seconds West for a distance of 49.33 feet; thence West for a distance of 64.90 feet to a point on the West boundary of said parcel of land being described in Deed Book 60, Page 224 on file in the office of Chancery Clerk of Forrest County, Mississippi; thence run and along said parcel boundary North 44 degrees 53 minutes 33 Seconds East for a distance of 69.67 feet back to the Point of Beginning. Said parcel contains 0.05 acres (1,992 square feet), more or less.

STATE PLANE DATA

State Plane Zone: MS East-2301
Datum: NAD 1983
Combined Factor: 0.99997202
Convergence Angle: -0° 13' 50.86"
Reference Point: POC



**TITLE RECORD
SEARCH PENDING**

LEGEND:

BK BOOK
PG PAGE
CTP FOUND CRIMP-TOP PIPE
MPF FOUND METAL PIPE
IPF FOUND IRON ROD
● SET 1/2" IRON REBAR
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
○ UTILITY POLE
RRIF MONUMENT FOUND RAILROAD IRON FOUND

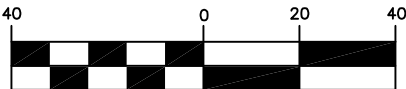
REFERENCE MATERIAL:

1. Kamper & Whinnery No. 2 Addition to the City of Hattiesburg
2. Forrest County Tax Maps
3. Warranty Deed Bk 60, PG 224
4. Warranty Deed Bk 556, PG 670
5. Field Notes by N.E. Clark - Surveyor of William Burkett Estate Dated 02/23/1904

NOTES:

1. Class "B" Survey.
2. No Additional Record Search for Easements was Conducted.
3. Date of Field Survey: Nov. 5, 2019.
4. Orientation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone

GRAPHIC SCALE



(IN FEET)

1 inch = 40 ft.



PRELIMINARY - PINS NOT SET

Clearpoint
CONSULTING ENGINEERS, P.A.

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t 601.261.2609 | f 601.261.5573 | clearpointengineers.com

PREPARED FOR:



Right-of-Way Survey

**Lloyd Roseberry
and Dumas Smith
C/O Rebecca Ratliff
PPIN: 39155**

CCE NO.: 76242036

SCALE: 1" = 40'

DATE: 11/30/2019

CHECKED: RTB

DRAWN: JCR

SHEET 1 OF 1



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, June 16, 2020

Re: Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-029P-10-304.00 (PPIN 019184) for the Hall Avenue Overpass Project: Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$2,060.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$2,060.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.

File Number: 2020-367

Minute Book #

Summary

Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-029P-10-304.00 (PPIN 019184) for the Hall Avenue Overpass Project: Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$2,060.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$2,060.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction

Recommendation Statement

I recommend approval of this item.

Please place this on the June 16, 2020 City Council meeting for consideration.

Property to be Acquired:

**710 Hall Avenue
Hattiesburg, MS 39401**

Owner of Property:

**Hall Bay Properties, LLC
710 Hall Ave.
Hattiesburg, MS 39401**

Property Acquisition Checklist		Notes
Confirmed owner of the property	☒	10/01/19 – Stephen K. Thomas
Checked for liens	☒	10/01/19 – Stephen K. Thomas
Checked for judgments	☒	10/01/19 – Stephen K. Thomas
Obtained owner's mailing address	☒	05/28/20 – Used the address provided from property tax records
Obtained owner's phone number(s)	☐	
Contacted owner by phone	☐	
Scheduled meeting	☐	
Obtained signed deed	☐	
Placed on Council Agenda	☐	
Check delivered to owner	☐	
Deed recorded	☐	
Mailed 30-day letter to owner	☒	05/28/20 – JD mailed letter
Mailed 60-day letter to owner	☐	
Mailed 90-day letter to owner	☐	
Filed Eminent Domain Complaint	☐	
Served Owner with Complaint	☐	

COUNCIL MINUTE ORDER

Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-029P-10-304-00 (PPIN 19184) for the Hall Avenue Overpass Project;

Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$2,060.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$\$2,060.00; Authorize Mayor to execute any and all documents required to complete the transaction.

Richard & Thomas, PLLC
Attorneys at Law

Stephen K. Thomas

132 Westover Drive
Hattiesburg, MS 39402
(601)602-2457 phone
(601)602-2458 fax

October 1, 2019

City of Hattiesburg
Attn: Lamar Rutland
P.O. Box 1898
Hattiesburg, MS 39403-1898

Re: Hall Avenue East Project (Property 1)

Lots 11 and 12, and the East 130 feet of Lots 9 and 10, Block 121, Kamper & Whinnery Subdivision, Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, and being more particularly described as follows:

Commence at the intersection of the South line of Rebecca Avenue and the West line of Bay Street; said point being the Northeast corner of Block 121 of said subdivision, and run South along the West line of Bay Street for 420 feet to the Northeast corner of Lot 12, to and for the Point of Beginning. From the Point of Beginning, turn 90 degrees to the right and run West 300 feet; thence turn 90 degrees to the left and run South for 114.8 feet, to a point on the North line of Hall Avenue; thence turn 90 degrees to the left and run East and along the North line of Hall Avenue 300 feet to the intersection of the West line of Bay Street for 114.8 feet to the Point of Beginning, the said real estate having been known at Municipal No. 617 Bay Street in the City of Hattiesburg, Forrest County, Mississippi.

Pursuant to your request, I have examined the land records on file in the office of the Chancery Clerk of Forrest County, Mississippi, relating to the above described real property for a period back of thirty-one years prior to this date, and find sufficient evidence that the above described property was conveyed by Warranty Deed to **HALL-BAY PROPERTIES, LLC, a Mississippi limited liability company**, dated March 9, 2017, and recorded in Land Deed Book 1251 at Page 117. Based upon my examination for the aforesaid period and with the presumption that prior conveyances in chain of title are legal and valid, it is my opinion that the said Hall-Bay Properties, LLC, owns a fee simple, merchantable in and to above described real property subject to the following liens, encumbrances and reservations;

RESERVATIONS

1. This opinion does not cover the oil, gas or other minerals lying on or under said property

and no opinion is given thereon.

2. As no current survey is present, I do not certify as to the actual occupancy, nor to matters which should be revealed by an accurate survey of subject lands, nor do I certify rights of parties in possession, deficiency in the quantity of lands, boundary line disputes, roadways, unrecorded servitudes or easements, any matters not of proper record which would be disclosed by a true and accurate survey and inspection of the property, and easements or other uses of subject lands not so visible from the surface.
3. Title is subject to any liability or loss due to environmental contamination by past uses of the property as a toxic hazardous waste site, or due to violation of any environmental protection law of any governmental body.
4. Title is subject to instruments of record being properly filed and indexed in the office of the Chancery Clerk where the property is located.
5. This is not a guarantee of title and is not an insurance policy on said property, and this opinion is for the use and benefit of only the party or parties to whom it is addressed and may not be availed of or relied upon by any other person(s) or entity.

ENCUMBRANCES

Deed of Trust from Hall-Bay Properties, LLC, to Bobby Knox, Trustee, for Community Bank, Ellisville, Mississippi, Beneficiary, dated March 9, 2017, securing \$248,902.28, and recorded in Land Deed of Trust Book 2112 at Page 649.

Assignment of Leases and Rents from Hall-Bay Properties, LLC, to Community Bank, Ellisville, Mississippi, Beneficiary, dated March 9, 2017, securing \$248,902.28, and recorded in Land Deed of Trust Book 2112 at Page 665.

TAXES

Taxes assessed by Forrest County, Mississippi for 2019 are not due and owing but would constitute a lien against said property if not paid by January 31, 2020.

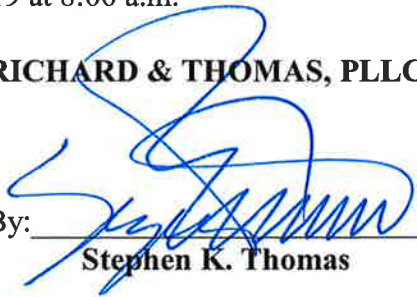
2018 Forrest County ad valorem taxes for Parcel No. 2-029P-10-304.00, PPIN 19184, are **paid** in the amount of \$8,675.64.

JUDGMENTS

This opinion reflects only those judgments recorded on the Judgment Rolls in the office of the Circuit Clerk of Forrest County, Mississippi. As of this date, no such judgments appear.

This, the 1st day of October, A.D., 2019 at 8:00 a.m.

RICHARD & THOMAS, PLLC

By: 

Stephen K. Thomas

APPRAISAL OF PROPERTY AT

710 HALL AVENUE

PPIN # 019184

HATTIESBURG, MS

LIGHTSEY & ASSOCIATES

P.O. Box 15489
Hattiesburg, MS 39404
(601) 584-6260

May 26, 2020

Mr. Lamar Rutland
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

RE: Appraisal of property at 710 Hall Avenue,
Hattiesburg, MS

Dear Mr. Rutland:

In accordance with the your request, I have made an inspection and investigation of the property located at 710 Hall Avenue, Hattiesburg, Mississippi, for the purpose of forming an opinion of the Market Value, in fee simple, as of May 14, 2020, the effective date of the appraisal being the date the subject property was last inspected. The value opinion is both before and after the taking of a 1,471 square foot parcel (.03 acre) in conjunction with the Hall Avenue railroad overpass by the City of Hattiesburg and noting damages to the remainder, if any.

Market Value is defined as the most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which the property will sell in an open and competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self interest, and assuming that neither is under undue duress.

NEIGHBORHOOD DESCRIPTION

The subject area lies to the southeast of downtown Hattiesburg and is located on the southern fringe of the Hattiesburg Historical Neighborhood district. The general area contains a wide age range of properties that range from commercial/retail uses to single-family dwellings and multi-family dwellings. The subject is in relative close proximity to public schools, shopping and employment centers, and medical facilities. Many single unit homes in the area have been refurbished in recent years. The new Hattiesburg Law Enforcement Complex is under construction on Hall Avenue at the southern end of Bay Street. The majority of properties in the area are in excess of fifty years old.

SITE DESCRIPTION

The subject site is located at the northwesterly corner of Hall Avenue and Bay Street. It has a frontage of 300 feet on the northerly side of Hall Avenue and extends to a depth of 110 feet along Bay Street. The site is generally rectangular in shape and contains approximately 33,000 square feet. The site is at or above street grade, and appears to have adequate utility for use as a site for a professional business entity. The property does not appear to lie in a designated flood area, though this is subject to certification by a professional engineer or surveyor. All public utilities area connected or available to the site. A survey and plat map are included in the addenda of this report in order to assist the reader in visualizing the property. There were no adverse soil or subsoil conditions observed; however, no soil tests have been made as a part of this report. The property is zoned B-1, Professional Business District, by the zoning authorities of the City of Hattiesburg. The City of Hattiesburg intends to take a 1,471 square foot irregularly shaped parcel at the corner of Hall Avenue and Bay Street. Following the taking, the subject site will be effectively reduced in size to 31,529 square feet. It will remain a conforming site under present zoning regulations. Access and utility will remain essentially the same. There appears to be no damage to the remainder parcel.

IMPROVEMENTS DESCRIPTIONS

There is a brick veneered single story building on concrete slab with composition shingle roof located on the subject parcel. It is utilized as a funeral home and for related office space. This building is well removed from the acquisition area and will not, in the appraiser's opinion, be affected by the acquisition. Thus, this building is given no consideration in the appraisal.

PROPERTY HISTORY

Tax Assessor's records show a warranty deed transfer of the subject property dated 03/09/2017. Mississippi is a non-disclosure state and sales price is not a matter of public record. The appraiser does not conduct a title search in the normal course of business. The subject property is not known to be listed for sale nor under contract.

TAXES

The total taxes for the subject property for 2019 are \$8,645.29. The total true value (tax value) of the property is \$316,170.00 with an assessed value of \$47,426.00.

HIGHEST AND BEST USE

In order to estimate the Highest and Best Use of the subject, the surrounding property uses as well as the four tests of Highest and Best Use were considered. These are 1)physically possible, 2)legally permissible, 3)financially feasible, and 4)maximally productive. After considering these factors, the Highest and Best Use of the site as vacant is estimated to be for professional business use. The Highest and Best Use of the property as presently improved is estimated to be for a funeral home and office space. These Highest and Best Use estimates apply both before and after the taking.

INTENDED USE AND SCOPE OF THE APPRAISAL

This appraisal is intended to assist the client, Mr. Lamar Rutland of the City of Hattiesburg, in forming an opinion of value of the subject property both before and after the taking of a 1,471 square foot parcel by the City for road widening. In preparing this appraisal, the appraiser inspected the subject site; gathered information on comparable land sales and listings, confirmed and analyzed the data and applied the Sales Comparison Approach to value. As only the land was considered in this appraisal, this was the only approach deemed applicable to the subject's valuation.

APPRAISAL PROCESS

In good appraisal practice, three approaches to value are normally used to arrive at a value conclusion for a given property. These approaches are the Sales Comparison Approach, the Cost Approach, and the Income Approach. The Sales Comparison Approach is based on deriving a value indication by comparing properties that have been sold recently to the subject property and adjusting the sales price of the comparables for any basic differences. The Income Approach considers the present value of the future benefits of income and ownership. To estimate the income potential of the subject, comparable rents are obtained and reconciled to the subject, then a deduction is made for anticipated expenses. The resulting net income is then capitalized into value using a rate supported by market data. The Cost Approach provides a value indicator based on the cost to reproduce the improvements less any observed depreciation. The value estimate of the land developed through the Sales Comparison Approach is then added to the depreciated value estimate of the Improvements. As noted above, the appraiser has utilized the Sales Comparison Approach only as the land only is considered in this appraisal report.

LAND SALES

The following vacant land sales were utilized to arrive at opinion of value for the subject site.

LAND SALE NO. 1

Location: East Hardy Street, Hattiesburg
Date: 08/22/2018
Price: \$43,000
Size: 29,023 sq ft
Price/SF: \$1.48
Zoning: B-3, Community Business District
Confirmation: HUD Statement/Erik Lowrey
Comments: Located just west of Klondyke Street on East Hardy.
Vacant site at sale. Some chain link fencing.

LAND SALE NO. 2

Location: 305 Mobile Street., Hattiesburg
Date: 12/04/2008
Price: \$22,000
Size: 36,475 sq ft
Price/SF: \$.60
Zoning: B-5, Regional Business District
Confirmation: Assist 2 Sell Real Estate
Comments: Located just north of Main Street.
Vacant site purchased for future development.

LAND SALE NO. 3

Location: 221 Market Street , Hattiesburg
Date: 08/31/2017
Price: \$30,000
Size: 24,829 sq ft
Price/SF: \$1.21
Zoning: B-5, Regional Business District
Confirmation: Berkshire Hathaway
Comments: Located just north of Main Street. Vacant site purchased for future development.

LAND SALE NO. 4

Location: 702 West 7th Street, Hattiesburg
Date: 04/29/2009
Price: \$30,000
Size: 43,907 sq ft
Price/SF: \$.68
Zoning: B-2, Neighborhood Business District
Confirmation: J E Smith Realty
Comments: Located north of Hardy Street and west of downtown. Vacant site purchased for future development.

The above lot sales indicate an unadjusted range in value from \$.60 to \$1.48 per square foot. All are in the subject market segment. The subject area is virtually fully developed and there are very few vacant sites that are available for sale. Research of the market found these sales to be the most recent and relevant to the subject's valuation. Sale 1 was given the most reliance due to time and location. After considering time, size, location, topography, and other pertinent factors, the value opinion of the subject site is \$1.40 per square foot. Thus the value of the subject is:

BEFORE VALUE

33,000 sf @ \$1.40 = \$46,200.00

AFTER VALUE

31,529 sf @ \$1.40 = \$44,140.00

Value Before Taking	\$46,200.00
Value After Taking	\$44,140.00
Damages	\$ -0-
Just Compensation Due Owner	\$ 2,060.00

I appreciate the opportunity to prepare this appraisal report for you. Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely

Stan Lightsey

Stan Lightsey
RA-16

ADDENDA

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- the statements contained in this report are true and correct.**
- the reported analyses, opinions, and conclusions are limited only by the reporting assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.**
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved unless otherwise stated.**
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.**
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.**
- My compensation for completing this assignment is not contingent upon the developing or reporting of a predetermined value or a direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.**
- no one provided significant appraisal assistance to the person signing this appraisal unless otherwise noted.**
- unless otherwise noted, the person signing this report has not performed an appraisal or rendered any other service regarding the subject property in the past three years.**
- The Appraisal Institute conducts a voluntary re-certification process for its designated members. I am currently certified under this program.**

Stan Lightsey

**Stan Lightsey
RA-16**

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following limiting conditions:

The legal description furnished is assumed to be correct.

No responsibility is assumed for matters of a legal character nor does the appraiser render any opinion as to title which is assumed to be good. All existing liens and encumbrances have been disregarded unless otherwise noted and the property is appraised as though free and clear and under responsible ownership and competent management.

The appraiser believes to be accurate the information provided by others; but assumes no responsibility for its accuracy.

Possession of this report, or a copy thereof, does not carry with it the right of publication, and neither all nor any part of the contents of this report may be disseminated to the public through media of any type nor may be used for any other purpose other than that specified in the engagement by the client without the previous written consent of the appraiser and client particularly as to the value conclusions, the identity of the appraiser or the firm with which he is employed, or to the SRA designation of The Appraisal Institute.

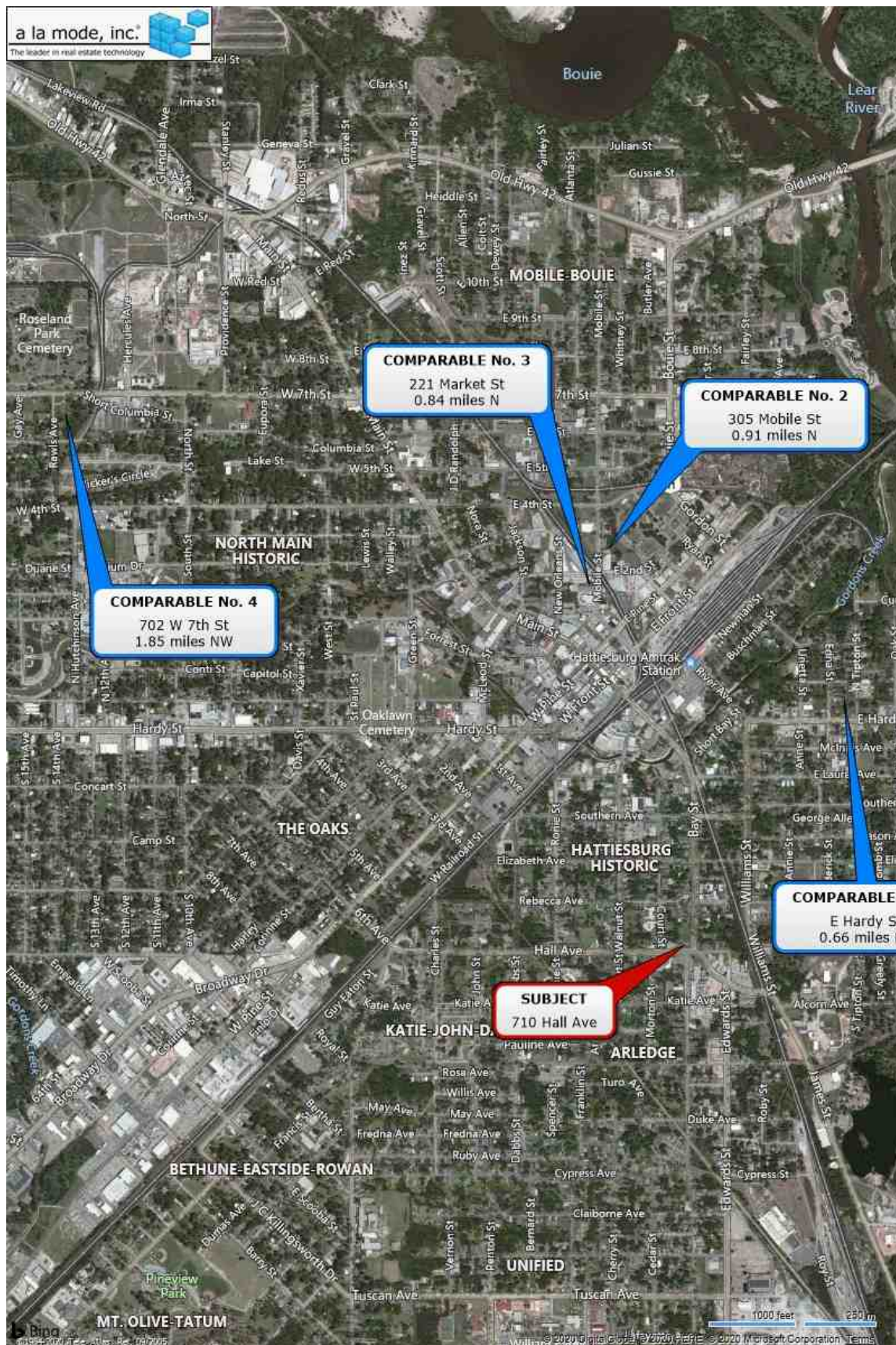
The appraiser will not be required to give testimony or appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made.

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

Unless otherwise stated in this report, the existence of hazardous substances, including but not limited to asbestos, poly-chlorinated biphenyls, petroleum leakage, mold, or agricultural chemicals; which may or may not be present on the property, or other environmental conditions; were not called to the attention of nor did the appraiser become aware of such during the inspection of the property. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser is not an expert in the environmental field and is not qualified to test for such substances or conditions. If the presence of hazardous substances or environmental conditions may affect the value of the property, the value opinion is predicated on the assumption that there is no such condition in or on the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for such conditions; nor for any expertise or knowledge required to discover them. The client is advised to retain an expert in the field of environmental impact on real estate if such conditions are suspected.

Location Map

Owner	Hall Bay Properties, LLC					
Property Address	710 Hall Ave					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



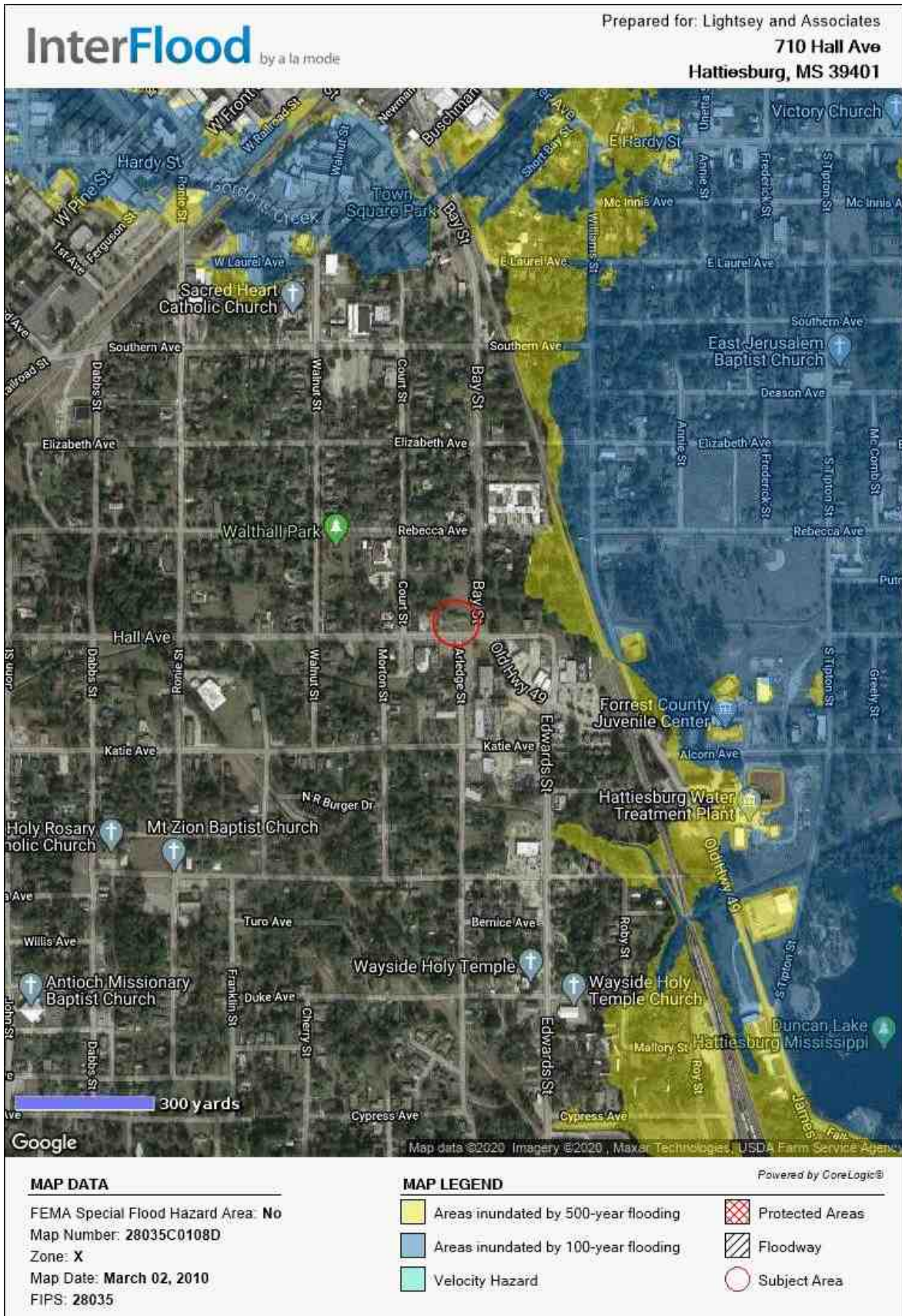
Location Map

Owner	Hall Bay Properties, LLC					
Property Address	710 Hall Ave					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Flood Map

Owner	Hall Bay Properties, LLC					
Property Address	710 Hall Ave					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Plat Map

5/26/2020

Forrest Parcel Viewer

 Forrest Parcel Viewer



100ft
-89.285 31.319 Degrees

<https://agdonline.maps.arcgis.com/apps/webappviewer/index.html?id=507a95128fbb423abaffacd073a5f2a5>

1/1

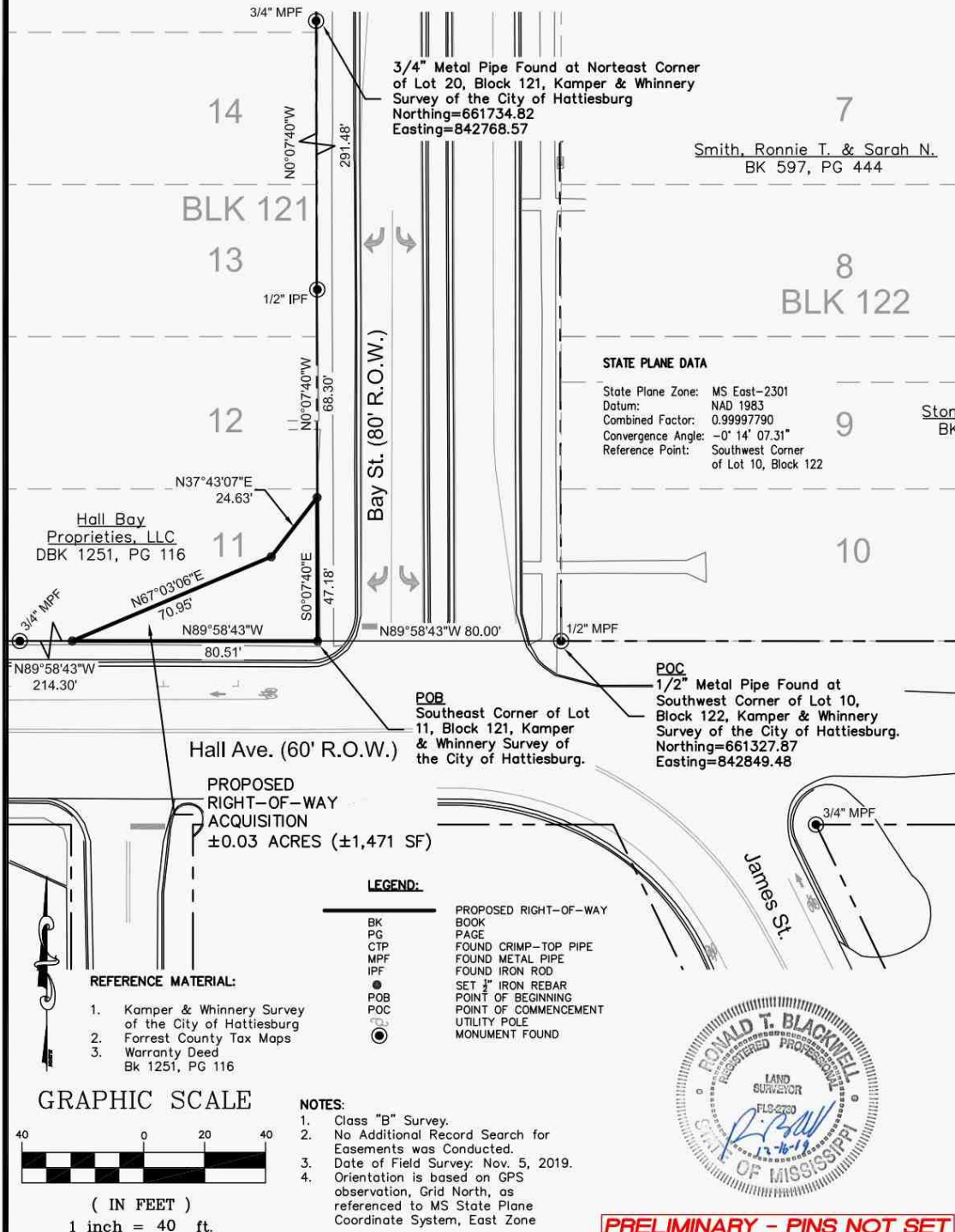
Survey

Hall Bay Properties, LLC - +/-0.03 Ac.

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

A parcel of land being part of Lot 11 of Block 121 of Kamper and Whinnery Survey of the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows:

Commencing at 1/2" metal pipe found at the Southwest Corner of Lot 10, Block 122, of Said Kamper and Whinnery Survey of the City of Hattiesburg, Mississippi; thence run North 89 degrees 58 minutes 43 seconds West for a distance of 80.00 feet to the Southeast Corner of Lot 11 of Block 121 of said Kamper and Whinnery Survey of the City of Hattiesburg, Mississippi; said point also being a point on the northern right-of-way boundary of Hall Avenue; said point also being the POINT OF BEGINNING; thence run and along said northern right-of-way boundary North 89 degrees 58 minutes 43 seconds West for a distance of 80.51 feet; thence leaving said northern right-of-way boundary run North 67 degrees 03 minutes 06 seconds East for a distance of 70.95 feet; thence run North 37 degrees 43 minutes 07 seconds East for a distance of 24.63 feet to a point on the western right-of-way boundary of Bay Street; thence run along said western right-of-way boundary South 00 degrees 07 minutes 40 seconds East for a distance of 47.18 feet back to the POINT OF BEGINNING. Said parcel contains 0.03 acres (1,471 square feet), more or less.



Clearpoint
 CONSULTING ENGINEERS, P.A.
 6652 US Highway 98 | Hattiesburg, MS 39402
 t 601.261.2609 | f 601.261.5573 | clearpointengineers.com



PREPARED FOR: Right-of-Way Survey
Hall Bay Properties, LLC
PPIN: 19184

CCE NO: 76242036
SCALE: 1" = 40'
DATE: 11/30/2019
CHECKED: RTB
DRAWN: JCR
SHEET 1 OF 1

Drawing Location: S:\76242036\dwg\PLATS\76242036-PLATS.dwg

Tax Data

5/26/2020

Delta Computer Systems

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link FORREST COUNTY, MS

Current Date 5/26/2020

Tax Year 2019
Records Last Updated 5/26/2020

PROPERTY DETAIL

OWNER HALL BAY PROPERTIES LLC
C/O FAIRLEY FUNERAL HOME
710 HALL AVE
HATTIESBURG MS 39401

ACRES : **NA**
LAND VALUE : 72990
IMPROVEMENTS : 243180
TOTAL VALUE: 316170
ASSESSED : 47426

PARCEL 2-029P-10-304.00
ADDRESS 710 HALL AVENUE

TAX INFORMATION

YEAR 2019	TAX DUE	PAID	BALANCE
COUNTY	3085.54	3085.54	0.00
CITY	2519.74	2519.74	0.00
SCHOOL	3040.01	3040.01	0.00
TOTAL	8645.29	8645.29	0.00

LAST PAYMENT DATE 2 / 1 / 2020

MISCELLANEOUS INFORMATION

EXEMPT CODE		LEGAL E 130FT OF LT 9 & 10 & ALL
HOMESTEAD CODE None		LOTS 11 & 12 BLK 121
TAX DISTRICT 1110		DB554-P469 5/85, B558-476
PPIN 019184		BK 0608 PG 0432 01/17/1989
SECTION 10		PREV #:H0444-54-007
TOWNSHIP 03N		KAMPER & WHINNERY 1ST
RANGE 13W		

Book 1251 **Page** 116

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
2010	US BANK-CUST/SASS MUNI VI DTR	12/20/2011 COMMUNITY BANK

[View Appraisal Record](#)

[Back](#)

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Photograph Addendum

Owner	Hall Bay Properties, LLC					
Property Address	710 Hall Ave					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



View of Subject



View of Hall Avenue

Photograph Addendum

Owner	Hall Bay Properties, LLC					
Property Address	710 Hall Ave					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					

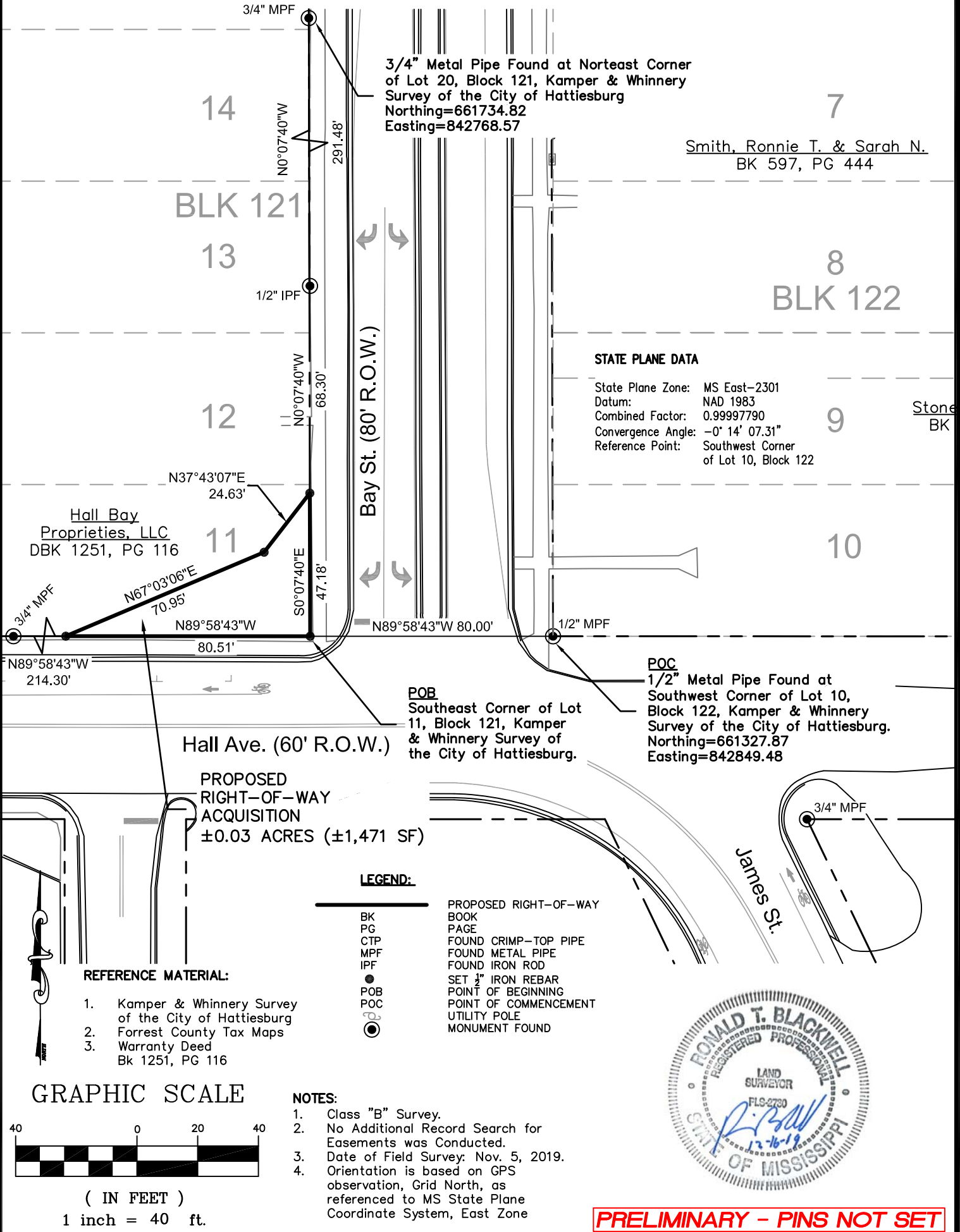


View of Subject



View of Bay Street

Hall Bay Properties, LLC - +/-0.03 Ac.
LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)
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Clearpoint

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PREPARED FOR:

Right-of-Way Survey

Hall Bay Properties, LLC

PPIN: 19184

CCE NO.: 76242036
SCALE: 1" = 40'
DATE: 11/30/2019
CHECKED: RTB
DRAWN: JCR
SHEET 1 OF 1



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, June 16, 2020

Re: Acknowledge bids received May 28, 2020 for the Mechanical Control Systems for the Hattiesburg Public Safety Complex project and accept the bid from Powers of Mississippi, Inc. in the amount of \$225,000.00; Authorize Mayor to execute contracts upon preparation.
File Number: 2020-375
Minute Book #

Summary

Acknowledge bids received May 28, 2020 for the Mechanical Control Systems for the Hattiesburg Public Safety Complex project and accept the bid from Powers of Mississippi, Inc. in the amount of \$225,000.00; Authorize Mayor to execute contracts upon preparation.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 16, 2020 City Council meeting for consideration.



June 2, 2020

Mr. Lamar Rutland, P.E. – Director of Engineering
City of Hattiesburg
212 W Front Street
Hattiesburg, MS 39401

RE: Energy Management & Control System Proposals
Hattiesburg Public Safety Complex
Hattiesburg, MS

Dear Mr. Rutland,

Four bids were received for the Energy Management & Control System on the subject project. Powers of Mississippi, Inc., Certificate of Responsibility No. 23728-SC submitted the low bid of \$225,000.00. A summary of all quotes received is provided below.

<u>COMPANY</u>	<u>BASE BID</u>
Powers of Mississippi, Inc	\$225,000.00
WME Applied Systems, Inc..	\$377,549.00
Siemens Industry, Inc.	\$506,521.00
Johnson Controls	\$590,000.00

Engineering Resource Group (ERG) has reviewed the bids and finds the low bid to be appropriate acceptable. ERG recommends that the Energy Management & Control System be awarded to Powers of Mississippi, Inc. with a total contract amount of \$225,000.00.

Please advise if you have any questions.

Sincerely,

ENGINEERING RESOURCE GROUP, INC.

A handwritten signature in blue ink, appearing to read 'Chad E. Moore', with a stylized flourish at the end.

Chad E. Moore, PE, CxA, LEED AP
Principal

CEM/bs

April 7, 2020

FORM OF PROPOSAL

DATE: 5/28/2020

PROPOSAL FROM: Powers of Mississippi Inc.
(List Company Name)

TO OWNER: CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

PROJECT: HATTIESBURG PUBLIC SAFETY COMPLEX – MECHANICAL CONTROLS
HATTIESBURG, MISSISSIPPI

Ladies & Gentlemen:

Having carefully examined all Contract Documents and addenda for the construction of the project in caption, the undersigned purposes to furnish all labor, materials and services required for the construction in accordance with these documents for the sum as follows:

BASE BID:

Two Hundred Twenty-Five Thousand DOLLARS

(\$ 225,000.00)

TIME: The undersigned agrees to complete the work within Contract Schedule calendar days from the date of the Notice to Proceed issued by the Architect. It is also agreed that this proposal/contract price will be valid for the minimum time of **60 DAYS** from the date of opening.

BID SECURITY:

Bid Security in the form of Bid Bond is attached in the amount of \$ (5% of Bid Amount)

ADDENDA:

Receipt of the following addenda is acknowledged:

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

GENERAL CONTRACTOR:

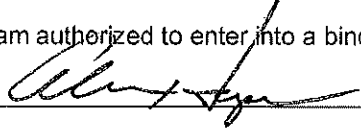
Mississippi Certificate of Responsibility No: 23728-SC

Resident Contractor: Yes

Non-Resident Contractor*: _____

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature: 

Typed Name & Title: Alan Hope - President

Company Name: Powers of Mississippi Inc.

Address: 5440 Northshore Drive

City, State, Zip Code: North Little Rock, Arkansas 72118

Phone, Fax, Email: (501)374-5420, (501)370-9298, ahope@powersar.com

DIRECTIONS FOR MAILING:

See *INSTRUCTIONS TO BIDDERS [SECTION 00 10 00]* for mailing directions.

END OF FORM OF PROPOSAL

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Powers of Mississippi, Inc.
5440 Northshore Drive
North Little Rock, AR 72118

SURETY:

(Name, legal status and principal place of business)

National American Insurance Company
P. O. Box 9
Chandler, OK 74834

OWNER:

(Name, legal status and address)

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

BOND AMOUNT: \$ Five Percent of Bid Amount---(5%)

PROJECT:

(Name, location or address, and Project number, if any)

Mechanical Controls for Public Safety Complex

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:

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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Signed and sealed this 28th day of May, 2020

Carol R. Vaughan

(Witness)

[Signature]

(Witness)

Powers of Mississippi, Inc.

(Contractor as Principal)

(Seal)

[Signature]

(Title)

National American Insurance Company

(Surety)

(Seal)

[Signature]

(Title) Cynthia L. Trickey, Attorney-in-Fact and Mississippi Agent

Init.

**NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY**

Number: CBB0056831

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

William H. Griffin, Cynthia L. Trickey, Nick W. Peters, James R. Ramsay, Pamela K. Hays

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed \$4,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 26th day of September, A.D. 2017, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Janet Taylor

Notary Public
My Commission Expires April 8, 2022
Commission #02006203

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 28th day of May, 2020



R. Patrick Gilmore

R. Patrick Gilmore, Secretary



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Anthony Parker

cc:

Date: Tuesday, June 16, 2020

Re: Acknowledge submission of the application and authorize acceptance of the award for the 2020 U.S. Department of Justice, Bureau of Justice Assistance (BJA) Coronavirus Emergency Supplemental Funding Program in the amount of \$65,979 to purchase supplies for COVID-19 prevention and response; and authorize the Mayor to execute the same.
File Number: 2020-371
Minute Book #

Summary

USDOJ BJA Coronavirus Emergency Supplemental Funding

Recommendation Statement

I recommend acknowledgement of submission and authorization of acceptance of the award for the 2020 U.S. Department of Justice, Bureau of Justice Assistance (BJA) Coronavirus Emergency Supplemental Funding Program in the amount of \$65,979 to purchase supplies for COVID-19 prevention and response; and authorize the Mayor to execute the same.

Please place this on the June 16, 2020 City Council meeting for consideration.



BJA FY 20 Coronavirus Emergency Supplemental Funding Program

2020-H2547-MS-VD


[Application](#)
[Correspondence](#)

Application: Switch to ...

[Review SF-424](#) [Print a Copy](#)
[Application Handbook](#)
[Overview](#)
[Applicant
Information](#)
[Project Information](#)
[Budget and
Program
Attachments](#)
[Assurances and
Certifications](#)
[Review SF 424](#)
[Submit Application](#)
[Help/Frequently Asked
Questions](#)
[GMS Home](#)
[Log Off](#)

APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED May 28, 2020	Applicant Identifier	
	1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier	
5. APPLICANT INFORMATION			
Legal Name City of Hattiesburg		Organizational Unit City	
Address P.O. Box 1898 Hattiesburg, Mississippi 39403-1898		Name and telephone number of the person to be contacted on matters involving this application Shows, Jennifer (601) 545-4544	
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 64-6000432		7. TYPE OF APPLICANT Municipal	
8. TYPE OF APPLICATION New		9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.034 CFDA: Coronavirus Emergency Supplemental Funding TITLE: Program		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT HPD Coronavirus Emergency Response 2020	
12. AREAS AFFECTED BY PROJECT Hattiesburg, MS; Forrest & Lamar Counties			
13. PROPOSED PROJECT Start Date: January 20, 2020 End Date: January 19, 2022		14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project MS04	
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? Program has not been selected by state for review	
Federal	\$65,979		
Applicant	\$11		
State	\$0		
Local	\$0		
Other	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? N	
Program Income	\$0		
TOTAL	\$65,990		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.			

[Continue](#)

BJA Coronavirus Emergency Supplemental Funding Program

City of Hattiesburg – Hattiesburg Police Department

Program Narrative

Hattiesburg led Mississippi into the COVID-19 crisis when our state's first case was diagnosed here. A couple of months later, even after drastically shutting down the economy, the COVID-19 cases continue to rise at an uncomfortable pace. Hattiesburg is situated in both Forrest and Lamar Counties. As of May 12th, the number of positive cases in Forrest County has reached 336 (0.45% of the population), and the number of positive cases in Lamar County has reached 158 (0.26% of the population). The state of Mississippi currently has 10,090 positive cases, which is 0.34% of the state population. In Forrest County, 6.85% of positive cases have resulted in death, while in neighboring Lamar County, 2.53% of positive cases have resulted in death. The overall percentage of death's from COVID-19 for the state is 4.61%. The City of Hattiesburg workforce has also been touched by tragedy, as there have been 9 confirmed cases of Coronavirus among employees, with one death. Despite having more stringent guidelines in place to curb the rates of infection than many other cities in the state, Hattiesburg—and Forrest County in particular—is still experiencing a higher rate of infection and deaths than the state of Mississippi as a whole.

In order to provide adequate protection from the virus for our police officers and other personnel, and to prevent the spread of the virus among the city workforce and the community, the Hattiesburg Police Department is requesting BJA Coronavirus Emergency Supplemental Funding to purchase protective coveralls, face masks, respirators, disposable gloves, face shields, goggles, hand sanitizer, sanitizer wipes, disinfectant, disinfecting wipes, and bottles and dispensers for disinfectant and sanitizers. New safety protocols established due to the COVID-19 crisis require enhanced cleaning/disinfecting procedures and the use of personal protective items. HPD has 120 officer positions and 75 civilian personnel positions funded within the budget. All personnel and officers are required to wear face masks in common areas of the Police Department at all times. Members of the public entering the Police Department are also required to wear a mask. Officers have been instructed to wear masks on all calls and traffic stops. In high-risk scenarios and when encountering an individual who is known to be positive for COVID-19, more stringent guidelines are required. Depending on the nature of the situation, more heightened protective measures will be utilized, which may consist of some combination of the use of goggles, disposable protective coveralls, disposable gloves, N-95 respirators, and face shields. The requested supply is estimated to last approximately one year.

**BJA Coronavirus Emergency Supplemental Funding Program
City of Hattiesburg/Hattiesburg Police Department**

E. Supplies					
Supply Items		Computation			
Provide a list of the types of items to be purchased with grant funds.		Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.			
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Face shields (each)	98	\$15.00	\$1,470		\$1,470
Goggles (each)	240	\$1.55	\$372		\$372
Nitrile Gloves (1,000/case)	44	\$79.00	\$3,476		\$3,476
Protective Coveralls (each)	48	\$14.00	\$672		\$672
Spray Bottles (16 oz)	150	\$2.00	\$300		\$300
Pump bottles (8 oz)	180	\$1.00	\$180		\$180
Disinfectant (32 oz bottles; 12 bottles per case)	10	\$58.00	\$580		\$580
Disinfectant (gallon)	200	\$25.00	\$5,000		\$5,000
Clorox Clean-up	4	\$43.00	\$172		\$172
Disinfecting wipes (carton)	80	\$46.00	\$3,680		\$3,680
Face Masks (each)	10,000	\$0.99	\$9,900		\$9,900
Face Masks (50/box)	718	\$9.00	\$6,462		\$6,462
Face Masks (50/box)	100	\$35.00	\$3,500		\$3,500
Respirators/N-95s (20/box)	274	\$64.00	\$17,536		\$17,536
Hand sanitizer (4-gallon)	40	\$125.00	\$5,000		\$5,000
Hand sanitizer dispensers	5	\$22.00	\$110		\$110
Hand sanitizing wipes (case)	5	\$254.00	\$1,270		\$1,270
Hand sanitizer (8 oz pump bottle; 12/carton)	60	\$52.00	\$3,120		\$3,120
Hand sanitizer (1 gallon)	22	\$145.00	\$3,190	\$11	\$3,179
Total(s)			\$65,990	\$11	\$65,979
Narrative					
The City of Hattiesburg/Hattiesburg Police Department is requesting BJA Coronavirus Emergency Supplemental Funding to purchase protective coveralls, face masks, respirators, disposable gloves, face shields, goggles, hand sanitizer, sanitizer wipes, disinfectant, disinfecting wipes, and bottles and dispensers for disinfectant and sanitizers. Sanitizers and disinfecting supplies are needed as a result of enhanced cleaning/disinfecting and hygiene protocols to help prevent spread of the virus. The use of protective coveralls, face masks, N-95 respirators, disposable gloves, face shields, and goggles are the result of new safety protocols established due to the COVID-19 crisis, to protect employees and the public, and ultimately preventing the spread of Coronavirus among the City workforce and community. The City of Hattiesburg/Hattiesburg Police Department is following agency procurement policies.					

Budget Summary

Budget Summary											
Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.											
	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		
Budget Category	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Total(s)
A. Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$65,979	\$11	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$65,990
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$65,979	\$11	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$65,990
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$65,979	\$11	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$65,990
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N										No	



Department of Justice (DOJ)

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

May 31, 2020

The Honorable Toby Barker
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Dear Mayor Barker:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Hattiesburg for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program." The approved award amount is \$65,979. These funds are for the project entitled HPD Coronavirus Emergency Response 2020.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Hattiesburg accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Linda L. Hill, Program Manager at (202) 353-9196; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan", is located below the "Sincerely," text.

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)

Office of Justice Programs

Office of Civil Rights

Washington, DC 20531

May 31, 2020

The Honorable Toby Barker
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Dear Mayor Barker:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 16

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

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

4. AWARD NUMBER: 2020-VD-BX-1206

5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022
BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022

6. AWARD DATE 05/31/2020

7. ACTION

2a. GRANTEE IRS/VENDOR NO.

646000432

8. SUPPLEMENT NUMBER

00

Initial

2b. GRANTEE DUNS NO.

079448130

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

HPD Coronavirus Emergency Response 2020

10. AMOUNT OF THIS AWARD

\$ 65,979

11. TOTAL AWARD

\$ 65,979

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH
ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.034 - Coronavirus Emergency Supplemental Funding Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Toby Barker
Mayor

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	OFC.	SUB.	POMS	AMOUNT
X	B	VD	80	00	00		65979

21. VVDUGT1161



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2020-VD-BX-1206

AWARD DATE 05/31/2020

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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PROJECT NUMBER 2020-VD-BX-1206

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SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



Department of Justice (DOJ)
Office of Justice Programs
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**AWARD CONTINUATION
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PROJECT NUMBER 2020-VD-BX-1206

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SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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PROJECT NUMBER 2020-VD-BX-1206

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SPECIAL CONDITIONS

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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PROJECT NUMBER 2020-VD-BX-1206

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SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



Department of Justice (DOJ)
Office of Justice Programs
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SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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PROJECT NUMBER 2020-VD-BX-1206

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SPECIAL CONDITIONS

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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PROJECT NUMBER 2020-VD-BX-1206

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SPECIAL CONDITIONS

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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SPECIAL CONDITIONS

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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SPECIAL CONDITIONS

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.



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33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

37. Justice Information Sharing

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

38. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.



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39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bjagov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account(including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).



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42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for City of Hattiesburg

The Coronavirus Emergency Supplemental Funding (CESF) Program allows eligible states, local units of government, and tribes to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

All recipients of CESF funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a sub-grantee or third party.

BJA's expectation is that none of the following activities will be conducted whether under this federal award or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories) other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

If, however, award funds are proposed to be used for any of the enumerated projects or activities above, grant recipients must contact their grant manager, and receive written approval prior to commencing that project or activity.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for BJA.

 Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance	GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY	
	Grant	
	PROJECT NUMBER 2020-VD-BX-1206	PAGE 1 OF 1
This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C		
1. STAFF CONTACT (Name & telephone number) Linda L. Hill (202) 353-9196	2. PROJECT DIRECTOR (Name, address & telephone number) Jennifer Shows Grant Coordinator P.O. Box 1898 Hattiesburg, MS 39403-1898 (601) 545-4544	
3a. TITLE OF THE PROGRAM BJA FY 20 Coronavirus Emergency Supplemental Funding Program		3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)
4. TITLE OF PROJECT HPD Coronavirus Emergency Response 2020		
5. NAME & ADDRESS OF GRANTEE City of Hattiesburg P.O. Box 1898 Hattiesburg, MS 39403-1898	6. NAME & ADDRESS OF SUBGRANTEE	
7. PROGRAM PERIOD FROM: 01/20/2020 TO: 01/31/2022	8. BUDGET PERIOD FROM: 01/20/2020 TO: 01/31/2022	
9. AMOUNT OF AWARD \$ 65,979	10. DATE OF AWARD 05/31/2020	
11. SECOND YEAR'S BUDGET	12. SECOND YEAR'S BUDGET AMOUNT	
13. THIRD YEAR'S BUDGET PERIOD	14. THIRD YEAR'S BUDGET AMOUNT	
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers. NCA/NCF		



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, June 16, 2020

Re: Acknowledge bids received May 14, 2020 for the Tatum Park Tennis Court Lighting project and accept the bid from Buckhaults Electric in the amount of \$79,480.00 as the lowest and best bid; Authorize Mayor to execute contracts upon preparation.
File Number: 2020-387
Minute Book #

Summary

Acknowledge bids received May 14, 2020 for the Tatum Park Tennis Court Lighting project and accept the bid from Buckhaults Electric in the amount of \$79,480.00 as the lowest and best bid; Authorize Mayor to execute contracts upon preparation.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 16, 2020 City Council meeting for consideration.

June 2, 2020
N-S Project No. 15650.000

Toby Barker
Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

REFERENCE: TATUM PARK TENNIS COURT LIGHTING
HATTIESBURG, MISSISSIPPI

Dear Mayor Barker:

Enclosed for your records is one (1) copy of the Certified Bid Tabulation for the bids received for the referenced project. As you are aware, there were eight (8) bids submitted, opened, and read at the bid opening on May 14th, 2020, at 10:00 am. Upon review and tabulation of the bid received and opened, Buckhaults Electric, was the low bidder in the amount of \$79,480.00.

Neel-Schaffer therefore recommends that the City of Hattiesburg review the bid submitted by Buckhaults Electric, and award the project, to the lowest and best bidder.

Sincerely,

NEEL-SCHAFFER, INC.



Geoffrey Crosby, P.E.
Senior Project Manager

Enclosures

TATUM PARK - TENNIS COURT LIGHTING
CITY OF HATTIESBURG, MISSISSIPPI

				Buckhaults Electric 600 Harrison Street Ellisville, MS 39437		Ladnier Corporation 1037 Ray Ave Wiggins, MS 39577		Doleac Electric 1120 Finlo Drive Hattiesburg, MS 39401		Weaver Electric 8289 Canal Road Gulfport, MS 39503		Chain Electric 1308 West Pine Street Hattiesburg, MS 39401		Quality Court Industries 5661 Brownfields Drive Baton Rouge, LA 70811		Australian Courtworks 1450 Highway 471, Suite A Brandon, MS 39402		Skyline Innovations 115 Riley Drive, Suite B Jackson, MS 39209	
Pay Item	Description	Unit	Quantity	Unit Price	Price Extension	Unit Price	Price Extension	Unit Price	Price Extension	Unit Price	Price Extension	Unit Price	Price Extension	Unit Price	Price Extension	Unit Price	Price Extension	Unit Price	Price Extension
1.0	TATUM PARK TENNIS COURT LIGHTING	LS	1	\$79,479.00	\$79,480.00	\$98,000.00	\$98,000.00	\$106,700.00	\$106,700.00	\$107,375.00	\$107,375.00	\$115,400.00	\$115,400.00	\$122,200.00	\$122,200.00	\$129,700.00	\$129,700.00	\$178,000.00	\$178,000.00
TOTAL BASE BID =					\$79,480.00		\$98,000.00		\$106,700.00		\$107,375.00		\$115,400.00		\$122,200.00		\$129,700.00		\$178,000.00

I hereby certify this to be a true and accurate Bid Tabulation of bids received at 10:00A.M., local time, Thursday, May 14th, 2020 for the Tatum Park Tennis Court Lighting for the City of Hattiesburg, Forrest County Mississippi



Geoffrey Crosby, P.E.
Mississippi Registration No. 19984





Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, June 16, 2020

Re: Void maintenance agreement between the City of Hattiesburg and ThyssenKrupp Elevator for maintenance on the elevators located at 723 Main Street (Cultural Center) and the Pine Street Parking Garage.
File Number: 2020-395
Minute Book #

Summary

Recommendation Statement

Please place this on the June 16, 2020 City Council meeting for consideration.

Elevator Maintenance Agreement.

To: CITY OF HATTIESBURG
P O BOX 1898
HATTIESBURG MS 39403

(Hereinafter Purchaser)

For: CITY OF HATTIESBURG CULTURAL CENTER
723 N MAIN ST
HATTIESBURG MS 39402

By: ThyssenKrupp Elevator
5267 Greenway Drive
Jackson, Mississippi 39204
(601) 922-9400, (800) 489-8918

UNITS TO BE MAINTAINED

Unit Quantity	Manufacturer	Type of Unit	Unit ID or Serial #	Number of Stops
ONE (1)	DOVER	OILDRAIC PASSENGER	EL9717	3

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment as outlined in this agreement. We will endeavor to provide a comprehensive maintenance program to maximize the performance, safety, and life span of your equipment.

ThyssenKrupp Elevator



Dependable maintenance.

ThyssenKrupp Elevator will perform the following services:

Examine the elevator equipment for proper operation. Our examination, lubrication, and adjustment will cover the following component groups and related equipment of your elevator system:

- Control and landing positioning systems
- Signal fixtures
- Machines, drives, motors, governors, sheaves, and ropes
- Power units, pumps, valves, and jacks
- Car and hoistway door operating devices and door protection equipment
- Loadweighers, car frames and platforms, and counterweights
- Safety mechanisms

Lubricate equipment for smooth and efficient performance.

Adjust elevator parts and components to maximize the elevator's performance and safe operation.

Relamp all signals as required (during regularly scheduled visits).

Repair or replace components worn due to normal wear. Refer to "Other considerations" section for items not covered.

☒ Test equipment as outlined in the American National Standard Safety Code for Elevators and Escalators, ANSI A17.1, current edition as of the date this agreement begins (only if box is checked). We will perform governor and safety tests on traction elevators once per year and relief pressure tests on hydraulic elevators once per year. You agree to pay for any costs of the inspector or inspection fees.

We will maintain your escalator(s) as outlined in Addendum E1.

By highly-trained ThyssenKrupp Elevator professionals.

ThyssenKrupp Elevator-employed and supervised elevator technicians, who are among the most trusted in the industry, will

provide all maintenance courteously and dependably. Our elevator technicians receive ongoing training in general equipment development as well as advancements made to your specific elevators.

With assurance of the ThyssenKrupp Elevator standard of quality.

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with the tools, documentation and knowledge to troubleshoot your unique system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a family of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment.

ThyssenKrupp Elevator maintains a comprehensive parts inventory to support our field operations. Replacement parts are stored throughout North America in ThyssenKrupp Elevator facilities, and are normally available as necessary. Most specialized parts are available within 24 hours, seven days a week. All replacement parts used in your elevators will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator.

In a timely and responsive manner.

We will visit your elevators on a regularly scheduled basis. These visits will be performed during normal business hours, Monday through Friday, 8:00 am to 4:30 pm (except scheduled holidays). We will respond to callbacks during these hours at no extra charge. Callbacks are defined as minor adjustments or repairs. Callbacks outside of our normal business hours and any overtime work or testing that you request will be billed based on the checked option below:

☒ Callbacks outside of normal business hours will be billed at standard overtime rate. You agree to pay for travel time for any overtime service.

☐ On callbacks outside of normal business hours, we will absorb the worked hours at straight time rates and you will be charged for the overtime premium portion only, including for travel time.

☐ On all callbacks, we will absorb overtime premium expenses.

In the event a problem occurs between visits, our technicians will respond promptly. You can reach us at our local office or you may call our national dispatch network at 1-800-649-5752. A trained representative will handle your call quickly and professionally.

At a reasonable cost.

The price for the services as stated in this agreement shall be One Hundred Thirty and No/100 Dollars (\$130.00) per month, excluding taxes, payable quarterly in advance. Non-payment by the Purchaser of any monies owing under this agreement shall result in the accrual of interest on the delinquent monies at the maximum rate allowable by law. Time is of the essence.

This agreement is effective for five (5) years starting November 27, 2001 and is non-cancelable, except with thirty (30) days written notice for reasons of non-performance. To ensure continuous service, this agreement will be automatically renewed for successive five (5) year periods, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial five (5) year period, or ninety (90) days before the end of any subsequent five (5) year renewal period. Notice shall be sent by certified mail, return receipt requested. Time is of the essence.

Early Payment Discount. If you pay in advance for twelve (12) months of service on the units covered in this agreement, you may take a 3% discount from the annual price.

Special conditions.

(No special conditions or restrictions exist.)

Your responsibilities.

Product information. You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement. You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety. You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to report immediately any condition that may indicate the need for correction before the next regular examination. You agree to shut down the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment, notify us at once, and keep the equipment shut down until the completion of any repairs. You agree to give us verbal notice immediately and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel a safe place in which to work. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place in which to work. You agree to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room at a temperature of 50°F minimum to 90°F maximum. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids.

Other. You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this

agreement. You agree to accept our judgment as to the means and methods to be employed for any corrective work under this agreement. In the event of the sale, lease or other transfer of the elevator(s) or equipment described herein, or the premises in which they are located, you agree to see that such successor is made aware of this agreement and assumes and agrees to be bound by the terms hereof for the balance of the agreement, and subject to termination as herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the agreement.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator, our officers, agents and employees from and against any and all claims, demands, suits, and proceedings brought against us or our employees of any nature whatsoever, including but not limited to loss, damage, injury or death that are alleged to have arisen from or alleged to be in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment, specifically including claims or losses alleged or proved to have arisen from the negligence of ThyssenKrupp Elevator or our employees, except that your duty to indemnify does not apply to claims or losses determined to be caused or resulting from the sole negligence of ThyssenKrupp Elevator or our employees.

You expressly agree to name ThyssenKrupp Elevator as an additional insured in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure us for those claims or losses referenced in the above paragraph, and for claims or losses arising from the sole negligence of ThyssenKrupp Elevator or our employees. You hereby waive the right of subrogation.

Other considerations.

Items not covered. We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, communication devices, security systems not installed by us, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this agreement.

Annual price adjustments. As the costs we incur for providing elevator service increase and decrease annually, we will adjust the price of your service accordingly on an annual basis. We will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance.

Pricing may also increase or decrease in the event the equipment is modified from its present state.

Overdue invoices. A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to overdue accounts. If you do not pay any sum within sixty (60) days from the billing date, we may also choose to do one of the following: 1) suspend all service until all amounts due have been paid in full, or 2) declare all sums for the unexpired term of this agreement due immediately and terminate this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for damages or injuries to persons or property from the lack of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp

Elevator of any costs we incur as a result of the suspension of service.

Non-performance. "Non-performance" is defined as our inability to remedy any deficiencies within thirty (30) days after receiving written notification from you.

Other conditions. With the passage of time, equipment technology and designs will change. We will not be required to make any changes or recommendations in the existing design or function of the unit(s). We shall not be obligated to service, make renewals or repairs upon the equipment by reason of obsolescence, misuse of the equipment, another's negligence, loss of power, blown fuse(s), tripped stop switch(es), theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls, acts of civil or military authorities, strikes, lockouts, acts of God, or any other reason or cause beyond our control. In the event any component of the elevator becomes obsolete or outmoded, or is no longer manufactured by the original manufacturer, it shall be your obligation to replace the obsolete or outmoded component at your expense. We will not be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, any governmental agency or authority, or any third party.

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been made. We shall not be liable for damage to the building structure resulting from the performance of safety tests. Should the respective system fail any of the required tests, it shall be your sole responsibility to make necessary repairs and to place the equipment in a condition that will be acceptable for coverage under the terms of this agreement.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to

collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury and do further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in Hinds County, Mississippi.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

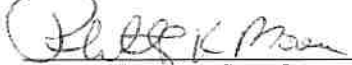
Acceptance.

Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the written approval of an authorized ThyssenKrupp Elevator manager.

Accepted:

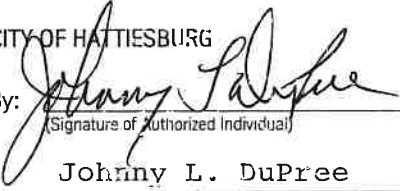
THYSSENKRUPP ELEVATOR CORPORATION

By: 
(Signature of ThyssenKrupp Elevator Representative)

Phillip K. Moore

(601) 922-9400, (800) 489-8918

Date: 11-14-01

CITY OF HATTIESBURG
By: 
(Signature of Authorized Individual)
Johnny L. DuPree
(Printed or Typed Name)

Title: Mayor

Date: January 8, 2002

ThyssenKrupp Elevator Approval:

By: 

Title: Branch Manager

Date: 01/30/02

Elevator Maintenance Agreement.

To: CITY OF HATTIESBURG
P O BOX 1898
HATTIESBURG MS 39403

(Hereinafter Purchaser)

For: CITY OF HATTIESBURG CULTURAL CENTER
723 N MAIN ST
HATTIESBURG MS 39402

By: ThyssenKrupp Elevator
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(No special conditions or restrictions exist.)

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Safety. You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to report immediately any condition that may indicate the need for correction before the next regular examination. You agree to shut down the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment, notify us at once, and keep the equipment shut down until the completion of any repairs. You agree to give us verbal notice immediately and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel a safe place in which to work. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place in which to work. You agree to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room at a temperature of 50°F minimum to 90°F maximum. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids.

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In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator, our officers, agents and employees from and against any and all claims, demands, suits, and proceedings brought against us or our employees of any nature whatsoever, including but not limited to loss, damage, injury or death that are alleged to have arisen from or alleged to be in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment, specifically including claims or losses alleged or proved to have arisen from the negligence of ThyssenKrupp Elevator or our employees, except that your duty to indemnify does not apply to claims or losses determined to be caused or resulting from the sole negligence of ThyssenKrupp Elevator or our employees.

You expressly agree to name ThyssenKrupp Elevator as an additional insured in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure us for those claims or losses referenced in the above paragraph, and for claims or losses arising from the sole negligence of ThyssenKrupp Elevator or our employees. You hereby waive the right of subrogation.

Other considerations.

Items not covered. We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, communication devices, security systems not installed by us, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this agreement.

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You hereby waive trial by jury and do further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in Hinds County, Mississippi.

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Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

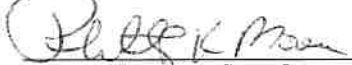
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No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the written approval of an authorized ThyssenKrupp Elevator manager.

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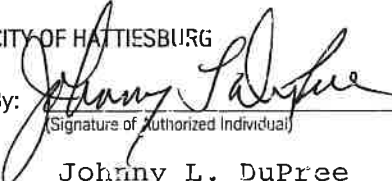
THYSSENKRUPP ELEVATOR CORPORATION

By: 
(Signature of ThyssenKrupp Elevator Representative)

Phillip K. Moore

(601) 922-9400, (800) 489-8918

Date: 11-14-01

CITY OF HATTIESBURG
By: 
(Signature of Authorized Individual)
Johnny L. DuPree
(Printed or Typed Name)

Title: Mayor

Date: January 8, 2002

ThyssenKrupp Elevator Approval:

By: 

Title: Branch Manager

Date: 01/30/02



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Anthony Parker

cc:

Date: Tuesday, June 16, 2020

Re: Authorize submission of a grant application to the U.S. Department of Justice, Bureau of Justice Assistance for the 2020 Bulletproof Vest Partnership Grant in the amount of \$29,764.80 to purchase bulletproof vests for the Hattiesburg Police Department. The grant reimbursement to the city will provide \$14,882.40 (50%) of the cost of the vests.
File Number: 2020-372
Minute Book #

Summary

2020 Bulletproof Vest Partnership Grant

Recommendation Statement

I recommend authorization of submission of a grant application to the U.S. Department of Justice, Bureau of Justice Assistance for the 2020 Bulletproof Vest Partnership Grant in the amount of \$29,764.80 to purchase bulletproof vests for the Hattiesburg Police Department. The grant reimbursement to the city will provide \$14,882.40 (50%) of the cost of the vests.

Please place this on the June 16, 2020 City Council meeting for consideration.

SUBMIT APPLICATION



Application Profile



Application



NIJ Approved Vests



Submit Application

You have successfully submitted your application for funding for BVP approval.

The approval process may take several weeks from the application closing date. A confirmation email has been sent to dburns@hattiesburgms.com. An email approval advisory will also be sent to dburns@hattiesburgms.com when the program approvals are completed. Additionally, you may check the status of your application by selecting option , 'Application History', in the Jurisdiction's Handbook. Thank you for your continued patience.

For your reference, the summary data for your Application for Funding is listed below.

SUCCESSFUL SUBMISSION

Jurisdiction:	HATTIESBURG CITY
Application Id:	20021739
Status/Submission Date:	Sent for BVP Approval : 06/03/20

APPLICATION FOR FUNDING

Quantity	Extended Cost	Tax, S&H	Total Cost
39	\$29,764.80	\$0.00	\$29,764.80
Maximum Allowable Funding from BVP:			\$14,882.40

* Important: You can click on the 'Print Screen' button below to keep a copy for your records.

PRINT SCREEN



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, June 16, 2020

Re: Authorize advertisements for bids for Supervisory Control and Data Acquisitions Units*SCADA Units* for the City of Hattiesburg Water and Sewer Department.
File Number: 2020-396
Minute Book #

Summary

Recommendation Statement

Please place this on the June 16, 2020 City Council meeting for consideration.

SPECIFICATION FOR WIRELESS MONITORING AND CONTROL SYSTEM WITH INTERNET BASED DATA ACCESS

PART ONE - GENERAL

1.01 DESCRIPTION

- A. Furnish a factory wireless data cellular based communication system for the purpose of monitoring and/or controlling three water treatment plants, fourteen wells, nine elevated storage tanks and four water booster stations. The system shall take the place of the existing water plant/distribution control system and shall have the same functionality except for the backwash control, which shall be able to operate independently of the new system. The supplier of the communication system shall be responsible for coordination required to insure equipment compatibility. The manufacturer shall provide all hardware and software necessary for a complete system. Proposed system shall be fully compatible with the existing lift station Mission Communications SCADA system.
- B. Summary of PART TWO - PRODUCTS
 - 1. Subsection 2.01: General
 - 2. Subsection 2.02: Monitoring and Control System
 - 3. Subsection 2.03: RTU Locations
 - 4. Subsection 2.04: Monitoring Input Points Defined
 - 5. Subsection 2.05: Other Materials
- C. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to General Conditions, Supplementary Conditions, and sections in Division 1 of these Specifications.

1.02 QUALITY ASSURANCE

- A. Manufacturer shall test functionality of all SCADA RTU's prior to shipment.
- B. Manufacturer's Representative shall have qualified technicians capable of installation, termination and startup of RTU's.

1.03 SUBMITTALS

- A. The following product data shall be submitted:

1. Shop Drawings in sufficient detail to show fabrication, installation, anchorage, and interface of SCADA equipment with owners' equipment.
 2. Manufacturer's recommended installation procedures which, when approved by the Engineer, will become the basis for accepting or rejecting actual installation procedures used on the Work;
 3. Test data required elsewhere in this Section.
- C. Upon completion of system installation, and as a condition of its acceptance, deliver to the Engineer three copies of an operation and maintenance manual compiled in accordance with the provisions of these Specifications.

1.04 PRODUCT HANDLING

- A. General: Not Applicable.

1.05 EQUIPMENT COMPATIBILITY

- A. The Manufacturer shall be responsible for coordinating the instrumentation equipment, communication equipment and other related equipment so that all elements are compatible and form a complete working system. System shall be compatible with the existing lift station Mission Communications SCADA system. Shop drawing submittals shall include sufficient information regarding component compatibility to demonstrate compliance with this requirement.

PART TWO - PRODUCTS

2.01 GENERAL

- A. **Qualifications of Manufacturers** Products used in the work of this Section shall be produced by manufacturers who have regularly been engaged for at least 15-years in the manufacture of similar items and with a history of satisfactory production acceptable to the City of Hattiesburg. They shall have at least 15 water system control installations and 15 wastewater system installations in the State of Mississippi. A list of such installations with a contact person and phone number shall be submitted with bid.
1. The submitting Company shall provide evidence of, and warrant compliance with, substantially all below listed requirements.
 2. The submitting Company shall have been in business providing remote facility monitoring and control services through the data side of the cellular system to the water distribution / wastewater collection industry or a substantially similar industry for at least ten years.
 3. The submitting Company shall be the actual manufacturer and operator, or a duly authorized and trained agent of the manufacturing company or a combination of both, who will actually provide, maintain, and warranty the proposed system.
 4. The Manufacturing Company of the field equipment shall also be the provider of all monitoring related services associated with the field equipment and all ongoing service agreements will be with the actual company providing the monitoring service, not a subcontractor or agent.

5. The submitting company shall have a primary central monitoring and control center and a fully redundant, physically separate, backup-computer monitoring center. Either center shall have the capability of operating all the remote monitoring and control field RTU's.
6. The submitting Company shall offer and provide 24 X 7 technical support.
7. The submitting Company shall submit with their bid the Customer Service Agreement and Terms of Use that is used to define the relationship between the Manufacturer and the Customer.

B. Qualifications of Manufacturers Representative

1. The Manufacturer's Representative shall have Factory Trained Service Technicians available 24 hours per day, capable of troubleshooting electrical and instrumentation related issues. The Technicians shall be full-time employees of the Manufacturer Representative, no part-time or third party technicians will be allowed.
2. The Manufacturer's Representative shall have been the Manufacturer's distributor for at least 15-years and maintain a service facility within a 110 mile radius of Hattiesburg MS. They shall stock all necessary components to get customer back on-line within a 24-hour period should any of the supplied equipment fail.
3. The Manufacturer's Representative shall have Degreed Engineers on staff capable of looking at future SCADA applications and/or modifications of existing applications in order to assimilate all information necessary to provide owner with a conceptual design. They shall also be capable of integrating additional I/O into the system.

2.02 MONITORING AND CONTROL SYSTEM

A. Microprocessor Based Field RTU

1. Data Cellular Radio
 - a. The Remote Terminal Unit (RTU) shall incorporate a radio that utilizes the data side of any cellular system to transmit the data and alarms monitored, as well as receive manual or automated control commands.
 - b. Provide encrypted and end-to-end acknowledged transmissions. Short Message Service (SMS), User Datagram Protocol (UDP), and satellite-based data transmission methods are not permitted.
 - c. Accommodate radios from various cellular carriers; field-interchangeable within 10 minutes.
 - d. Support LTE, 3GPP and 3GPP/2 technology for CDMA and HSPA+ networks.
 - e. LTE: Quad Band LTE: 700/850/AWS (1700/2100)/1900 MHz; FDD-Band (17,5,4,2); Tri Band UMTS (WCDMA): 850/AWS (1700/2100)/1900 MHz; FDD-Band (5,4,2) Quad Band GSM/GPRS/EDGE: 850/900/1800/1900 MHz
 - f. GSM: Quad-band (850/900/1800/1900 MHz) GSM/GPRS/EDGE, 3GPP

- release 99/4 improved SAIC.
 - g. CDMA: Triple-band CDMA2000, Bands: BC0/BC1 & BC10 subclass 2+3 (800/1900 MHz), 3GPP2: 1xAdvanced, EV-DO Rev. A.
 - h. Cellular radios from all cellular carriers shall be able to mount in the same mounting port on the motherboard and consequently be interchangeable in no more than 10 minutes.
2. Enclosure Options
The RTU shall be offered in at least the following three enclosure options:
 - a. NEMA1 with battery inside the enclosure
 - b. NEMA1 "FlatPak" with a depth of less than 1.5 inches so it is able to fit between the inner and outer door of a double door control panel.
 - c. NEMA4X with the battery inside and which has front door and top "sun shades" to reduce internal temperatures when placed in the sun.
 3. Microprocessor Feature Updates
Microprocessor features like data transmission rates shall be able to be adjusted through the cellular system without any site visits necessary.
 4. RTU Inputs and Outputs M150 and M850 models
 - a. RTU shall have eight (8) digital inputs. These Eight over-the-air configurable inputs to report real-time pump run status and run times User-selectable normally open (NO) or normally closed (NC) logic. Selectable input type (with wire fault supervision, without wire fault supervision, or with strap on current sensor where greater than 5A indicates pump run.) LCD Touch screen for indication of open, closed, and wire fault conditions.
 - b. RTU shall have an optional expansion board of an additional eight (8) digital inputs
 - c. The digital inputs shall be user selectable as normally open (NO) or normally closed (NC).
 - d. At least three of the RTU digital inputs must be capable of being programmed to record and report pump run times in one minute increments or less as indicated by a relay opening and closing. If only two pumps are monitored then the unit shall also be capable of recording and reporting simultaneous pump run times. In Real-Time Models eight of the RTU digital inputs on main board must be capable of being programmed to record and report pump run times in one minute increments or less as indicated by a relay opening and closing. If only two pumps are monitored then the unit shall also be capable of recording and reporting simultaneous pump run times.
 - e. RTU shall have built-in alarms for input wiring fault, AC failure, communication failure and low battery detection.
 - f. RTU shall have two (2) analog inputs measuring 4-20mA or 1-5 VDC at 10 bit resolution with four (4) alarm thresholds per input.
 - g. RTU shall have an optional expansion board of an additional four (4) analog inputs
 - h. RTU shall have an optional expansion board of an additional eight (8) digital inputs
 - i. RTU shall have an optional expansion board of an additional two (2) analog outputs.
 - j. RTU shall have an optional expansion board of two (2) pulse counter inputs
 - k. RTU shall have an electronic key reader input to monitor on-site personnel. The RTU shall utilize an audible tone to verify key reading. Each key in the system shall provide unique identification of the key holder when they are on site vs. "someone" is on site.

- l. RTU shall have three (3) digital normally open or closed output relays rated at 5-ampere@ 12-24VDC
 - i. Digital outputs can be remotely controlled to activate and deactivate equipment. Digital outputs can link multiple RTUs so one RTU can change a relay state of another RTU. Not intended for primary pump controller.
 - ii. Single pole double throw (SPDT) for NO or NC.
 - iii. Circuit Logic: Fail-safe
 - m. Pump run times shall be monitored and logged by means of a current sensor.
 - n. On-Board Telemetry Data: Report AC voltage, battery voltage, signal strength and printed circuit board temperature, hourly. Dispatch alarms for AC failure, low battery voltage, elevated and low temperature, and loss of communications.
 - o. Electronic Key: Provide electronic key reader, accessible without opening RTU enclosure to record personnel site visits to RTU. Sound audible tone confirming key reading.
 - i. Key Functions: Place RTU in service state for one hour; acknowledge alarms; and/or document site personnel's presence.
 - ii. Service Status Light: Activates optional local light indicating RTU service state when connected to an unused digital relay output configured for that purpose.
 - iii. Key Identity: Code keys uniquely identifiable to Owner assigned personnel.
 - p. Lift station high level float shall be wired to RTU so that high level can be detected even with loss of power to lift station equipment. The circuit shall be Class-1, Div-1 compliant for hazardous environments.
 - q. RTU shall have a LCD touch-screen for set-up and monitoring. Liquid crystal display (LCD) for device information, field diagnostics and configuration options such as language selection (includes English, Spanish and French), alarm delay settings, and transmission rate settings.
5. Status LED's on Motherboard
- a. LED's above each digital input shall visually display the status of the digital input
 - b. Radio signal strength shall be displayed by at least 8 LED's in 5db increments between -75db and -110db to facilitate accurate antenna placement
 - c. Operational and diagnostic status of at least 8 criteria shall be displayed by individual LED's.
6. Power Requirements
- a. The RTU shall be powered by 12 volts AC and have a built in battery backup capable of keeping the RTU powered for 30 hours in case of primary AC failure.
 - b. All terminations inside the RTU enclosure shall be low voltage AC or DC (28 volts or less).

B. Communication Links

- 1. Communication System

- a. Wireless communication links shall be through the data side of the cellular system. The voice side of the cellular system and satellite based links are not acceptable.
2. Cellular Carriers
 - a. The submitting company shall have direct relationships with the cellular companies and shall not use third parties to affect data transport through the cellular companies. They shall have direct Tier III support relationships with the cellular companies.
 - b. The RTU will have PSX8 "Dual Mode", Over-the-Air carrier switching data cellular radios that will communicate through third generation GPRS (ATT), CDMA (Verizon) to maximize the likelihood of reliable communication.
 - c. If a GPRS (ATT) radio is used, the submitting company shall have PTCRB approval from ATT to use the radio, contract and product acceptance with ATT. If a CDMA (Verizon) radio is used the submitting company shall be certified partner status, contract and product acceptance with Verizon. If an iDEN radio is used the submitting company shall be have certified partner status, contract and product acceptance with Sprint/ Nextel.
 - d. The Customer will not have or have to purchase cellular data contracts direct with the carrier(s).
3. Security Protocols
 - a. All the cellular radios shall all make continuous, secure socket connections (SSL) from the radio, through the cellular system, to the submitting company's servers and web pages.
 - b. The RTU shall utilize a transmission scheme that encrypts the transmitted data utilizing a 128 bit encryption method that meets or exceeds the advanced encryption standard (AES). The 128 bit AES encryption shall be at all stages of data transfer and storage
 - c. The cellular radios shall all have private IP addresses
 - d. The submitting company shall have established multiple, private gateways through the cellular system, completely behind firewalls, with at least one of the cellular providers.
4. Data Transmission Rates
 - a. All alarms regardless of unit type will be transmitted immediately upon occurrence; delays can be added by the customer at the RTU or the supplier's website.
 - b. The RTU shall be capable of being configured to either transmit non-alarm data updates every hour or continuously transmit all digital state changes on an as occurs basis; analog and pulse inputs will be transmitted at least once every 15 minutes or two minutes depending on firmware configuration. The RTU shall be capable of configuration change without having to change any hardware.
 - c. The RTU will have an effective, continuous, transfer rate of at least 19,200 baud.
5. Communication Link Structure and Performance Criteria
 - a. The communication link structure shall be a secure socket connection from the RTU through the cellular system to the supplier's servers, and it shall be a continuous connection, 24 x 7, 365.

- b. Receipt of all data sent from the RTU to the server center shall be acknowledged by the server center back to the RTU in real time for every data packet sent. Such structure is called end-to-end data acknowledgement.
- c. The secure socket connection shall be from the RTU through the cellular system direct to the system supplier; no third parties shall receive the data from the cellular carrier and then pass it to the system supplier.
- d. The above mentioned secure socket connection shall be monitored for end-to-end uptime with interruptions as small as 15 seconds being captured.
- e. Both end-to-end uptime and the number of times the link was disconnected/reconnected shall be reported for each RTU continuously with daily summary statistics posted on the customer website. All the end-to-end uptime history of each RTU shall be available on the customer web site from when it first powered up to the present. Weekly management summaries of each RTUs end-to-end uptime shall be automatically emailed to the customer.

C. Centralized Server Centers: Hardware and Software Requirements

- 1. Server Center Physical Structure
 - a. The server center housing shall be able to withstand a direct hit from at least a F-3 tornado and continue operations.
 - b. The server center housing shall have at least six (6) separate and redundant, on-site power generating facilities to backup the local utility power such that there can be stand-alone operation of the center for at least 24 hours.
 - c. Entrance to the facility shall be controlled by armed guards at all entrances 24x7x365
- 2. Server Center Redundancy Structure
 - a. The server center shall house the manufacturers completely redundant and hot linked:
 - i. Servers
 - ii. Interconnects
 - iii. Databases
 - iv. Power supplies
 - v. Inbound cellular connections
 - vi. Outbound internet hubs and providers
- 3. Database Structure
 - a. All data from the RTU's shall be held for customer access forever.
 - b. All databases shall be backed up and archived daily
 - c. The databases shall be capable of interfacing and transferring, on a continuous basis, all RTU data to an OPC compliant database for access by other OPC compliant HMI software packages.
 - i. Client side OPC software will run as an executable or NT service.
 - ii. Client side OPC software will, on a user definable interval, establish a socket connection to static IP address(s) at providers' server center.
 - iii. OPC software shall retrieve all changed OPC tag values and close the socket. OPC software shall be set up so as customers OPC computers firewalls may be programmed to only allow Internet traffic to/from the designated service providers IP addresses and port numbers.

- iv. OPC software will allow for multiple customer OPC software packages to establish, concurrently, OPC connections so as to provide for redundant HMI database operation at customers locations.
 - v. Customer's firewalls will not be programmed to accept socket connections.
 - vi. Connection will be based OPC-UA 1.03 (October 2015) or greater.
- 4. System Security
 - a. All data links shall be behind firewalls, 128 bit encrypted and never accessible, addressable or viewable via the general public Internet, Private IP's are required, pooled public IP's will not be accepted.
 - b. User must be authenticated before a connection can be established
 - c. Authentication must support X.509 certificates before connection is allowed
 - d. All messages encrypted with 128 bit or better encryption
 - e. All messages must be signed to ensure that they are received exactly as they are sent
 - f. Owner's firewalls will not be required to accept incoming socket connections.
 - g. Allow for multiple concurrent OPC connections to provide redundant HMI database operation at Owner's locations.
 - h. Auditing and logging must be available for all user activities
 - i. Provide access to web portals via TLS cryptographic security protocol. SSL methods must be disabled. Web portal must receive an A rating from [Shttps://www.ssllabs.com/ssltest/](https://www.ssllabs.com/ssltest/)
- 5. System Software
 - a. The system software shall collect and display:
 - i. Alarms including individuals accepting alarms,
 - ii. RTU electronic key reads with user names, time of read, and site name
 - iii. Pump running status
 - iv. Graphical means of showing pump running
 - v. Pump run times with historical graphs
 - vi. Pump run time versus rainfall amounts
 - vii. Pump run time variance with automatic notifications
 - viii. Individual pump flow estimates
 - ix. Automatic daily analysis of pump runtimes for abnormalities with automatic customer notification of such abnormalities
 - x. Pump starts with hourly analysis of excess pump starts with automatic notifications of excess pump starts
 - xi. Minute-by-minute radio health checks with automatic notification of non-reporting or poorly reporting RTU's,
 - xii. Scaled and labeled pulse totalizations and if rainfall gauges are used inter-day rainfall graphs and run time verses rain fall based on either rain gauges installed as part of the system or as run time verses a reporting airport rain gauge
 - xiii. Performing and displaying volumetric inflow/outflow calculations from RTU supplied data for each pump cycle as they occur. Such volumetric calculations will utilize real-time pump start/stop data with simultaneously gathered level transducer data to perform the inflow/outflow and pump GPM calculations
 - xiv. Utilizing real-time data collection have the ability to based on digital input closure, open or close digital output relay on the same or another real-time unit (Intertie)

- xv. Lift station capacity analyzer
- xvi. Residual chlorine report
- xvii. Graphical representation of analog inputs, both bar graphs and circular charts
- xviii. Feed-Back loop associated with run time current sensor to give pump fail alarm if pump is called for and does not run based on no current detected.

D. Alarm System Structure and Software

1. Alarm Delivery Formats

- a. Alarms shall be delivered in the following formats:
 - i. Phone (voice call), fax, pager (numeric or alphanumeric (short alpha or long alpha format), text message, email, or any combination of the above simultaneously.
- b. Alarms shall be able to be acknowledged by phone, text message, 2-way pager, email or on the customer web site.
- c. Voice alarm acknowledgement shall be adjustable to be able to mimic the format of dialers.
- d. Alarms will be called out on alarm and upon return to normal conditions.
 - i. Return to normal alarms can be adjusted to call the alarm callout group or a different callout group.

2. Alarm Callout Formats

- a. Alarm callout groups shall be able to be setup to automatically switch between callout groups at different hours of the day and/or different days of the week.
- b. Alarm callout groups shall be able to have multiple teams within each group to easily facilitate rotation of teams of on-call personnel.

3. Alarm Message Formats

- a. All alarms shall have the alarm condition, time, alarm location and pump status at the time of the alarm in each message.
- b. Alarm message format shall be adjustable to include just the above information when calling a phone where it is known who will answer the phone, or be adjustable to add an introductory message asking for a specific person when calling a phone where it is not known who will answer the phone (like a home phone).
- c. Alarms shall be able to be delivered individually or be able to be grouped into one message so that multiple, simultaneous alarms (like AC Fail at multiple sites) can be delivered and acknowledged in one phone call.

4. Alarm Dispatch Logs

- a. Each alarm shall have a full log of each notification attempt of that alarm documenting the following:
 - i. Date, time, and alarm condition
 - ii. If each notification attempt was a success or failure and the reason for each failure if an attempt was a failure (like line busy, call dropped, etc)
 - iii. A recording of each voice notification attempt so the specific reason for a notification failure can be known.
 - iv. Date, time, and name of person who acknowledged the alarm.
 - v. For notification failure, log failure reason (i.e., line busy, call dropped, etc.).

5. Voice Alarm Delivery Capacity
 - a. Manufacturer shall provide at least 20 outbound lines to deliver voice alarms so as not delay delivery of current alarms.

E. REMOTE DATA ACCESS

1. Remote Data Access Format
 - a. Data collected by the system shall be able to be remotely accessed by simple web browser. The system shall provide individual web pages for the User to access via any web browser.
 - b. To access the web pages, the User will have to enter a User Name and Password.
 - i. The User can set up any of three levels of access to the web pages:
 1. Read only...can see but cannot make any changes
 2. Read/Write...can see and can make changes
 3. Read/Write/Control...can see, make changes and effect control functions, also add or remove logins/ passwords.
 - c. The system supplier will provide at least two separate web sites for each customer. One shall be designed to be viewed on a traditional laptop or desktop computer. The other shall be designed to be viewed on a web enabled cell phone or PDA. This web site will still have graphs showing trending of data, and will be designed to minimize the data sent so as to minimize the page loading times and size of the data plans necessary to view the site on a web enabled cell phone or PDA.
 - d. The system supplier will provide secure access through a specified phone without the need for web access (Voice SCADA). This will require login to system via numeric 5 digit code and must be set up in the system to an associated login for that site to a specific phone number to maintain site security.
 - e. In addition to the above web sites, if the User has Real-time RTUs, the User will be provided at no additional charge with a customizable software interface that will display real-time status and graphic trending of data collected by the RTU.
 - i. The software will be downloadable from the customer's website.
 - ii. The software will automatically update itself every time the User accesses the software.
 - iii. The software will require NO programming to customize.
 - iv. The software will be capable of Real-time viewing of data.
2. Remote Access Security
 - a. In addition to the Username and Password structure described above, all access of the User web site shall be logged. Such logging data to included date, time and duration of access, User Name and Password of user to access the site and IP address of the accessing computer. The log will be accessible through the User web site
3. Automated Administrative Reports and Alerts
 - a. The User web site shall produce and automatically deliver weekly reports which summarize alarms and responses, pump runtimes and flow estimates, weekly end-to-end uptime percentages of each RTU, and all electronic key uses at the RTU sites.
 - b. The web site shall be capable of sending two (2) different categories of notifications, Alarms and Alerts. Alarms are for conditions that the User

decides they want to be notified immediately about. Alerts are conditions that need attention, but are not so time sensitive that they cannot wait till the next morning.

- i. The Alarms callout list and the Alert callout list shall be able to be separate and distinctly different.
- c. The User web site shall analyze daily pump run times at compared to a moving 30 day average of that pumps most recent runtimes and automatically Alert the User is the pump runs outside the normal runtime variation pattern.
- d. The User web site shall analyze hourly pump runtimes and automatically compare it to two (2) User set thresholds. If the Alert threshold is exceeded, an Alert will be sent the following morning. If the Alarm threshold is exceeded, an alarm will send immediately.
 - a. The User web site shall send an Alert the first morning that units are in Communications fail even though Alarms have been sent at the time the RTUs went off-line. Such Alerts are a reminder to Management that they still have units that are off line.

F. DATA PRESENTATION

- 1.Map to display location of each unit and color coded status indication.
- 2.Battery voltage, AC voltage, temperature, and radio status condition.
- 3.Report end-to-end uptime history and daily connection percentage of each RTU.
- 4.RTU electronic key reads with user names, time of read, and site name.
- 5.Pump runtimes by hour and day with historical graphs and tables and individual pump flow estimates.
- 6Automatic daily analysis of pump runtimes for abnormalities with automatic notification of abnormalities.
- 7.Pump starts with hourly analysis of excess pump starts with automatic notifications of excess pump starts.
- 8.Hourly and daily rainfall data in table, graph and calendar format, pump runtime versus rainfall data and a rainfall data download function. Hourly rainfall readings obtained either from a NOAA weather reporting station or a local rain-tipping bucket. A single tipping bucket may be associated with more than one RTU.
- 9.Present analog data available in table, graph, polar chart and spreadsheet format. Label and scale analog data based on unit of measurement.
- 10.Present digital data available in table and spreadsheet format.
- 11.Data Exports: Support XLS, CSV, PDF, and JPEG file formats.
- 12.Produce and automatically deliver report summarizing alarms and responses; pump runtimes and flow estimates; weekly end-to-end uptime percentages of each RTU, and electronic key uses at the RTU sites.
- 13.Perform and display volumetric inflow/outflow calculations from RTU-supplied data for each pump cycle using real-time pump start/stop data with simultaneously gathered level transducer or float data to perform inflow/outflow and pump GPM calculations.
- 14.Pump flow capacity estimations for station capacity analysis based on station design capacity and RTU-supplied data for each pump cycle.
 - e. Show pump run status from map view

2.03 RTU LOCATIONS

- A. RTUs shall be located at the water treatment plants, wells, booster stations and remote tanks.
- B. RTUs at each location shall be furnished with an omnidirectional antenna at grade plus 8ft.

2.04 MONITORING AND CONTROL POINTS PER RTU

- A. The inputs to be monitored at Water Treatment Plants #1 and #2 are as follows:

1. Digital inputs

- DI-1 Well Pump 1 Pump Run Time
- DI-2 Well Pump 2 Pump Run Time
- DI-3 Well Pump 3 Pump Run Time
- DI-4 Well Pump 4 Pump Run Time
- DI-5 Well Pump 5 Pump Run Time
- DI-6 Service Pump 1 Pump Run Time
- DI-7 Service Pump 2 Pump Run Time
- DI-8 Service Pump 3 Pump Run Time
- DI-9 Service Pump 4 Pump Run Time
- DI-10 Backwash Pump 1 Pump Run Time
- DI-11 Spare
- DI-12 Spare
- DI-13 Spare
- DI-14 Spare
- DI-15 Spare
- DI-16 Spare

2. Analog inputs with four (4) hi/low threshold alarms

- AI-1 Clear-Well Level

- AI-2 Residual Chlorine Level
- AI-3 Influent Flow
- AI-4 pH Level
- AI-5 Service Pump 1 Flow
- AI-6 Service Pump 2 Flow
- AI-7 Service Pump 3 Flow
- AI-8 Service Pump 4 Flow
- AI-9 Effluent Flow
- AI-10 Effluent Discharge Pressure
- AI-11 Spare
- AI-12 Spare

4. Optional Pulse inputs

- P-1 Influent Flow Total
- P-2 Effluent Flow Total

5. Relay Outputs

- R-1 Service Pump 1 Run/Off
- R-2 Service Pump 2 Run/Off
- R-3 Service Pump 3 Run/Off
- R-4 Service Pump 4 Run/Off
- R-5 Well Pump 1 Run/Off
- R-6 Well Pump 2 Run/Off
- R-7 Well Pump 3 Run/Off
- R-8 Well Pump 4 Run/Off
- R-9 Well Pump 5 Run/Off

6. Analog Outputs

AO-1 Lime System-1 Speed

AO-2 Lime System-2 Speed

B. The inputs to be monitored and controlled at the six (6) Remote Tank sites are as follows:

1. Digital inputs

DI-1 Spare

DI-2 Spare

DI-3 Spare

DI-4 Spare

DI-5 Spare

DI-6 Spare

DI-7 Spare

DI-8 Spare

2. Analog inputs with four (2) hi/low threshold alarms

AI- Tank Level

AI-2 Spare

3. Relay Outputs for Manual and Automatic Control

R-1 Spare

R-2 Spare

R-3 Spare

C. The inputs to be monitored and controlled at the three (3) Remote Tank/Well sites are as follows:

1. Digital inputs

DI-1 Well Pump Run Time

DI-2 Well Pump Run Time (If two wells at site)

DI-3 Spare

DI-4 Spare

DI-5 Spare

DI-6 Spare

DI-7 Spare

DI-8 Spare

2. Analog inputs with four (2) hi/low threshold alarms

AI- Tank Level

AI-2 Spare

3. Relay Outputs for Manual and Automatic Control

R-1 Well Pump On/Off

R-2 Well Pump On/Off (If two wells at site)

R-3 Spare

D. The inputs to be monitored and controlled at the four (4) Booster Station sites are as follows:

1. Digital inputs

DI-1 Booster Pump Run Time

DI-2 Booster Pump Run Time

DI-3 Spare

DI-4 Spare

DI-5 Spare

DI-6 Spare

DI-7 Spare

DI-8 Spare

2. Analog inputs with four (2) hi/low threshold alarms

AI- Discharge Pressure

AI-2 Spare

3. Relay Outputs for Manual and Automatic Control

R-1 Booster Pump Run/Off

R-2 Booster Pump Run/Off

R-3 Spare

E. The inputs to be monitored and controlled at the Wesley Water Treatment Site are as follows:

1. Digital inputs

DI-1 Well Pump Run Time

DI-2 Service Pump-1 Run Time

DI-3 Service Pump-3 Run Time

DI-4 Spare

DI-5 Spare

DI-6 Spare

DI-7 Spare

DI-8 Spare

2. Analog inputs with four (2) hi/low threshold alarms

AI- Tank Level

AI-2 Clearwell Level

AI-3 Well Flow

AI-4 Service Pump Flow

AI-5 Spare

AI-6 Spare

3. Relay Outputs for Manual and Automatic Control

R-1 Well Pump On/Off

R-2 Service Pump-1 On/Off

R-3 Service Pump-2 On/Off

F. Water System Automation

The tank and well SCADA system shall be constructed, and have the following operational parameters as described below.

The general architecture of the system will be based on using third generation cellular data for telemetry and on sending that data to a web based hosted SCADA computer service that manages the entire system except field maintenance. The hosted system shall have password protected SSL web-based customer screens. Automatic control logic for well and/or control valve operation shall be maintained by the hosted SCADA computer service. The hosted service shall monitor, at least every two minutes the level of the tank(s), discharge pressures and clearwell(s). The hosted SCADA service computer shall issue control relay commands to the associated well(s), service pump(s) and/or booster pumps(s) when pre-programmed low, off, lead, lag, lag 2 and high thresholds are reached for the above monitored parameters. The low, off, lead, lag, lag 2 and high thresholds shall be programmable by the customer via the secure web site. All threshold changes shall be individually password protected and logged. The secure web site shall also provide the customer the ability to put each well pump(s), service pump(s) and/or booster pump(s) in automatic, off or hand operation mode. The secure web site shall provide the customer the ability to enable/disable alternation of the well(s), service pump(s) and/or booster pump(s). The SCADA system shall provide control for up to five wells, service pumps and/or booster pumps or combination of both from a single monitored parameter listed above. Multiple parameters may be depicted and controlled on a single customer secure web site.

The web based hosted SCADA service screens shall depict the current state to the web service H/O/A operational status (not the pump site(s) MCC H/O/A switches), the current values for pump(s) off, lead, lag and lag 2 thresholds, the current status of pump alternation, the current status of pump call to run and a graphic depicting the current and previous 24-hour parameter level and which pump(s) were called during fill cycles.

The well, service and/or booster pump(s) RTU(s) shall have the ability to be programmed to either:

- Continue the current pump call relay status or,
 - Force off the pump call to run status,
- if the pump RTU(s) lose communications with the hosted SCADA service computer(s) for more than two minutes.

The output relay(s) from the pump(s) RTU shall be wired only into the automatic circuit for pump(s) run. The local off and hand circuits shall be unaffected by the RTU relay output(s). The output relays on the pump(s) RTU(s) shall be wired into 12vdc solid state interposing relays. The switched side of the solid-state interposing relay(s) shall be used to control the pump(s) motor starter in the automatic pump call circuit.

The web based hosted SCADA service shall provide a means of setting up and performing alarm call out functions. All alarm points shall have a programmable delay period prior to issuance of an alarm from the point. All phone-based alarm calls shall be recorded and the web-based screens shall allow the customer to recall and play any alarm call from the system.

The RTU(s) shall be grounded with 8 gauge (or larger) solid copper wire.

The system shall utilize the existing pressure/level transducer if possible or include the installation of a pressure transducer, of proper range, at as close to the base of the tank(s) as possible. The pressure transducer shall be protected from the elements and shall have at voltage surge suppressor able to withstand and discharge a voltage spike of at least 10,000 volts connected to the transducers analog circuit within three feet of the pressure transducer. The surge suppressor and transducer shall be connected to 8 gauge or larger solid copper wire which shall be connected to a grounding rod. The grounding rod shall be within five feet of the surge suppressor. There shall be no bends in the ground wires with less than a 6 inch radius. Straight ground wires are preferred.

The new system shall be installed so that the existing system and the new system can operate in parallel with the new system only monitoring but capable of control. Once both systems have operated together and the new system has been checked for proper configuration and functionality, the existing system will be taken offline and the new system put into control mode.

2.05 OTHER MATERIALS

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Manufacturer subject to the approval of the Engineer.

PART THREE - EXECUTION

3.01 SURFACE CONDITIONS

- A. Not applicable.

3.02 COORDINATION

- A. Not applicable.

3.03 INSTALLATION

- A. Ensure installation of equipment provided is in strict accordance with the manufacturer's recommendations and shop drawings as approved by the Engineer.
- B. Upon completion of the installation, carefully inspect each component and verify that all items have been installed in their proper location, adequately anchored, and adjusted to achieve optimum operation.
 - If required, the contractor shall adjust the antenna placement or elevation to obtain consistent, stable operation of the system.
- C. Delineate timing of RTU installation and commissioning.

3.04 SERVICE

- A. Demonstrate to the Owner's operation and maintenance personnel the proper methods for operating and maintaining the equipment, and the contents of the operation and maintenance manual required to be submitted under Article 1.03 in this Section.
- B. The Manufacturer shall furnish to the Owner a written report prepared by the instrumentation equipment manufacturer's field service technician certifying that:
 - A. the equipment has been properly installed in accordance with manufacturer's recommendations;
 - 2. the equipment check-out and initial start-up activities have been completed in accordance with manufacturer's recommendations and under the technician's supervision;
 - 3. Antenna placement has been optimized
 - 4. The equipment is free from any undue stress imposed by connecting conduit or anchor bolts;
 - 5. The equipment operates satisfactorily and in compliance with the requirements of this Section.
- C. If applicable, delineate whether or not the Manufacturer shall include with his bid, the on-site services of the instrumentation equipment manufacturer's field service technician, and for what period. This service shall be for the purpose of instruction of plant personnel and testing of the system.

END OF SECTION

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, July 9, 2020, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal.

Specifications and procedures can be downloaded from Central Bidding at www.centralbidding.com All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic process, please call Central Bidding at (225)810-4814.

Qualified bidders will be invited to participate in a reverse auction, which will take place on July 16, 2020, at 10:30a.m.

Supervisory Control and Data Acquisition Units *SCADA Units* .

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 16th day of July, 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, June 16, 2020

Re: Acknowledge receipt of a Drainage Easement from Harry and Adele Phillips for a portion of Lamar County tax parcel 051L-11-030.000 (PPIN 28279).
File Number: 2020-376
Minute Book #

Summary

The City is requesting acknowledgement of receipt of a Drainage Easement from Harry and Adele Phillips for a portion of Lamar County tax parcel 051L-11-030.000 (PPIN 28279).

Recommendation Statement

I am recommending acknowledgement of Drainage Easement from Harry and Adele Phillips.

Please place this on the June 16, 2020 City Council meeting for consideration.

Grantee, prepared by and return to:City of HattiesburgDepartment of EngineeringPost Office Box 1898Hattiesburg, Mississippi 39403-1898Phone: (601) 545-4540Account No.:**Grantor's Address:**Harry and Adele Phillips110 Creekside ManorHattiesburg, Mississippi 39402Phone: (601)297-7831Account No.:

DRAINAGE EASEMENT**INDEXING INSTRUCTIONS:**

**A part of Lot 16 of the Cottages of Turtle Creek Subdivision
located in the Northeast 1/4 of the Northeast 1 /4 of Section 11, T-
4-N, R-14-W, Lamar County, MS**

Parcel ID: 051L-11-030.000

PPIN: 28279

110 Creekside Manor

STATE OF MISSISSIPPI
COUNTY OF LAMAR
CITY OF HATTIESBURG

DRAINAGE EASEMENT

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, including the benefits to be derived herefrom, **Harry and Adele Phillips**, do hereby grant and convey unto the CITY OF HATTIESBURG, a municipal corporation, an easement over, across and upon a parcel of real property, for the construction and maintenance of drainage facilities over and across the following described property located in the City of Hattiesburg, Lamar County,

Commence at the Southeast corner of Lot 16 of the Cottages of Turtle Creek Subdivision located in the Northeast 1/4 of the Northeast 1/4 of Section 11, T-4-N, R-14-W, Lamar County, MS; and thence run N 89° 09' 39" W along the South line of said Lot 16 for 10.00 feet to the West line of a platted 10-foot wide drainage easement for the Point of Beginning, thence continue N 89° 09' 39" W along the South line of said Lot 16 for 17.79 feet, thence run N 00° 50' 21" E for 55.00 feet to the North line of said Lot 16, thence run S 89° 09' 39" along the North line of said Lot 16 for 17.79 feet to the West line of a platted 10-foot wide drainage easement, thence run S 00° 50' 21" W along the West line of said drainage easement for 55.00 feet back to the Point of Beginning. The above herein described drainage easement contains 0.02 acres.

We fully understand that we have the right to receive just compensation for the real property herein described based on an appraisal of said property. We hereby waive our right to just compensation and donate the use of real property herein described to the City of Hattiesburg. We further understand that we have the right to request that a fair market value appraisal of the property be made and we hereby waive that right.

The Grantee herein is given the right to do whatever may be necessary on property for the enjoyment of the rights herein granted, including the right of ingress and egress and the right to clear said right-of-way so selected of such shrubs, trees and other vegetation as may be necessary.

WITNESS OUR SIGNATURES on this the 20th day of May, A.D., 2020.

Harry Phillips
Signature

05-20-20
Date

Adele Phillips
Signature

5-20-20
Date

STATE OF MISSISSIPPI

COUNTY OF Forrest

CITY OF Hattiesburg

This day there came and appeared before me, **Harry and Adele Phillips**, the undersigned authority in and for County and State, the within named who acknowledged before me that they signed, executed and delivered the above and foregoing easement on the day and year therein mentioned as their own free and voluntary act and deed.

Given under my hand and official seal of this office on this the 20th day of May, A.D., 2020.



Kathleen Hartfield
NOTARY PUBLIC

My commission expires 6/18/23.

CREEKSIDE MANOR

LOT 15

OWNER: HARRY AND ADELE PHILLIPS
PARCEL PIN: 28279
LOT 16

DRAINAGE
EASEMENT
0.02 acres

N00°50'21"E

55.00'

S00°50'21"W

55.00'

S89°09'39"E
17.79'

N89°09'39"W
17.79'

N89°09'39"W
10.00'

10' WIDE DRAINAGE EASEMENT

10' WIDE DRAINAGE EASEMENT

POINT-OF-BEGINNING

COMMENCEMENT POINT:
SOUTHEAST CORNER OF LOT 16 OF THE
COTTAGES OF TURTLE CREEK SUBDIVISION
LOCATED IN THE NE 1/4 OF THE NE 1/4
OF SECTION 11, T-4-N, R-14-W LAMAR
COUNTY, MS

SCALE: 1"=30'
DATE: 5-15-20



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

May 20, 2020

Mrs. Adele Phillips
2901 Glenn Drive
Hattiesburg MS 39401

Dear Mrs. Phillips:

This letter is to acknowledge that you understand that, as a part of construction, the wooden structure in the rear of your property that is adjacent to the stream has to be demolished. By signing, you are in agreement to allow the contractor to demolish this wooden structure.

Adele Phillips
Adele Phillips

Sincerely,

Lamar Rutland

Lamar Rutland, P.E.
Director of Engineering

LR/kmh

Enclosure

RECEIVED
6/2/20



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Cecilia Jones

cc: Kermas Eaton, City Clerk

Date: Tuesday, June 16, 2020

Re: Acknowledge receipt of Privilege Tax License Monthly Reports for February, March and April 2020.
File Number: 2020-368
Minute Book #

Summary

Acknowledge receipt of Privilege Tax License monthly reports for February, March and April 2020.

Recommendation Statement

Recommend acknowledgment of receipt of Privilege Tax License monthly reports for February, March and April 2020.

Please place this on the June 16, 2020 City Council meeting for consideration.

PRIVILEGE LICENSE MONTHLY REPORT

02/01/2020 TO 02/29/2020

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-01-20-017827	\$10.00		SOUTHERN AXE COMPANY 5317 OLD HWY 11 STE 14-15 HATTIESBURG MS 39402
LIC-01-20-017828	\$38.33		SOUTHERN AXE COMPANY 440 HUTSON-MORRIS RD COLUMBIA MS 39429
LIC-01-20-017849	\$55.00		ESSENTIAL KNOWLEDGE SYSTEMS, LLC 46 SHELBY THAMES DR UNIT #132 HATTIESBURG MS 39402
LIC-01-20-017857	\$50.00		GIGGLES CHILDREN'S BOUTIQUE 6555 HWY 98 W STE 17 HATTIESBURG MS 39402
LIC-01-20-017920	\$20.00		WIL-CAR HOME IMPROVMENT 17 LAKEVIEW COVE HATTIESBURG MS 39401
LIC-01-20-017935	\$1,865.00		SUNBELT RENTALS, INC. 5595 HWY 49 HATTIESBURG MS 39401
LIC-01-20-017963	\$10.00		FAM'S MART LLC 406 NORTH ST STE 10 HATTIESBURG MS 39401
LIC-01-20-017964	\$38.33		FAM'S MART LLC 406 NORTH ST STE 10 HATTIESBURG MS 39401
LIC-01-20-017966	\$55.00		MIDSOUTH DIESEL, INC. 14 OLD HWY 98 HATTIESBURG MS 39401
LIC-01-20-017967	\$45.00		EXPEDITED TAX SOLUTIONS LLC 2810 EDWARDS ST HATTIESBURG MS 39401
LIC-02-20-018039	\$45.00		DS ROYAL PALACE BEAUTY & BARBER SHOP 406 NORTH ST STE 20 HATTIESBURG MS 39401
LIC-02-20-018041	\$45.00		DS ROYAL PALACE BEAUTY & BARBER SHOP 406 NORTH ST STE 20 HATTIESBURG MS
LIC-02-20-018050	\$0.00		JIM SMITH SERVICES, INC. 17737 P.O BOX HATTIESBURG MS 39404
LIC-02-20-018067	\$20.00		UNIVERSITY REALTY 102 LYNNWOOD CIR HATTIESBURG MS 39402
LIC-02-20-018090	\$25.00		PLANNED PARENTHOOD SOUTHEAST INC. 214 S 27TH AV HATTIESBURG MS 39401
LIC-02-20-018103	\$30.00		AMERICAN WINGS & CAFE 6466 HWY 98 HATTIESBURG MS 39402

LIC-02-20-018105	\$20.00	TRANSFORM SR HOME IMPROVEMENT PRODUCTS LLC PO BOX 522290 LONGWOOD FL 32752
LIC-02-20-018129	\$30.00	NEAT NAILS BY MARY 4400 HARDY ST STE A-11 HATTIESBURG MS 39402
LIC-02-20-018133	\$20.00	ACEVEDO'S TIRE SHOP 5729 HWY 49 S UNIT 1 HATTIESBURG MS 39401
LIC-02-20-018155	\$20.00	NO BROKE THOUGHTS TM 158 MILLPOND DR HATTIESBURG MS 39401
LIC-02-20-018157	\$55.00	ACADEMY OF HAIR DESIGN 5912 HWY 49 STE A1A HATTIESBURG MS 39401
LIC-02-20-018169	\$20.00	HEADZ UP BARBER SHOP 2509 W 4TH ST HATTIESBURG MS 39401
LIC-08-17-010926		GRACE CHAPEL 636 W 4TH ST HATTIESBURG MS 39401
LIC-10-19-017449	\$55.00	PJ'S COFFEE OF NEW ORLEANS 6106 HWY 98 STE 10 HATTIESBURG MS 39402
LIC-11-18-014709	\$45.00	COVENANT CAREGIVERS OF HATTIESBURG, LLC PO BOX 1481 MADISON MS 39130
LIC-11-18-014754	\$225.00	SOUTHERN TIRE MART 800 HWY 98 COLUMBIA MS 39429
LIC-12-19-017690	\$55.00	RESERVE AT LONG POINT 2 HUATLEY RD OLD LYNE CT 06371
LIC-12-19-017715	\$30.00	CARR, RIGGS & INGRAM LLC 22 MILLBRANCH STE 400 HATTIESBURG MS 39402

28

\$2,926.66

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-02-20-018023	\$20.00		A CUT ABOVE 716 JAMES STREET STE 10 HATTIESBURG MS 39401-
LIC-02-20-018024	\$20.00		ADVANTAGE TAX & PRINTING SERVICE INC . 2407 W 4TH ST HATTIESBURG MS 39401
LIC-02-20-018025	\$30.00		BURCH CORPORATION 216 S OPOTO MADRID BOULEVARD BIRMINGHAM AL 35206-
LIC-02-20-018026	\$30.00		AAMCO TRANSMISSIONS 2101 W PINE STREET HATTIESBURG MS 394010000
LIC-02-20-018027	\$54.00		THE FAMILY PRACTICE /AFTER HOURSCLINIC, PLLC 110 MILLSAPS DRIVE HATTIESBURG MS 394020000

LIC-02-20-018028	\$20.00		GO GO SNO 711 HUNTINDON RD HATTIESBURG MS 39402
LIC-02-20-018029	\$20.00	\$2.60	PETAL MUFFLER & GLASS 5383 HIGHWAY 42 HATTIESBURG MS 39401
LIC-02-20-018030	\$20.00		PANDA HOUSE 1900 HARDY STREET HATTIESBURG MS 39401
LIC-02-20-018032	\$30.00	\$5.40	S.T.R.Y.V.E INC. 2810 EDWARDS ST HATTIESBURG MS 39401
LIC-02-20-018034	\$20.00	\$3.40	UNLIMITED COSMETOLOGY SCHOOL 102 BROAD STREET HATTIESBURG MS 39401-
LIC-02-20-018035	\$30.00		SUBWAY SANDWICH SHOP OF H'BURG # 1 2910 W HARDY STREET HATTIESBURG MS 39401
LIC-02-20-018036	\$30.00		P.J.'S HAIR SALON 3420 HARDY STREET HATTIESBURG MS 39402-
LIC-02-20-018037	\$20.00		SUPER 8 MOTEL / SHRIJI, INC. 6529 HIGHWAY 49 N HATTIESBURG MS 39401
LIC-02-20-018038	\$30.00		ADELA, INC. P.O. BOX 1745 HATTIESBURG MS 39403
LIC-02-20-018040	\$30.00		BURGER KING #1695 806 BROADWAY DRIVE HATTIESBURG MS 39401
LIC-02-20-018042	\$150.00		CRACKER BARREL PO BOX 787 LEBANON TN 37088-
LIC-02-20-018043	\$63.00		DEVINEY CONSTRUCTION COMPANY, INC 5560 HWY 42 BYPASS HATTIESBURG MS 39401
LIC-02-20-018044	\$20.00		D & M CLARK CONSTRUCTION, LLC 1038 SCR 85 E MIZE MS 39116-
LIC-02-20-018046	\$30.00		BAKER DISTRIBUTING CO #920 1519 N MAIN STREET HATTIESBURG MS 39401
LIC-02-20-018049	\$30.00	\$3.30	A & A HOME HEALTH EQUIPMENT, INC. 1608 BROADWAY DRIVE 30 HATTIESBURG MS 39401
LIC-02-20-018051	\$0.00		JIM SMITH SERVICES, INC. 114 S 10TH AV HATTIESBURG MS 39401
LIC-02-20-018053	\$20.00		VETERINARY ASSOCIATES OF HATTIESBURPLLC 1907 BROADWAY DRIVE HATTIESBURG MS 39402
LIC-02-20-018054	\$20.00		AL BARLOW MAINTENANCE SERVICE 593 RALSTON ROAD HATTIESBURG MS
LIC-02-20-018055	\$30.00		WOODLAND REALTY INC 6504 HWY 98 B HATTIESBURG MS 39402-

LIC-02-20-018056	\$30.00		SIMS & RE PLLC 6424 HWY 98 W STE 30 HATTIESBURG MS 39402
LIC-02-20-018057	\$20.00		HOMETOWN HEALTHCARE INC. 107 E WASHINGTON HOUSTON MS 38851
LIC-02-20-018058	\$20.00		SUBWAY @ WESLEY MEDICAL CENTER 5001 HARDY STREET HATTIESBURG MS 39402
LIC-02-20-018059	\$48.00		HATTIESBURG EYE CLINIC, P.A. 100 W HOSPITAL DRIVE HATTIESBURG MS 394020000
LIC-02-20-018060	\$20.00		DAVID M. COX, INC. 10 98 PLACE BOULEVARD HATTIESBURG MS 39402
LIC-02-20-018061	\$250.00		STEIN MART, INC #353 1000 TURTLE CREEK MALL HATTIESBURG MS 39401
LIC-02-20-018062	\$33.00		FURNITURE DIRECT 5020 HARDY ST HATTIESBURG MS
LIC-02-20-018063	\$20.00		HAIR CREATIONS 820 GRACE AVENUE HATTIESBURG MS 394010000
LIC-02-20-018064	\$20.00	\$2.40	LIFESTORAGE #361 421 CLASSIC DR HATTIESBURG MS 39402
LIC-02-20-018065	\$200.00		STUART C. IRBY CO. 1314 W PINE ST HATTIESBURG MS 39401
LIC-02-20-018066	\$20.00		ANOINTED HANDS SERVICES LLC 400 JACKSON STREET HATTIESBURG MS 39401
LIC-02-20-018068	\$20.00		LOWERY POWELL ENTERPRISES OF H'BURG P.O. BOX 321381 FLOWOOD MS 39232
LIC-02-20-018069	\$30.00		HANGER PROSTHETICS & ORTHOTICS INC 10910 DOMAIN DR 300 AUSTIN TX 78758
LIC-02-20-018070	\$20.00		JACKSON BAIL BONDS 700 HALL AVENUE C HATTIESBURG MS 39401
LIC-02-20-018071	\$20.00		PATTERSON AUTO SALES, LLC 5436 OLD HWY 42 HATTIESBURG MS 39401
LIC-02-20-018072	\$20.00		NORRIS, LARRY 101 FERGUSON STREET HATTIESBURG MS 39401
LIC-02-20-018073	\$20.00		SWATCHES FABRIC & DESIGN 5268 OLD HWY 11 STE 8 HATTIESBURG MS 39402-
LIC-02-20-018074	\$20.00		PAPA JOHNS 6371 HIGHWAY 98 W STE 50 HATTIESBURG MS 39402
LIC-02-20-018075	\$20.00		LIBERTY TAX SERVICE 134 CITY PARK CIRCLE HATTIESBURG MS 39401-

LIC-02-20-018076	\$20.00		PALLET DEPOT PO BOX 612 STREET PETAL MS 39465
LIC-02-20-018077	\$20.00		THOMAS POUGH LLC, LPC 39 BETHANY LN KOKOMO MS 39643
LIC-02-20-018078	\$45.00		GULF EQUIPMENT CORPORATION 5540 BUSINESS PARKWAY THEODORE AL 365820000
LIC-02-20-018079	\$20.00		COLLEGETOWN CONSTRUCTION, INC. 105 DOLEAC DR HATTIESBURG MS 39401
LIC-02-20-018080	\$30.00		TOUCHSTONE MOTOR SALES, INC. 1801 CORINNE STREET HATTIESBURG MS 39401
LIC-02-20-018081	\$30.00		EMILY LAMBERT HARDEN, DMD 820 S 28TH AV HATTIESBURG MS 39402
LIC-02-20-018082	\$20.00		TELAGEN, LLC 1A CHURCHILL ST HATTIESBURG MS 39402
LIC-02-20-018083	\$20.00	\$2.20	GRACE HEALTHCARE DME 112 S 27TH AV HATTIESBURG MS 39401
LIC-02-20-018085	\$40.00		HUB CITY WEST FARM & GARDEN 31 PIONEER DRIVE HATTIESBURG MS
LIC-02-20-018086	\$20.00	\$2.40	WILLIE B. SIMS, JR. CPA 908 BROADWAY DR HATTIESBURG MS 39401
LIC-02-20-018087	\$72.00		SPIRE MISSISSIPPI INC 315 MAIN ST HATTIESBURG MS 39401
LIC-02-20-018088	\$20.00		ASCLS, LLC 822 HILLENDALE DRIVE HATTIESBURG MS 39402
LIC-02-20-018089	\$20.00	\$2.20	DANY'S DONUTS 2782 OAK GROVE ROAD B HATTIESBURG MS 39402-
LIC-02-20-018092	\$33.00		FARRELL CALHOUN, INC 5290 OLD HWY 11 HATTIESBURG MS 39402-
LIC-02-20-018093	\$20.00		ACCEPTANCE NOW #05947 4700 HARDY ROAD STE J HATTIESBURG MS 39402-
LIC-02-20-018094	\$200.00		AUTOZONE #590 6114 HIGHWAY 98 HATTIESBURG MS 39402
LIC-02-20-018095	\$20.00	\$24.40	BELTONE HEARING CENTER 6655 FABIANO ST PENSACOLA FL 32506
LIC-02-20-018097	\$20.00	\$24.40	HUBERT'S TRIM SHOP 413 E PINE STREET HATTIESBURG MS 39401-
LIC-02-20-018099	\$30.00		WARDS 98 WEST INC. PO BOX 15398 HATTIESBURG MS 39404

LIC-02-20-018100	\$20.00		SURETURN LLC DBA H & R BLOCK TAX SERVICES P.O. BOX 65 PURVIS MS 39475
LIC-02-20-018101	\$20.00		SURETURN LLC DBA H & R BLOCK TAX SERVICES 5040 HARDY STREET STE 10 HATTIESBURG MS 39402-
LIC-02-20-018104	\$25.00	\$3.25	FORREST PAPER AND BRIDAL COMPANY 511 E PINE STREET HATTIESBURG MS 39401-
LIC-02-20-018106	\$20.00		SOOTHE NAILS & SPA, LLC 6555 HWY 98 STE 22 HATTIESBURG MS 39402
LIC-02-20-018107	\$20.00		HALLMAN PROPERTY MANAGEMENT 3420 HARDY STREET SUITE 2 HATTIESBURG MS 39402-
LIC-02-20-018108	\$20.00		GARY'S SMALL ENGINE 1400.5 E HARDY STREET HATTIESBURG MS 39401-
LIC-02-20-018109	\$108.00		TOP MUSIC COMPANY 3656 GOVERNMENT BLVD MOBILE AL 36693-
LIC-02-20-018110	\$990.00		TOP MUSIC COMPANY 3656 GOVERNMENT BLVD MOBILE AL 36693-
LIC-02-20-018111	\$200.00		WILLIAM CAREY UNIV. BOOKSTORE #015 120 MOUNTAIN VIEW BLVD BASKING RIDGE NJ 07920
LIC-02-20-018112	\$30.00		CR PROPERTIES, LLC 11 PARKWAY BLVD HATTIESBURG MS 39401
LIC-02-20-018113	\$33.00		TOP TIER BOARD GAMES 4700 HARDY ST STE L HATTIESBURG MS 39402
LIC-02-20-018114	\$75.00		STANDARD OFFICE SUPPLY PO BOX 950 HATTIESBURG MS 394030950
LIC-02-20-018115	\$20.00		ROGERS HEARING HEALTHCARE DBA AUDIBEL HEARING P.O. BOX 17167 HATTIESBURG MS 39404-7167
LIC-02-20-018116	\$20.00		THYSSENKRUPP ELEVATOR CORPORATION 114 TOWNPARK DRIVE 300 KENNESAW GA 301440000
LIC-02-20-018117	\$45.00		STARBUCKS COFFEE #9336 3708 HARDY STREET HATTIESBURG MS 39402
LIC-02-20-018118	\$30.00		HARDEE'S 4964 HARDY STREET HATTIESBURG MS 39401
LIC-02-20-018119	\$30.00		QUALITY INN 6511 HIGHWAY 49 N HATTIESBURG MS 39401
LIC-02-20-018120	\$30.00		POPEYES #12 5034 HIGHWAY 98 HATTIESBURG MS 39402
LIC-02-20-018121	\$123.00	\$13.53	TOPP MCWHORTER HARVEY, PLLC 2 SOUTHERN POINTE PARKWAY STE 100 HATTIESBURG MS 39401

LIC-02-20-018130	\$48.00	\$7.68	HUBSOUTH MEDICAL CLINIC 200 W HOSPITAL DRIVE HATTIESBURG MS 39402
LIC-02-20-018131	\$50.00		GAMESTOP #7779 625 WESTPORT PARKWAY GRAPEVINE TX 76051-
LIC-02-20-018132	\$1,485.00		ENTERTAINMENT GROUP INC 101 S 41ST AV HATTIESBURG MS 39402
LIC-02-20-018134	\$25.00		BRACKMAN'S STEPPING STONE 2 PIONEER RD E HATTIESBURG MS 39401-
LIC-02-20-018135	\$20.00		MORRIS BART & ASSOCIATES, APLC 6 PLAZA DRIVE HATTIESBURG MS 39402-
LIC-02-20-018136	\$25.00		THE ARK SUPPLIES, LLC 500 CAMPBELL LOOP STE 30-40 HATTIESBURG MS 39401
LIC-02-20-018137	\$20.00		S & S PLUMBING,LLC 60 OVERSTREET ROAD HATTIESBURG MS
LIC-02-20-018138	\$20.00		ALLBRITTON CHAIN SAW SUPPLY CO . 1601 BROADWAY DRIVE HATTIESBURG MS 39402
LIC-02-20-018139	\$20.00		FANCY BEAUTY BOUTIQUE 205 RAY BINDGE DR HATTIESBURG MS 39402
LIC-02-20-018140	\$30.00		BAGGETT AIR COND & HEATING 123 S GEORGE ST PETAL MS 39465-
LIC-02-20-018141	\$30.00	\$3.30	REEVES ENGINEERING & CONSTRUCTION, LLC 200 GROVE PARK LN STE 680 DOTHAN AL 36305
LIC-02-20-018144	\$20.00		EDIBLE ARRANGEMENTS 5064 HARDY ST 40 HATTIESBURG MS 39402
LIC-02-20-018146	\$20.00	\$0.00	BLESSED 715 QUINN STREET HATTIESBURG MS 39401-
LIC-02-20-018147	\$20.00		VANCE PROPERTIES 905 HARDY ST HATTIESBURG MS 39401
LIC-02-20-018148	\$75.00		CITI TRENDS #116 1000 BROADWAY DRIVE 49 HATTIESBURG MS 39401
LIC-02-20-018149	\$20.00		KEVIN M. PASSER, M.D., P.A. 5317 OLD HIGHWAY 11 HATTIESBURG MS 39402
LIC-02-20-018150	\$63.00		SOUTH MISSISSIPPI SURGERY CENTER 39 FRANKLIN ROAD HATTIESBURG MS 39402
LIC-02-20-018151	\$20.00		DO OR DYE 3115 LUPER DR HATTIESBURG MS 39401
LIC-02-20-018152	\$20.00	\$2.20	DYNASTY HAIR DESIGN 2406 W 4TH STREET HATTIESBURG MS 39401-

LIC-02-20-018154	\$20.00		HUB CITY LAUNDRY SERVICE 528 N 38TH AVENUE HATTIESBURG MS 39402-
LIC-02-20-018156	\$20.00		THE BARBER STUDIO INC 102 N 38TH AV STE F & G HATTIESBURG MS 39401
LIC-02-20-018158	\$560.00		FIRESTONE COMPLETE AUTO CARE 200 4TH AV S NASHVILLE TN 37201
LIC-02-20-018161	\$93.00		MISKELLY FURNITURE 4501 HARDY ST 10 HATTIESBURG MS 39402
LIC-02-20-018162	\$560.00		EXPERT TIRE OF HATTIESBURG 205 HARDY STREET HATTIESBURG MS 39401
LIC-02-20-018163	\$30.00		CREATIVE KIDZ 330 HEGWOOD RD HATTIESBURG MS 394020000
LIC-02-20-018164	\$30.00	\$3.30	INLAND FAMILY PRACTICE CENTER, LLC 908 W PINE STREET HATTIESBURG MS 39401
LIC-02-20-018167	\$20.00	\$3.00	FISHER'S LANDSCAPE PO BOX 16776 HATTIESBURG MS 39404
LIC-02-20-018168	\$20.00		FISHER'S LANDSCAPE PO BOX 16776 HATTIESBURG MS 39404
LIC-02-20-018170	\$20.00		NEWSON AGENCY 1405 E HARDY STREET HATTIESBURG MS 39401
LIC-02-20-018171	\$51.00		H'BURG CLINIC-INTERNAL MEDICINE 4 MEDICAL BOULEVARD HATTIESBURG MS 39401
LIC-02-20-018172	\$108.00		HATTIESBURG CLINIC PA -CANCER CENTER 301 S 28TH AVENUE HATTIESBURG MS 39401
LIC-02-20-018173	\$20.00		HATTIESBURG CLINIC, P.A. 712 EMERALD LANE HATTIESBURG MS 39401-
LIC-02-20-018174	\$20.00		LUMINOUS FACIAL SPA LLC 6414 HWY 98 W STE 40 HATTIESBURG MS 39402
LIC-02-20-018175	\$20.00		X-FINITY DANCE ACADEMY 827 HARDY ST HATTIESBURG MS 39401
LIC-02-20-018176	\$20.00		HATTIESBURG TRUCK PARTS 5484 HIGHWAY 42 HATTIESBURG MS 39401-
LIC-02-20-018177	\$30.00		THE KOERBER COMPANY, P.A. 103 MADISON PLAZA HATTIESBURG MS 39402
LIC-02-20-018178	\$20.00		ALLENS TROPHIES, INC. 220 MOBILE STREET HATTIESBURG MS 39401
LIC-02-20-018180	\$30.00	\$4.50	Manning Gross + Massenburg LLP 125 HIGH ST 6TH FLOOR OLIVER STREET TOWER BOSTON MA 02110

LIC-02-20-018181	\$20.00	AMAY JEWELERS 3901 HARDY ST STE 50 HATTIESBURG MS 39401
LIC-02-20-018183	\$20.00	D & Z'S DETAILING 1417 N MAIN ST HATTIESBURG MS 39401
LIC-02-20-018185	\$20.00	BROWN LAWN SERVICE 252 CYPRESS AVENUE HATTIESBURG MS 39401-
LIC-02-20-018186	\$10.00	ECOATM, LLC 1000 TURTLE CREEK DRIVE KIOSK #1 HATTIESBURG MS 39402-
123	\$7,970.00	\$113.46

Total Collection for February

New Licenses	\$2,926.66
Renewed Licenses	\$7,970.00
Penalties	\$113.46
Grand Total	\$11,010.12

PRIVILEGE LICENSE MONTHLY REPORT

03/01/2020 TO 03/31/2020

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-01-20-017931	\$150.00		CMS WIRELESS LLC 29 MAUMELLE CURVE CT N. LITTLE ROCK AR 72113
LIC-01-20-017937	\$20.00		BOWLINE HOME IMPROVEMENT LLC 62 LYLES RD HATTIESBURG MS 39401
LIC-01-20-017939	\$45.00		KATMON INDUSTRIES, LLC 301 COURT ST HATTIESBURG MS 39401
LIC-02-20-018045			FEEDING UNITING & EMPOWERING LEARNING 301 BARRY ST STE A HATTIESBURG MS 39401
LIC-02-20-018048			WORD OF FAITH CHRISTIAN ACADEMY 46 BROADACRES DR HATTIESBURG MS 39401
LIC-02-20-018102	\$30.00		BILL'S PLUMBING CO. 31 HARTFIELD RD PETAL MS 39465
LIC-02-20-018122	\$66.00		HARWELL & COMPANY LLC 2390 RAYMOND TANNER RD SEMMES AL 36575
LIC-02-20-018125	\$55.00		TOTAL KIDS ZONE II 6050 HWY 49 HATTIESBURG MS 39401
LIC-03-20-018227	\$20.00		LAVISH BEAUTY SALON 108 S 10TH AV HATTIESBURG MS 39401
LIC-03-20-018232	\$20.00		TALON SERVICES GROUP LLC 102 N 38TH AV HATTIESBURG MS 39401
LIC-03-20-018242	\$55.00		WATER PRO INC . 315 E 3RD ST HATTIESBURG MS 39401
LIC-03-20-018244	\$20.00		GLOSSED BY JAY 2304 W 7TH ST APT 15 HATTIESBURG MS 39401
LIC-03-20-018280	\$45.00		FOREST ROYALE APARTMENTS 620 S 28TH AV HATTIESBURG MS 39402
LIC-03-20-018312	\$30.00		JACKSON BROTHERS CONSTRUCTION SERVICES LLC 47 NORTH OF FIELDS HATTIESBURG MS 39402
LIC-03-20-018316	\$20.00		PRESTIGE BY WIL 401 14TH ST MOUNT OLIVE MS 39119
LIC-03-20-018359	\$20.00		TWILLY PHILLY 1010 S 17TH AV HATTIESBURG MS 39401

LIC-03-20-018392	\$20.00	RAZORS EDGE HAIR SALON LLC 4700 HARDY ST STE F HATTIESBURG MS 39402
LIC-03-20-018398	\$20.00	RON'S CREATIONS 208 GORDON ST APT. K64 HATTIESBURG MS 39401
LIC-05-16-007033	\$20.00	SOUTHERN OAKS 214 BROADWAY DR HATTIESBURG MS 39401
LIC-05-19-015946	\$25.00	OPTIBEN OF MS LLC 301 S 40TH AV STE 4 HATTIESBURG MS 39402
LIC-07-18-013528		THE JAMES AGENCY, LLC 1817 BROADWAY DR HATTIESBURG MS 39402
LIC-10-19-017226	\$55.00	MAMA FER LLC 610 ADELINE ST STE 1-C HATTIESBURG MS 39401
LIC-10-19-017411	\$55.00	PAYNE COMPANIES, LLC 135 MAYFAIR RD STE A HATTIESBURG MS 39402
LIC-12-18-014837	\$40.00	LA MEXICANA 6333 HWY 49 STE 40 HATTIESBURG MS 39401
LIC-12-18-014975	\$11.25	LA MEXICANA 6333 HWY 49 STE 40 HATTIESBURG MS 39401
LIC-12-19-017796	\$45.00	FOREVER YOUNG BEAUTY SALON BARBER SHOP 206 BROADWAY DR HATTIESBURG MS 39401

26

\$887.25

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-03-20-018187	\$20.00		L & L LAUNDRY 302 KATIE AVENUE HATTIESBURG MS 394010000
LIC-03-20-018188	\$30.00		LIL' TEKNON LEARNING CENTER 125 W. 8TH ST HATTIESBURG MS 39401-
LIC-03-20-018189	\$93.00		CITY GEAR #20 813 RIDGE LAKE BLVD STE 400 MEMPHIS TN 38120
LIC-03-20-018190	\$20.00		TEKLINKS, INC. 1018 HIGHLAND COLONY PARKWAY W STE 330 RIDGELAND MS 39157
LIC-03-20-018191	\$30.00		CANDLEWOOD SUITES 9 GATEWAY DRIVE DR HATTIESBURG MS 39402-
LIC-03-20-018192	\$30.00		BASKIN-ROBBINS 3720 HARDY STREET STE 16 HATTIESBURG MS 39402-
LIC-03-20-018193	\$20.00		TIGER ROCK MARTIAL ARTS 28 MARKET COURT 40 HATTIESBURG MS 394020000
LIC-03-20-018194	\$20.00		HERSKOVITS, PLLC 124 W WALNUT ST STE 6 HATTIESBURG MS 39401

LIC-03-20-018195	\$20.00		CARTER LAW OFFICE 404 HEMPHILL STREET HATTIESBURG MS 39401
LIC-03-20-018196	\$40.00		BEAUTY & COMPANY 1531 DESOTO AV CLARKSDALE MS 38614
LIC-03-20-018197	\$20.00		NANNIE MAC'S SNOWBALLS LLC 3803 W 4TH ST HATTIESBURG MS 39401
LIC-03-20-018198	\$30.00		SPECIALTEE TRANSPORTATION 5296 OLD HWY 11 STE 3 HATTIESBURG MS 39402
LIC-03-20-018199	\$30.00		MONTAGUE, PITTMAN & VARNADO,P .A. 525 MAIN STREET HATTIESBURG MS 39401
LIC-03-20-018200	\$30.00		TED HARDEN OD, PLLC 110 LONGWOOD TER HATTIESBURG MS 39402
LIC-03-20-018201	\$30.00		ROSELAND PARK CEMETARY & BEVERLY MEMORIAL COMPANY 1202 W 7TH STREET HATTIESBURG MS 39401
LIC-03-20-018202	\$20.00	\$2.40	PROVISION LIVING AT HATTIESBURG 217 METHODIST BLVD HATTIESBURG MS 39401
LIC-03-20-018203	\$20.00		WILL'S GUN AND AMMO 39A KING RD HATTIESBURG MS 39401
LIC-03-20-018204	\$100.00		WILL'S GUN AND AMMO 39A KING RD HATTIESBURG MS 39402
LIC-03-20-018205	\$20.00		LAMAR PROPERTY & REALTY, INC 130 SHELBY SPEIGHTS DRIVE PURVIS MS 39475-
LIC-03-20-018206	\$20.00		ART'S ARMORY 5266 OLD HWY 11 50 HATTIESBURG MS 39402
LIC-03-20-018207	\$80.00		J P M OF MISSISSIPPI, INC. 116 WL RUNNELS INDUSTRIAL DRIVE HATTIESBURG MS 39401
LIC-03-20-018209	\$20.00	\$3.00	CLINT'S A/C & HEATING PO BOX 757 NEW HEBRON MS 39474-
LIC-03-20-018210	\$30.00	\$4.20	GARNER DENTAL, PLLC 949 BROADWAY DRIVE HATTIESBURG MS 39402-
LIC-03-20-018211	\$20.00	\$2.20	LAW FITNESS (PRIVATE TRAINING STUDIO) 6981 LINCOLN RD STE 20 HATTIESBURG MS 39401
LIC-03-20-018212	\$20.00		GEORGE MOORE PLUMBING 30 COURTNEY RD PETAL MS 39465-
LIC-03-20-018213	\$20.00		AZTEC MOTORS 1502 N MAIN STREET HATTIESBURG MS 39401-
LIC-03-20-018215	\$20.00		EASTSIDE BARBER SHOP 204 EASTSIDE AVENUE HATTIESBURG MS 394010000

LIC-03-20-018218	\$10.00		GLORY BOUND GYRO COMPANY 6174 HIGHWAY 49 S ATTN: CHRIS MCDONALD HATTIESBURG MS 39401-
LIC-03-20-018219	\$15.00	\$7.50	GLORY BOUND GYRO COMPANY 6174 HIGHWAY 49 S HATTIESBURG MS 39401-
LIC-03-20-018220	\$20.00		ABUNDANT LIFE SALON, LLC 1513 HARDY ST STE B HATTIESBURG MS 39401
LIC-03-20-018221	\$30.00		TOWN & COUNTRY ANIMAL HOSPITAL, LLC 12 GRAVEL PIT ROAD HATTIESBURG MS 39402-
LIC-03-20-018222	\$20.00		WISE CARTER CHILD & CARAWAY 601 ADELINE STREET HATTIESBURG MS 39401
LIC-03-20-018223	\$20.00		AAA HOMES OF MS, LLC PO BOX 307 HATTIESBURG MS 39403
LIC-03-20-018224	\$30.00		ROBERTS & ASSOCIATES P.O. BOX 1953 HATTIESBURG MS 39403
LIC-03-20-018225	\$20.00		TWICE THE ICE 5334 US HWY 49 HATTIESBURG MS 39401
LIC-03-20-018226	\$45.00		REDBOX AUTOMATED RETAIL, LLC 3720 HARDY (OUTSIDE CORNER MARKET) ST HATTIESBURG MS 39402
LIC-03-20-018231	\$20.00	\$2.20	BLACKWELL PLUMBING 233 S MILL CREEK LOOP AVENUE SUMRALL MS 39482
LIC-03-20-018233	\$20.00	\$2.40	SOLID GROUND COUNSELING & RECOVERY CENTERS 126 WESTOVER DR HATTIESBURG MS 39402
LIC-03-20-018234	\$75.00		HALCYON HOSPICE - HATTIESBURG 1 LINCOLN PARKWAY STE 303 HATTIESBURG MS 394023261
LIC-03-20-018235	\$30.00		SOUTH MS NEUROSURGICAL SERVICES 1212 S 28TH AV HATTIESBURG MP 39401
LIC-03-20-018236	\$30.00		JOHN'S CAR CARE 1209 HARDY ST HATTIESBURG MS 39401
LIC-03-20-018237	\$10.00		JOHN'S CAR CARE 1209 HARDY ST HATTIESBURG MS 39401
LIC-03-20-018240	\$20.00		MUAH BOUTIQUE LLC 9 GRACE CT HATTIESBURG MS 39401
LIC-03-20-018241	\$45.00		SA RECYCLING, LLC 2411 N GLASSELL ST ORANGE CA 92865
LIC-03-20-018243	\$250.00		B & B DISTRIBUTING 1504 COUNTRY CLUB ROAD HATTIESBURG MS 39401-
LIC-03-20-018245	\$20.00		LITTLES CONSTRUCTION 35 LEGGETT RD MOSELLE MS 39459

LIC-03-20-018247	\$20.00		WEST FAMILY REALTY LLC 706 E PINE STREET HATTIESBURG MS 39403-
LIC-03-20-018248	\$340.00		CATHERINES #211 4600 HARDY STREET HATTIESBURG MS 39402
LIC-03-20-018249	\$20.00		VAPORIZED 112 CAMBROOKE HATTIESBURG MS 39402
LIC-03-20-018250	\$30.00		SMITH'S INC. OF DOTHAN PO BOX 1207 DOTHAN AL 36302-
LIC-03-20-018255	\$80.00		JOHNSON CONTROLS INC. 77 ACADEMY DR HATTIESBURG MS 39401
LIC-03-20-018256	\$20.00		MERLE NORMAN HATTIESBURG 163 TURTLE CREEK DR HATTIESBURG MS 39402
LIC-03-20-018257	\$20.00		UNITED FENCE COMPANY 255 MCLEOD STREET HATTIESBURG MS 39401
LIC-03-20-018258	\$20.00		ABBAY SALON & SPA PO BOX 15669 HATTIESBURG MS 39404-
LIC-03-20-018259	\$30.00		SPEEDEE OIL CHANGE 5032 W HWY 98 HATTIESBURG MS 39402
LIC-03-20-018260	\$20.00		H M P DESIGN 100 W PINE ST HATTIESBURG MS 39401
LIC-03-20-018261	\$20.00	\$2.20	SENIOR HELPERS 111 S 40TH AV STE 20 HATTIESBURG MS 39402
LIC-03-20-018262	\$30.00		FIRST BANK P.O. BOX 808 MCCOMB MS 39649
LIC-03-20-018263	\$96.00		KENAN TRANSPORT LLC 4366 MT. PLEASANT ST NW NORTH CANTON OH 44720
LIC-03-20-018264	\$30.00		CITIZENS NATIONAL BANK 5917 U S HWY 49 HATTIESBURG MS 39402
LIC-03-20-018266	\$20.00	\$2.20	THE GENTLEMAN 400 E PINE ST STE A HATTIESBURG MS 39401
LIC-03-20-018268	\$20.00		ADAMO ENTERPRISES/EAST HARDY TIRE 1718 E HARDY STREET HATTIESBURG MS 39401-
LIC-03-20-018269	\$20.00		NEBLETT'S FRAME OUTLETS, INC. 3906 HARDY ST STE 10 HATTIESBURG MS 39401
LIC-03-20-018270	\$30.00		BRISTER-STEPHENS, INC.45 SOLAR COURT MANDEVILLE,LA 70471 45 SOLAR COURT MANDEVILLE LA 70471
LIC-03-20-018271	\$78.00		AMEDISYS HOME HEALTH OF HATTIESBURG 3854 AMERICAN WAY STE A BATON ROUGE LA 708166038

LIC-03-20-018272	\$30.00		DUKES & DUKES LAW OFFICE PO BOX 2055 HATTIESBURG MS 394032055
LIC-03-20-018273	\$20.00	\$4.20	FAMILY CLINIC ON ADELINE 1501 ADELINE ST STE 3 HATTIESBURG MS 39401
LIC-03-20-018274	\$20.00		FAMILY CLINIC ON ADELINE 1501 ADELINE ST STE 3 HATTIESBURG MS 39401
LIC-03-20-018275	\$0.00		RAIN FOREST X-PRESS OF H'BURG 1915 ARCADIA STREET HATTIESBURG MS 39401-
LIC-03-20-018276	\$30.00		RAIN FOREST X-PRESS OF H'BURG 1915 ARCADIA STREET HATTIESBURG MS 39401-
LIC-03-20-018277	\$30.00		OVERLOOK APARTMENTS 720 OLIVE ST 2500 ST. LOUIS MO 631010000
LIC-03-20-018278	\$33.00		RENT-A-CENTER #04366 5501 HEADQUARTERS DR PLANO TX 750240000
LIC-03-20-018279	\$3,390.00	\$372.90	ENTERPRISE RENT A CAR 1080 RIVER OAKS DR B-200 FLOWOOD MS 39232
LIC-03-20-018281	\$30.00		AMERICAN AIR SPECIALIST OF MS PO BOX 162 HATTIESBURG MS 39402
LIC-03-20-018282	\$20.00	\$2.20	BROOKHAVEN BARBER STYLING SCHOOL 1520 ADELINE ST STE H HATTIESBURG MS 39401
LIC-03-20-018283	\$20.00	\$2.40	RUFF AND TUFF LAWN CARE 3000 MESA DRIVE HATTIESBURG MS 39401-
LIC-03-20-018284	\$30.00		INTERFACE SECURITY 124 GRAND DRIVE STE 1070 HATTIESBURG MS 39402-
LIC-03-20-018285	\$45.00		GARNER PROPERTIES LLC 4358 LINCOLN ROAD 10 HATTIESBURG MS 39402-
LIC-03-20-018286	\$51.00		MISSISSIPPI MATERIALS CO. 1920 BYRON STREET HATTIESBURG MS 39401
LIC-03-20-018287	\$20.00		HATTIE'S DRAWERS 2006 ADELINE STREET HATTIESBURG MS 39401-
LIC-03-20-018288	\$30.00		ESSCO HEATING & A/C 415 PROVIDENCE ST HATTIESBURG MS 39401
LIC-03-20-018291	\$20.00		DREAM HOUSE LLC 1520 ADELINE ST HATTIESBURG MS 39401
LIC-03-20-018292	\$20.00	\$3.20	TRIANGLE SEAFOOD & PO-BOYS 420 HARDY STREET HATTIESBURG MS 39401-
LIC-03-20-018293	\$15.00	\$7.50	TRIANGLE SEAFOOD & PO-BOYS 420 HARDY STREET HATTIESBURG MS 39401-

LIC-03-20-018295	\$20.00		CANTEBURY APARTMENT, LLC 1500 ROEBUCK DR MERIDIAN MS 39301
LIC-03-20-018296	\$30.00		WATKINS & EAGER PLLC PO BOX 16567 HATTIESBURG MS 39404
LIC-03-20-018297	\$30.00		CRAFT AUTO SALES 911 E HARDY STREET HATTIESBURG MS. 394010000
LIC-03-20-018298	\$20.00		SPEEDY PRINTING/SIGN 1002 HARDY STREET HATTIESBURG MS 39401
LIC-03-20-018299	\$30.00		BURNS COOLEY DENNIS, INC. 1402 CORINNE STREET HATTIESBURG MS 39401
LIC-03-20-018300	\$20.00	\$2.20	AFTER SCHOOL ACADEMICS & ARTS PROGRAM 106 N 38TH AVENUE HATTIESBURG MS 39401-
LIC-03-20-018303	\$30.00	\$4.80	PAPITOS GRILL 6313 US HWY 49 HATTIESBURG MS 39401
LIC-03-20-018306	\$15.00	\$7.50	PAPITOS GRILL 6313 US HWY 49 HATTIESBURG MS 39401
LIC-03-20-018307	\$20.00		DENNIS PIERCE, INC. 23 LIBERTY PLACE HATTIESBURG MS 39402
LIC-03-20-018309	\$30.00	\$5.70	NIFTY NAILS 163 TURTLE CREEK DRIVE 50 HATTIESBURG MS 39402
LIC-03-20-018310	\$20.00	\$3.80	NIFTY ALTERATIONS 163 TURTLE CREEK DRIVE 50 HATTIESBURG MS 39402
LIC-03-20-018311	\$66.00		HATTIESBURG CLINIC P.A.-SLEEP CENTER MED 415 S 28TH AVENUE HATTIESBURG MS 394010000
LIC-03-20-018313	\$30.00	\$4.80	PIER 98 LLC 5295 OLD HWY 11 STE 7 HATTIESBURG MS 39402
LIC-03-20-018314	\$15.00	\$7.50	PIER 98 LLC 5295 OLD HWY 11 7 HATTIESBURG MS 39402
LIC-03-20-018315	\$20.00	\$2.20	SPE AUTO SALES, LLC 5452 OLD HWY 42 HATTIESBURG MS 39401
LIC-03-20-018317	\$33.00		HOT TOPIC #657 18305 E SAN JOSE AVENUE CITY OF INDUSTRY CA 917480000
LIC-03-20-018318	\$440.00		AGRI-AFC 203 WISTERIA DRIVE HATTIESBURG MS 39401-
LIC-03-20-018319	\$60.00		KRYSTAL COMPANY - HTB001 1455 LINCOLN PARKWAY STE 600 DUNWOODY GA 30346-
LIC-03-20-018321	\$20.00	\$3.20	SUPERMARKET LATINO LLC 806 JAMES ST HATTIESBURG MS 39401

LIC-03-20-018322	\$15.00	\$7.50	SUPERMARKET LATINO LLC 806 JAMES ST HATTIESBURG MS 39401
LIC-03-20-018324	\$20.00	\$2.40	HWY 42 BYPASS 11 DETAIL & TIRE CENTER 5591 HWY 42 HATTIESBURG MS 39401-
LIC-03-20-018325	\$30.00	\$3.30	SOUTHERN OIL COMPANY INC 6933 HIGHWAY 49 HATTIESBURG MS 39402-
LIC-03-20-018326	\$75.00		STAR SERVICE INC OF JACKSON 328 E HON RD JACKSON MS 39212
LIC-03-20-018327	\$30.00		PERFORMANCE CONTRACTING, INC. 1877 VANDERHORN ST MEMPHIS TN 66219
LIC-03-20-018328	\$20.00		LIL' CAR WASH, INC PO BOX 1509 PURVIS MS 39475-
LIC-03-20-018329	\$20.00	\$2.60	JACKSON HEWITT TAX SERVICE 700 BROADWAY DR HATTIESBURG MS 39401
LIC-03-20-018330	\$30.00		WINDSOR VILLAGE APARTMENTS, LP 49 CYPRESS LAKE TRAIL PETAL MS 39465
LIC-03-20-018331	\$30.00		BONITA BROW BAR 1000 TURTLE CREEK DRIVE 5 HATTIESBURG MS
LIC-03-20-018332	\$20.00	\$3.80	FARMER'S LEASING 1524 ADELINE STREET STE B HATTIESBURG MS 39401-
LIC-03-20-018333	\$30.00		GOODMAN NETWORKS INCORPORATED 2801 NETWORK BLVD STE 300 FRISCO TX 75034
LIC-03-20-018335	\$20.00		HATTIESBURG CAR TITLE LOAN CO. INC. 1910 HARDY STREET B HATTIESBURG MS 39403
LIC-03-20-018336	\$20.00		BLUSH SALON 127 BUSCHMAN ST STE 20 HATTIESBURG MS 39401
LIC-03-20-018337	\$20.00		HATTIESBURG PAYDAY LOAN CO INC . 1910 HARDY STREET STE 20B HATTIESBURG MS 39401-
LIC-03-20-018338	\$20.00		HERBALIFE 712 JAMES ST HATTIESBURG MS 39401
LIC-03-20-018339	\$20.00		NORTH HILLS PLACE APARTMENTS 200 CAHAL STREET HATTIESBURG MS 39403
LIC-03-20-018340	\$20.00		MONDEGREEN GAMES LLC 2903 WILLIAMSBURG ROAD HATTIESBURG MS 39402-
LIC-03-20-018341	\$80.00		BIO SOIL ENHANCERS INC 1161 JAMES STREET HATTIESBURG MS 39401-
LIC-03-20-018343	\$0.00	\$0.00	MISSISSIPPI MUSIC, INC. 100 N 39TH AVENUE HATTIESBURG MS 39401

LIC-03-20-018344	\$20.00		CARRIAGE INN MOTEL 914 BROADWAY DR HATTIESBURG MS 39401-
LIC-03-20-018345	\$10.00		CARRIAGE INN MOTEL 914 BROADWAY DRIVE HATTIESBURG MS 39401-
LIC-03-20-018346	\$20.00		RED ROOF INN 6508 HWY 49 HATTIESBURG MS 39401
LIC-03-20-018347	\$120.00		ENCOMPASS HEALTH -HOME HEALTH AND HOSPICE PO BOX 380546 BIRMINGHAM AL 35238
LIC-03-20-018348	\$20.00		DIFFERENT DRUMMER PUBLISHING LLC PO BOX 17318 HATTIESBURG MS 39404-7318
LIC-03-20-018349	\$20.00		PIERCE PLUMBING INC. 1518 MAIN ST HATTIESBURG MS
LIC-03-20-018350	\$20.00		PIERCE PLUMBING INC. 1518 N MAIN STREET HATTIESBURG MS 39401-
LIC-03-20-018351	\$30.00		PIERCE PLUMBING INC. 1518 N MAIN STREET HATTIESBURG MS 39401-
LIC-03-20-018352	\$380.00		KAY JEWELERS #677 375 GHENT RD AKRON OH 443330000
LIC-03-20-018355	\$20.00	\$2.20	EDWARDS MOBILE HOME PARK 1006 EDWARDS ST HATTIESBURG MS 39401
LIC-03-20-018356	\$20.00		LAYKEN JAYNE 214 N 39TH AV APT 8 HATTIESBURG MS 39401
LIC-03-20-018357	\$20.00		DELK'S TIRE SALES & SERVICE 906 BOUIE ST HATTIESBURG MS 394010000
LIC-03-20-018358	\$20.00		ENVI BOUTIQUE 560 WEATHERSBY ROAD STE 190 HATTIESBURG MS 39402-
LIC-03-20-018360	\$20.00		THERAPEUTIC SOLUTIONS LLC 6414 HIGHWAY 98 WEST HIGHWAY W STE 40 HATTIESBURG MS 39402
LIC-03-20-018361	\$20.00		TREASURE ISLAND 1000 TURTLE CREEK DRIVE HATTIESBURG MS 39401
LIC-03-20-018362	\$20.00		SUNSET INN 6560 US HWY 49 HATTIESBURG MS 39401
LIC-03-20-018363	\$66.00		SCENIC LANDSCAPES, LLC 938 RICHBURG ROAD HATTIESBURG MS 39402
LIC-03-20-018364	\$30.00		TATUM, VIRGINIA ANGELICO, PLLC, DDS 1623 S 28TH AVENUE HATTIESBURG MS 39402
LIC-03-20-018365	\$20.00		LEGAL VIDEO SOLUTIONS OF MS 103 GREENWOOD PLACE HATTIESBURG MS 39402

LIC-03-20-018366	\$20.00	WILLIAM PEEBLES PO BOX 969 HATTIESBURG MS 394010000
LIC-03-20-018367	\$20.00	ELLEN A. BEVON CPA LLC 610 W PINE STREET HATTIESBURG MS 39401-
LIC-03-20-018371	\$20.00	MESSERSCHMIDT SAFTEY CONSULTANTS, LLC 127 BUSCHMAN ST STE 30 HATTIESBURG MS 39401
LIC-03-20-018372	\$20.00	THERAHS CHILD CARE 216 S 21ST AV HATTIESBURG MS 39401
LIC-03-20-018374	\$30.00	ASKEW HEATING AIR & ELECTRICAL 7 CRICKET LN SEMINARY MS 39479
LIC-03-20-018375	\$30.00	COLONY CONSTRUCTION, LLC. 12 BELLEGRASS BOULEVARD HATTIESBURG MS 39402
LIC-03-20-018376	\$57.00	AIRGAS USA, LLC PO BOX 9219 MARIETTA GA 30065-
LIC-03-20-018377	\$150.00	PARISH TRACTOR COMPANY, LLC 7061 HWY 49 HATTIESBURG MS 39402
LIC-03-20-018378	\$20.00	WILLIAM COUCH ATTORNEY 1501 ADELINE ST HATTIESBURG MS 39401
LIC-03-20-018379	\$30.00	JOHNSON ELECTRIC PO BOX 17917 HATTIESBURG MS 39404
LIC-03-20-018380	\$30.00	JOHNSON ELECTRIC PO BOX 17917 HATTIESBURG MS 39404
LIC-03-20-018381	\$40.00	COVINGTON CASKET COMPANY 2792 EDWARDS ST STE 20 HATTIESBURG MS 39401
LIC-03-20-018382	\$30.00	JOHNSON ELECTRIC 169 NOBLES RD SUMRALL MS 39404
LIC-03-20-018383	\$20.00	HATTIESBURG CLINIC, P.A./PRINT CENTER 415 S 28TH AV HATTIESBURG MS 39401
LIC-03-20-018384	\$20.00	CMS MECHANICAL SERVICE, LLC 1045 S JOHN RODES BLVD MELBOURNE FL 32904-
LIC-03-20-018385	\$20.00	TRAVIS HEATING & A /C 9014 OLD RIVER RD PETAL MS 39465
LIC-03-20-018386	\$20.00	HATTIESBURG BUILDING CONTRACTORS LLC 5290 OLD HIGHWAY 11 HATTIESBURG MS 39401-
LIC-03-20-018387	\$20.00	HATTIESBURG BUILDING CONTRACTORS LLC 5290 OLD HIGHWAY 11 HATTIESBURG MS 39401-
LIC-03-20-018388	\$20.00	HATTIESBURG BUILDING CONTRACTORS LLC 5290 OLD HIGHWAY 11 HATTIESBURG MS 39401-

LIC-03-20-018389	\$20.00	MASSENGALE'S LAWN SERVICE 620 SOUTH 19TH AV HATTIESBURG MS 39401-
LIC-03-20-018390	\$20.00	NICE GUYS AUTO LLC 19 MEDINAH DR HATTIESBURG MS 39402
LIC-03-20-018391	\$20.00	QUEEN LAUNDRY 1231.5 N MAIN ST HATTIESBURG MS
LIC-03-20-018394	\$20.00	TAYLORS GARAGE & USED CARS, LLC 41 KING RD HATTIESBURG MS 39402
LIC-03-20-018395	\$25.00	MATTRESS DIRECT OF NEW ORLEANS 6101 HIGHWAY 98 STE 50 HATTIESBURG MS 39403
LIC-03-20-018396	\$30.00	MID SOUTH HOME CARE, LLC 49 RED AUTUMN LN NE BROOKHAVEN MS 39601
LIC-03-20-018397	\$20.00	MEADOR HOMESTEAD B & B 117 LONGWOOD TERRACE HATTIESBURG MS 39402-
LIC-03-20-018399	\$20.00	ONE STOP TIRE SHOP 1813 EDWARDS STREET STE 10 HATTIESBURG MS 39401-
LIC-03-20-018400	\$20.00	AFRICAN HAIR BRAIDING PARADISE 2304 W 7TH ST APT. 703 HATTIESBURG MS 39401

169	\$9,558.00	\$484.20
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Total Collection for March

New Licenses	\$887.25
Renewed Licenses	\$9,558.00
Penalties	\$484.20
Grand Total	\$10,929.45

PRIVILEGE LICENSE MONTHLY REPORT

04/01/2020 TO 04/30/2020

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-02-20-018184	\$45.00		POWER YOGA & MOVEMENT LLC PO BOX 329 POPLARVILLE MS 39470
LIC-03-20-018214	\$25.00		IGLESIA MISIONERA PENTECOSTES CENTRAL PAN DE VIDS, INC 701 BOUIE ST HATTIESBURG MS 39401
LIC-03-20-018308	\$45.00		HATTIESBURG COMPUTER DOCTOR LLC 3703 MABLE ST HATTIESBURG MS 39401
LIC-03-20-018320	\$45.00		SHOPPING WITH COE 821 EDWARDS ST HATTIESBURG MS 39401
LIC-04-20-018456	\$20.00		LOANMASTER 1301 HARDY ST HATTIESBURG MS 39401
LIC-04-20-018457	\$20.00		LOANMASTER 6051 HWY 49 STE 2 HATTIESBURG MS 39401
LIC-04-20-018462			SHELTER INSURANCE 6371 HWY 98 STE 20 HATTIESBURG MS 39402
LIC-04-20-018482	\$20.00		OLD TO NEW CREATIONS 314 S 34TH AV HATTIESBURG MS 39402
LIC-04-20-018501	\$20.00		LOW BUDGET RECORDING SERVICE 1847 LAKEVIEW DR HATTIESBURG MS 39401
LIC-11-19-017490	\$55.00		PT SOLUTIONS PHYSICAL THERAPY 6059 HWY 98 STE 49-50 HATTIESBURG MS 39402
10	\$295.00		

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-04-20-018401	\$40.00		FASTENAL COMPANY 1517 N MAIN STREET HATTIESBURG MS 39401
LIC-04-20-018402	\$150.00		REGIONS BANK 5214 LINCOLN RD EXT HATTIESBURG MS 39402
LIC-04-20-018403	\$30.00		PIERCON, INC. 23 LIBERTY PLACE HATTIESBURG MS 39402
LIC-04-20-018404	\$30.00		SUBWAY @HATTIESBURG CLINIC 77 BIENVILLE TRC HATTIESBURG MS 39402

LIC-04-20-018405	\$20.00		WALNUT SQUARE PHARMACY 124 WALNUT STREET 3 HATTIESBURG MS 39401
LIC-04-20-018406	\$80.00		WESTERN CONTAINER 110 WL RUNNELS INDUSTRIAL DRIVE HATTIESBURG MS 39401
LIC-04-20-018407	\$30.00	\$3.30	KLEAN KUT, LLC 35 KING RD HATTIESBURG MS 39401
LIC-04-20-018408	\$20.00		3R CONSTRUCTION SERVICES, LLC. 703 NEW HOPE RD ELLISVILLE MS 39437
LIC-04-20-018409	\$20.00		KELLY SERVICES, INC 123 S 27TH AVENUE STE C 11 HATTIESBURG MS 39402
LIC-04-20-018410	\$33.00		TEXTBOOK BROKERS OF MISSISSIPPI INC 120 S HEMLOCK AV HATTIESBURG MS 39402
LIC-04-20-018411	\$20.00		PHILLIPS MONUMENT, LLC 1910 DAUPHIN ISLAND PARKWAY MOBILE AL 36605
LIC-04-20-018412	\$20.00		ACTIVE RECOVERY, LLC 500 MAMIE ST HATTIESBURG MS 39401
LIC-04-20-018413	\$20.00		NAILS FOR U #2 2307 HARDY STREET STE. 20 HATTIESBURG MS 39402-
LIC-04-20-018415	\$20.00		PINEBELT HEATING & AIR CONDITIONING 692 BONHOMIE ROAD HATTIESBURG MS 39401-
LIC-04-20-018416	\$30.00		PINE BELT DERMATOLOGY 5003 HARDY ST HATTIESBURG MS 39402
LIC-04-20-018417	\$300.00		HATTIESBURG CYCLES, INC. YAMAHA/KAWASAKI/SUZUKI 6412 HIGHWAY 49 N HATTIESBURG MS 39401-
LIC-04-20-018418	\$20.00		TAMMY'S HOUSE OF BEAUTY 515 KATIE AV HATTIESBURG MS
LIC-04-20-018419	\$20.00		TAMMY'S HOUSE OF BEAUTY PHASE II 600 KATIE AV HATTIESBURG MS
LIC-04-20-018420	\$36.00		SUNNYBROOK DENTISTRY 3720 HARDY ST STE 23 HATTIESBURG MS 39402
LIC-04-20-018421	\$150.00		FERGUSON ENTERPRISES INC. 5115 HIGHWAY 42 HATTIESBURG MS 39401
LIC-04-20-018422	\$25.00		SOLAR SUPPLY INC. 401 PROVIDENCE STREET HATTIESBURG MS 39401
LIC-04-20-018423	\$20.00		STEWART CONSTRUCTION CO., INC 3007 CITIZENS PARKWAY SELMA AL 36701-
LIC-04-20-018424	\$440.00		ZALE JEWELRY #1776 1000 TURTLE CREEK DRIVE 340 HATTIESBURG MS 39402

LIC-04-20-018425	\$20.00	EDWARD JONES 5215 OLD HWY 11 STE 70 HATTIESBURG MS 39401
LIC-04-20-018426	\$20.00	THE SNO-HOUSE 1069 RICHBURG ROAD HATTIESBURG MS 39402-
LIC-04-20-018427	\$20.00	GREENHOUSE YOGA 208 S 25TH AVENUE HATTIESBURG MS 39401-
LIC-04-20-018428	\$30.00	ACTION MARINE & POWER CENTER 6453 HIGHWAY 49 HATTIESBURG MS 39402
LIC-04-20-018429	\$20.00	EAGLE SERVICE CORPORATION PO BOX 2077 HATTIESBURG MS 394030000
LIC-04-20-018430	\$20.00	RJ MARTIN NATIONAL CONTRACTING 225 SEVEN FARMS DR 203 DANIEL ISLAND SC 29482
LIC-04-20-018432	\$30.00	WHISPERING PINES ILF 300 WHISPERING PINES BLVD HATTIESBURG MS 39401-
LIC-04-20-018433	\$60.00	WARD'S 717 BARTUR STREET HATTIESBURG MS 394018324
LIC-04-20-018434	\$20.00	SAFEGUARD ELECTRIC & SECURITY SYSTEM 42 SHANE DRIVE MOSELLE MS 39459-
LIC-04-20-018435	\$20.00	K & D SALES, LLC 107 HILLENDALE DRIVE HATTIESBURG MS 39402
LIC-04-20-018436	\$20.00	STEVE FLOYD PROPERTIES INC. 5912 HIGHWAY 49 HATTIESBURG MS 394010000
LIC-04-20-018437	\$20.00	ARDOR 515 E PINE STREET HATTIESBURG MS 39401-
LIC-04-20-018438	\$30.00	GREAT LENGTHS HAIR SALON 28 MARKET COURT 110 HATTIESBURG MS 39402-0000
LIC-04-20-018440	\$20.00	SHOEMAKE, LEE EMC 26 CANEBRAKE BOULEVARD HATTIESBURG MS 39402
LIC-04-20-018441	\$20.00	SHOEMAKE, CHARLES 26 CANEBRAKE BOULEVARD HATTIESBURG MS
LIC-04-20-018442	\$150.00	ADVANCE AUTO PARTS # 5604 PO BOX 2710 ATTN: LEASE & PROPERTY TAX ROANOKE VA 240012710
LIC-04-20-018443	\$30.00	BEACON SALES ACQUISITION 505 HUNTMAR PARK DR STE 300 HERNDON VA 20170
LIC-04-20-018444	\$25.00	MATTRESS EXPRESS BY WOODSTOCK FURN 6175 HWY 98 STE 10 HATTIESBURG MS 39403
LIC-04-20-018447	\$20.00	JOHNNY DUPREE CONSULTING, LLC 1028 N MAIN ST HATTIESBURG MS 39401

LIC-04-20-018448	\$30.00		HOVER GRAVEL INC 46 ARCHIE HOVER ROAD HATTIESBURG MS 39402
LIC-04-20-018449	\$30.00		OFFICE MANAGEMENT SYSTEMS INC 16 OFFICE PARK DR STE 12 HATTIESBURG MS 39402
LIC-04-20-018451	\$20.00		FORREST GENERAL GIFT SHOP 6051 HIGHWAY 49 HATTIESBURG MS 39402-
LIC-04-20-018452	\$200.00		T J MAXX #597 5024 HARDY STREET HATTIESBURG MS 39401
LIC-04-20-018453	\$30.00		SUN SOLAR LLC 21198 E. VIA DE ARBOLES QUEEN CREEK AR 85142
LIC-04-20-018454	\$45.00	\$3.60	TAYLOR TOWING 5582 HWY 42 HATTIESBURG MS 39401-
LIC-04-20-018455	\$45.00		ART'S TOWING 5582 HWY 42 BYPASS HATTIESBURG MS 39401-
LIC-04-20-018458	\$20.00		MILDRED MADDOX REAL ESTATE 3018 W 7TH STREET HATTIESBURG MS 39401-
LIC-04-20-018459	\$30.00		URGENT CARE DENTAL CENTER PO BOX 15068 HATTIESBURG MS 39404-
LIC-04-20-018464	\$20.00	\$2.40	M & M MAIDS SERVICE 1609 W 7TH STREET HATTIESBURG MS 39401-
LIC-04-20-018465	\$25.00		A TO Z MOBILE HOME SERVICE 7408 HIGHWAY 49 N HATTIESBURG MS 39401-
LIC-04-20-018466	\$300.00		ECONOMY SUPPLY CO. INC. PO BOX 1128 HATTIESBURG MS 394031128
LIC-04-20-018467	\$20.00		DUKES, DUKES, KEATING & FANCA, P. A. PO BOX W GULFPORT MS 39502-
LIC-04-20-018468	\$20.00		THE CUT BY HAIR CREATIONS 1601 ADELINE STREET HATTIESBURG MS 39401-
LIC-04-20-018469	\$20.00		TRACTORS UNLIMITED LLC 1507 MAIN STREET HATTIESBURG MS 394010000
LIC-04-20-018470	\$20.00		WESLEY BEHAVIORAL HEALTH 239 METHODIST BOULEVARD HATTIESBURG MS 39402
LIC-04-20-018471	\$93.00		SHERWIN WILLIAMS COMPANY # 7455 P O BOX 6027 CLEVELAND OH 441016027
LIC-04-20-018472	\$42.00		PALM BEACH TAN 6117 HIGHWAY 98 STE 50 HATTIESBURG MS 39402
LIC-04-20-018473	\$40.00		N & H ELECTRONICS 1100 HARDY STREET HATTIESBURG MS 39401

LIC-04-20-018474	\$30.00		BON VIE HOMEBUILDERS, LLC 5317 OLD HWY 11 STE 12 HATTIESBURG MS 39402-
LIC-04-20-018477	\$20.00		EDWARDS STREET PACKAGE 178 N EASTABUCHIE RD MOSELLE MS 39459
LIC-04-20-018478	\$30.00		MCALISTER'S DELI OF HATTIESBURG 2300 HARDY ST HATTIESBURG MS 39401
LIC-04-20-018480	\$20.00		CONNIE'S DAY CARE 321 S 23RD AVENUE HATTIESBURG MS 394010000
LIC-04-20-018483	\$25.00		CHICO'S #1216 6156 HWY 98 W HATTIESBURG MS 39403
LIC-04-20-018484	\$30.00		JACKSON , TULLOS & ROGERS, PLLC 309 S 40TH AVENUE HATTIESBURG MS 39402
LIC-04-20-018485	\$20.00		WILDFLOWER WELLNESS LLC 427 WEATHERSBY RD HATTIESBURG MS 39402
LIC-04-20-018486	\$20.00		THE ROYAL LOOK 110 BARNES CIR HATTIESBURG MS 39401
LIC-04-20-018488	\$20.00	\$3.40	THE PORTER 201 W PINE ST HATTIESBURG MS 39401
LIC-04-20-018489	\$15.00	\$7.50	THE PORTER 201 W PINE ST HATTIESBURG MS 39401
LIC-04-20-018490	\$20.00		BUNDLE OF SURPRISES 328 VENETIAN WAY HATTIESBURG MS 39401
LIC-04-20-018491	\$20.00		FUNKY SHOES HATTIESBURG 6333 HWY 49 STE 50 HATTIESBURG MS 39401-
LIC-04-20-018492	\$150.00		PETRO AUTOMOTIVE GROUP, INC. 6248 HIGHWAY 98 W HATTIESBURG MS 39402-
LIC-04-20-018493	\$135.00		HATTIESBURG CLINIC, PA /THE PEDIATRIC CLINIC 101 MEDICAL PARK HATTIESBURG MS 39401
LIC-04-20-018494	\$20.00		GAIL MCINNIS PRODUCTIONS 115 LAKES ESTATES DRIVE HATTIESBURG MS 39402
LIC-04-20-018495	\$87.00		COLDWELL BANKER, DON NACE, INC. 6184 HIGHWAY 98 W 100 HATTIESBURG MS 39402-
LIC-04-20-018496	\$20.00		DANCE FANTASY 28 MARKET CT STE- 160 HATTIESBURG MS 39402
LIC-04-20-018497	\$36.00	\$3.96	ADVANCED COLLISON OF HATTIESBURG 3100 25TH AV GULFPORT MS 395010000
LIC-04-20-018498	\$20.00	\$2.80	AFFORDABLE CLIMATE CONTROLLED STORAGE 5249 OLD HWY 11 HATTIESBURG MS 39401-

LIC-04-20-018499	\$20.00	\$2.40	MICKEY'S BARBER SHOP 2019 HARDY STREET HATTIESBURG MS 39401-
LIC-04-20-018500	\$20.00		ATLANT PROPERTY PREP SERVICE 103 S 14TH AV HATTIESBURG MS 39401
LIC-04-20-018503	\$20.00	\$2.80	HANDS FO4 HIRE 927 LUTHER ST HATTIESBURG MS 39401
LIC-04-20-018504	\$20.00		PEROXIDE 1910 HARDY STREET A HATTIESBURG MS 39401
LIC-04-20-018505	\$20.00		DR. JOHN HALL DMD 1904 HARDY ST HATTIESBURG MS 39401
LIC-04-20-018506	\$20.00		MAGNOLIA PERSONAL HOMECARE SERVICES 6086 HWY 98 W STE 3 HATTIESBURG MS 39402
LIC-04-20-018507	\$30.00		WRIGHT & WRIGHT CPA'S, PLLC PO BOX 16433 HATTIESBURG MS 394020000
LIC-04-20-018508	\$20.00		TURTLE CREEK LAUNDRY, LLC 96 BROOME LANE BASSFIELD MS 39421-
LIC-04-20-018509	\$20.00		OAK GROVE POSTAL SERVICES 5297 OLD HWY 11 STE 8 HATTIESBURG MS 39402-0000
LIC-04-20-018510	\$20.00		JERRY W. CARTER SERVICE CO. P.O. BOX 178 SUMRALL MS 39482
LIC-04-20-018511	\$20.00		JORDAN-LOVE LUXURY EXPERIENCE 1609 W 7TH ST HATTIESBURG MS 39401
LIC-04-20-018512	\$20.00		SOUTH MS OFFICE FURNITURE 6403 HWY 49 NORTH HATTIESBURG MS 39401-
LIC-04-20-018513	\$20.00		FIRST NATIONAL CARS & TRUCKS INC. 1503 BROADWAY DRIVE HATTIESBURG MS 39401
LIC-04-20-018514	\$60.00		WILL'S WAY, LLC 32 MILBRANCH RD STE 40 HATTIESBURG MS 39402
LIC-04-20-018515	\$30.00		J M H GRAPHICS 223 S 40TH AV HATTIESBURG MS 39402-
LIC-04-20-018516	\$30.00		NORTHGATE INN 6757 HIGHWAY 49 HATTIESBURG MS 39401
LIC-04-20-018517	\$30.00		STAR MOTEL 6528 HWY 49 N HATTIESBURG MS 39401
LIC-04-20-018518	\$20.00		HILL MOTORS #2 1001 E HARDY STREET HATTIESBURG MS 39401
LIC-04-20-018519	\$20.00		HERNANDEZ TIRE SHOP 902 HARDY STREET HATTIESBURG MS 39401-

LIC-04-20-018520	\$20.00	HERNANDEZ TIRE SHOP # 2 1523 BROADWAY DRIVE HATTIESBURG MS 39402
LIC-04-20-018521	\$20.00	SOUTH ALABAMA ELECTRIC CO P O BOX 6129 MOBILE AL 366600000
LIC-04-20-018522	\$20.00	DA PERFECT BASKETS 906 W 5TH ST HATTIESBURG MS 39401
LIC-04-20-018523	\$30.00	HATTIESBURG TREE SERVICE 2476 OLD RICHTON RD PETAL MS 39465
LIC-04-20-018524	\$20.00	PEOPLE READY, INC PO BOX 2910 TACOMA WA 98401
LIC-04-20-018525	\$20.00	QUALITY FLOORING PO BOX 744 COLUMBIA MS 39429-
LIC-04-20-018526	\$20.00	COMMUNITY CONNECTIONS INC PO BOX 18612 HATTIESBURG MS 39404-8612
LIC-04-20-018527	\$30.00	SUBWAY 6762 HIGHWAY 49 N HATTIESBURG MS 39402
LIC-04-20-018528	\$20.00	SERVICE-ALL REPAIR 10 PIEDMONT RD PETAL MS 39465
-----	-----	-----
108	\$4,617.00	\$32.16

Total Collection for April

New Licenses	\$295.00
Renewed Licenses	\$4,617.00
Penalties	\$32.16
Grand Total	\$4,944.16



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc: Cecilia Jones
Date: Tuesday, June 16, 2020
Re: Acknowledge Proof of Publications for the month of May 2020.
File Number: 2020-369
Minute Book #

Summary

Acknowledge Proof of Publications for the month of May 2020.

Recommendation Statement

Acknowledge acceptance of Proof of Publications for the month of May 2020.

Please place this on the June 16, 2020 City Council meeting for consideration.

Hattiesburg Publishing, Inc.

P.O. Box 1110 • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 243 Published 2 times

Date 1st Published: Apr 23 Amt: 29.16

Date 2nd Published: Apr 30 Amt: 24.30

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 53.46

Proof of Publication Fee: 3.00

TOTAL: 56.46

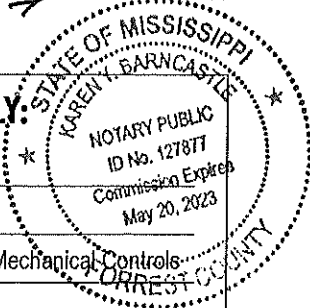
(signed) Meghan McNeal
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 30th
day of April, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Karen Barncastle

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Bids Mechanical Controls
- ☐ Invoice #: 96044
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



ADVERTISEMENT FOR BIDS

Sealed bids will be received by the City of Hattiesburg at the Hattiesburg City Council Chamber located at 200 Forrest Street, Hattiesburg, MS, 39401 until 10 a.m. local time on May 28, 2020, at which time all proposals will be opened and read aloud for:

Mechanical Controls for
Public Safety Complex
701 James Street
Hattiesburg, Mississippi 39401

Bid documents may be obtained from www.hattiesburgsbids.com. Electronic bids may be submitted at www.hattiesburgsbids.com. For any questions regarding the electronic bidding process, please call Plan House at 662-407-0193. Bid preparation shall be in accordance with Instructions to Bidders bound in the Project Manual. 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 with the legend, "Mechanical Controls".

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 or irregularities therein.

CITY OF HATTIESBURG, MISSISSIPPI

BY: /s/Kermas Eaton
TITLE: Kermas Eaton, City Clerk

Published Apr 23, 30, 2020

Hattiesburg Publishing, Inc.

P.O. Box 1110 • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 683 Published 2 times

Date 1st Published: Apr 23 Amt: 81.96

Date 2nd Published: Apr 30 Amt: 68.30

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 150.26

Proof of Publication Fee: 3.00

TOTAL: 153.26

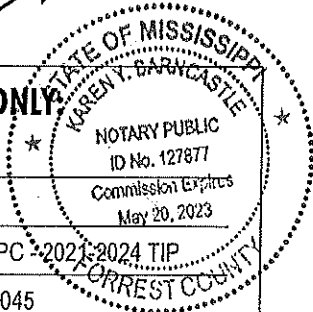
(signed) Megan McNeal
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 30th
day of April, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Kenny Bar

FOR OFFICE USE ONLY

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - NPC -2021-2024 TIP
- ☐ Invoice #: 96045
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE FOR PUBLIC COMMENT

Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization

FY 2019-2022 TRANSPORTATION IMPROVEMENT PLAN (TIP)

Notice is hereby given that the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) is in the planning stages for establishing the 2021-2024 Transportation Improvement Program (TIP), and related documents

and applications will be available for public review and comment. The TIP defines Federal aid projects for the HPFL-MPO area.

Notice is further given that the HPFL-MPO will hold a Special Called Technical Committee meeting on May 11, 2020 at 10:00 a.m. and a Special Called Policy Committee meeting on May 15, 2020 at 10:00 a.m. Details of the meetings follow.

The HPFL-MPO initiated a call for project applications on March 1, 2020 for proposed new projects or amendments to projects already on the 2019-2022 TIP. Applications were received from the member jurisdictions and will be considered first by the HPFL-MPO Technical Committee at the Special Called May 11, 2020 meeting and finally, by the HPFL-MPO Policy Committee at its Special Called May 15, 2020 meeting. Both meetings are scheduled for 10:00 a.m. at the Intermodal Facility (Historic Train Depot), Community Room, 308 Newman Street, Hattiesburg, MS. Both meetings include an opportunity for public comment in person. In light of public health concerns, new meeting parameters have been established. Visitors and members alike are encouraged to participate electronically. No more than 10 individuals will be allowed entrance into the meeting. Social distancing guidelines will be imposed. Individuals interested in attending the meeting are encouraged to do so electronically if at all possible. Please contact 601-545-4675 or mpo@hattiesburgms.com prior to the meeting date for instructions on accessing the meeting either by phone or by internet. Following are general details on all applications received.

This notice serves to notify the public that the HPFL-MPO Committees will consider all projects on the existing 2019-2022 TIP, and the following applications. Project Edit Application:

TIP Project #122 - City of Hattiesburg, Street Improvement, widening on Lincoln Rd between Hwy 11 and 28th Ave in FY 2024 (\$3,780,000 in additional federal funds)

TIP Project #502 - Forrest County, New Shared Use Path along Classic Dr. from Hwy 49 to Pine Tree Dr. in FY 2022 (\$188,088 in additional federal funds)

Former TIP Project #505 - Forrest County, Pedestrian Bridge at Country Club Rd crossing US Hwy 49 (\$793,600 in additional federal funds)

Committees may take up edits or deletions to any other existing TIP project as they consider these applications.

This process is being conducted in accordance with the 2019-2022 Transportation Improvement Plan (TIP), the TIP Handbook, and the MPO's Public Participation Plan (PPP).

This notice is intended to provide the public with the opportunity to comment on the proposed projects through May 14, 2020. The HPFL-MPO Policy Committee is expected to vote to approve a draft TIP at its May 15, 2020 Special Called meeting. The draft 2021-2024 TIP will be forwarded to MDOT for inclusion in the draft Statewide TIP, which will afford a 45-day comment period prior to final adoption. Public notice of public involvement activities and time established for public review and comments on the TIP will satisfy the PPP requirements.

The 2019-2022 TIP is available for review at www.hattiesburgms.com/mpo.

Individuals who do not have the use of a computer are encouraged to visit their local public library for access to the Internet. If you prefer, you may call HPFL-MPO at (601) 545-6259 to request a copy of the TIP.

Interested parties, including representatives of the affected public and transportation agencies, private providers of transportation, freight shippers, providers of freight transportation services, and other transportation stakeholders who desire to present their views on the amended TIP and/or submit written comments should contact:

Calvin Russell, MPO Division Manager
308 Newman St.
Hattiesburg, MS 39401
(601) 545-4675

To ensure compliance with the Americans with Disabilities Act (ADA), persons with disabilities that require aids or services to participate can contact the HPFL-MPO office at (601) 545-4675; or e-mail mpo@hattiesburgms.com to make arrangements.

Written comments should be directed to the MPO at the above address and must be received by Thursday, May 14, 2020.

Published Apr 23, 30, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 2403 Published 1 times
Date 1st Published: May 21 Amt: 288.36
Date 2nd Published: _____ Amt: _____
Date 3rd Published: _____ Amt: _____
Date 4th Published: _____ Amt: _____
Date 5th Published: _____ Amt: _____
Subtotal Printer's Fee: 288.36
Proof of Publication Fee: 3.00
TOTAL: 291.36

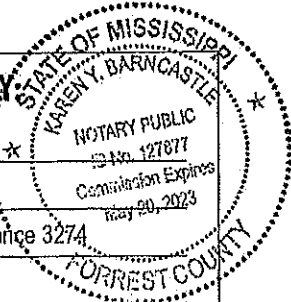
(signed) Karen Y. Barncastle
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 21st
day of June, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Karen Y. Barncastle

FOR OFFICE USE ONLY

- ☐ Em P: _____
☐ App: _____
☐ File Name: CoH - Ordinance 3274
☐ Invoice #: 96187
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____



NOTICE

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 14th day of May, 2020, the following Ordinance:

ORDINANCE NO. 3274

AN ORDINANCE TEMPORARILY AMENDING THE GEOGRAPHIC AREA AND BOUNDARIES OF THE LEISURE AND RECREATION DISTRICTS WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF HATTIESBURG, MISSISSIPPI; AND FOR RELATED PURPOSES BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:

WHEREAS, the City of Hattiesburg, Mississippi, is a duly organized and incorporated municipality pursuant to Section 21-8-1, et seq., of the Mississippi Code of 1972 (as amended); and,

WHEREAS, during the 2016 Legislative Session, the Legislature of the State of Mississippi enacted House Bill 1223, which permits and authorizes certain municipalities in the State of Mississippi to establish Leisure and Recreation Districts and to designate the geographic areas included within and the boundaries of said districts; and,

WHEREAS, the Governor signed House Bill 1223 into law, and the same became effective on and after July 1, 2016; and,

WHEREAS, House Bill 1223 requires that an Ordinance establishing a Leisure and Recreation District shall describe the area or areas within the district and its boundaries in detail, and shall contain a georeferenced map of the district as well as the municipality's plan for providing adequate law enforcement and other public safety measures and services within the district; and,

WHEREAS, municipalities with leisure and recreation districts authorize business entities that hold alcoholic beverage permits issued by the Department of Revenue and that are located within the boundaries of the designated Leisure and Recreation District to allow patrons to leave the licensed premises with an open container of alcohol and to carry and consume alcoholic beverages within said district; and,

WHEREAS, the Coronavirus outbreak and the necessary measures taken by local, state and federal government to curb the spread of the virus have shuttered the dining rooms of all restaurants, crippling all and closing many; and

WHEREAS, the Alcohol Beverage Commission ("ABC") has relaxed its regulations on both package retailer permittees (Liquor Stores) and on-premise retail alcoholic beverage permittees (Restaurants) in order to maintain sustainability in these business sectors during the Coronavirus outbreak, including phone-in transactions, curbside delivery and "doggie bag" unopened bottles of wine at restaurants with the carry out/drive-through/curbside pick-up of a meal; and

WHEREAS, the ABC now allows mixed drink liquor and wine to be sold with carry out/curbside/drive-through pick-up meals in established Leisure and Recreation Districts of this State; and

WHEREAS, the City's restaurants holding an on-premise retail alcoholic beverage permits are located throughout the city; not just in the existing Leisure Districts in Downtown and Midtown; and

WHEREAS, the expansion of the existing leisure and recreation district constitutes an emergency measure and is reasonable and necessary for the sustainability and future viability of the restaurant business sector, and the expansion of same is in the best interest of the public peace, health and safety of the city's citizens; and

WHEREAS, the Mayor and City Council of the City of Hattiesburg have found that the manner of current law enforcement is adequate and sufficient for the areas to be designated as leisure and recreation districts; and the Mayor therefore has agreed to direct that the Hattiesburg Police Department continue to provide adequate and sufficient law enforcement and other public safety measures and services as stated herein in the city's Leisure and Recreation districts; and,

WHEREAS, nothing herein is intended to confer any rights or entitlement, as the sale of alcohol within an area designated as a Leisure and Recreation District is a privilege and not a right and is subject at all times to reasonable regulation; and,

WHEREAS, subject to the terms and limitations of House Bill 1223 (2016 Legislative Session) and this Ordinance, the City of Hattiesburg hereby establishes a temporary Leisure and Recreation District to include not only the Downtown Social District and the Midtown Social District but to also include the entire city limits until such time as the Governor removes the State of Emergency or for the next ninety (90) days whichever is longer, at which time such boundary lines will revert to previous boundary lines as established in Ordinance 3254. Operational guidelines for the temporary district shall also follow emergency orders as issued by local and state authorities. This Ordinance does not allow for any driving with an open container. It is illegal to have an open container inside a vehicle.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Hattiesburg, Mississippi, that this Ordinance shall be named the HATTIESBURG LEISURE AND RECREATION DISTRICTS ORDINANCE and is as follows:

SECTION 1. TITLE: This ordinance shall be known as HATTIESBURG LEISURE AND RECREATION DISTRICTS ORDINANCE.

SECTION 2. CREATION AND ESTABLISHMENT OF DISTRICTS: Under the authority granted in Section 1 of House Bill 1223 (2016 Legislative Session), the City of Hattiesburg does hereby establish Leisure and Recreation District(s) within the City of Hattiesburg, hereafter known as the DISTRICT(s).

a. Downtown Social District (District 1) description is attached as Exhibit 1;

1. A map of the Downtown Social District (District 1) is attached as Exhibit 2;

b. Midtown Social District (District 2) description is attached as Exhibit 3;

1. A map of the Midtown Social District (District 2) is attached as Exhibit 4;

c. Temporary City-Wide Leisure and Recreation District description is attached as Exhibit 5;

1. A map of the Temporary City-Wide Leisure District is attached as Exhibit 6;

d. Additional districts may be created in the future as deemed beneficial by the Mayor and City Council for the City of Hattiesburg.

SECTION 3. AUTHORITY: The areas designated as the DISTRICT(s), pursuant to House Bill 1223, are hereby granted such authority as stated therein. Further, in addition to any other authority granted by law, the holder of a permit issued by the State of Mississippi to sell or otherwise provide alcoholic beverages, beer and/or wine to a patron of the permit holder in the manner authorized in the permit, may allow a patron to remove an open cup or other non-glass container (as stated in section 4 (3) below) of alcoholic beverages, beer and/or wine from the permitted premise located within the DISTRICT as stated above, and the patron remains within the boundaries of the DISTRICT while in possession of and/or while consuming such alcoholic beverages, beer or wine.

SECTION 4. OUTSIDE CONSUMPTION OF ALCOHOLIC BEVERAGES PERMITTED; CONDITIONS. Any on-premise retail alcoholic beverage permittee (hereinafter, "permittee") located within each DISTRICT shall comply with all laws, rules and regulations which govern its license type, except that a patron, guest or member of that licensee may exit the permitted premises during any times said permitted retail establishment is open, with no more than one open container of alcoholic beverage, beer and/or wine, and may possess and continue to consume said alcoholic beverage, beer and/or wine outside of the licensed premises anywhere within the boundaries of the DISTRICT(s), subject to the following regulations:

1. Nothing in this Ordinance permits a

patron to possess or consume an alcoholic beverage, beer or wine that was not purchased from an on-premise retail alcoholic beverage permittee located within each DISTRICT.

2. A person may not enter a licensed premise with an open container or closed container of alcoholic beverage, beer or wine acquired elsewhere.

3. A permittee located in each DISTRICT shall allow alcoholic beverages to be removed from the licensed premises only in a can, paper, plastic, styrofoam, or other non-glass container.

4. No permittee shall allow a patron, guest or member to exit its licensed premises with more than one open container of an alcoholic beverage, and it shall be unlawful for any person to exit such licensed premises with more than one such open container.

5. Permittees located in each DISTRICT may allow alcoholic beverages to be removed from the licensed premises during any times said permitted retail establishment is open, so long as it is consistent with City Ordinance 3148, Sect 3.5, which specifies hours of consumption as: Monday thru Saturday 8 a.m. - 2 a.m.; and Sunday 10:30 a.m. - midnight.

6. Nothing in this ordinance shall be construed to require a permittee located in the District to allow its patrons to remove alcoholic beverages and/or wine, in open containers, from the licensed premises.

7. Each permittee shall be required to place a trash receptacle, consistent with the specified design approved for each DISTRICT, at the exit door of the premises.

8. Permittees located in each DISTRICT shall post, at all points of egress from the licensed premises, a map of the boundaries of the DISTRICT in which it is located. The map shall be provided by the City, either in electronic or paper form, to those permittees upon their request.

9. The purpose of this ordinance being primarily to allow pedestrians to carry open containers as described in this ordinance within a Leisure and Recreation District, nothing in this ordinance shall be construed to allow patrons, guests, or members of a licensee to drive a motor vehicle or non-motor vehicle while carrying an open container of alcoholic beverage on to or into a motor vehicle or pedestrian-driven vehicle, and it shall be a violation of this ordinance for any person to drive a motor vehicle or non-motor vehicle while carrying an open container as described in this ordinance containing an alcoholic beverage within the District in which it was purchased. This sub-paragraph "9" does not apply to non-driving passengers of vehicles. Nothing in this ordinance shall be construed to allow patrons, guests or members of a licensee to leave a District as a pedestrian or in a motor vehicle or non-motor vehicle of any kind while carrying an open container of alcoholic beverage.

10. Nothing in this ordinance shall be construed to allow patrons, guests or members of a licensee to impede traffic on a public street or within private or public parking lots.

SECTION 5. DRINKING IN PUBLIC PLACES; AMENDMENTS TO ORDINANCE NUMBERS 3148 AND 2103 AND 3216 AND TO THE CODE OF ORDINANCES: Section 2 of Ordinance Number 3148, adopted 12-16-14 and amended 2-21-17; Section 1 of Ordinance Number 2103, adopted 2-8-83; Section 2 A.1 and Section 2 B.1 of Ordinance Number 3216, adopted 8-22-17; and Chapter 3.7 of the Code of Ordinances are hereby amended to read as follows:

"It shall be unlawful for any person, group association, or any and all legal entities recognized by law to possess or consume alcoholic beverages, beer or light wine, as defined by any statute of this state, in the city hall, municipal school buildings, stadiums, any public playgrounds, or public parks, or clubhouses situated therein, or any fire station, or on any and all other public grounds, buildings, parks, and places owned, maintained or operated by the city; except, that this section shall not apply to any individuals, groups or associations utilizing any municipally owned building under a written lease or rental agreement granted by the city; and it shall be unlawful for any person to consume any alcoholic beverage, beer, or light wine on any public street, sidewalk or alley owned, maintained or operated by the city, except that it shall not be unlawful for any person to consume an alcoholic beverage, beer or light wine on streets in an established LEISURE AND RECREATION DISTRICT; and it shall not be unlawful for any person to consume beer or light wine on streets in the downtown area that have been closed to vehicular traffic for special

events that are sponsored or approved by the City of Hattiesburg; during said City-sponsored or approved events in the downtown area, no beer or light wine may be possessed or consumed from glass containers.

SECTION 6. PUBLIC SAFETY MEASURES: The City of Hattiesburg by and through its Police and Fire Departments, shall provide for adequate law enforcement and other public safety measures and services within each DISTRICT as required by State Law. In addition, the Po-

lice and Fire Departments shall provide public safety services within the District in the same manner it provides those services in the remainder of the City. Nothing in this ordinance shall be construed to amend or change any other ordinance pertaining to amplified music, noise, litter, or loitering.

SECTION 7. DEFINITION OF ALCOHOLIC BEVERAGES. For the purposes of this Ordinance, the term "alcoholic beverages" shall mean any alcoholic liquid, including wines of more than five percent (5%) of alcohol by weight, capable of being consumed as a beverage by a human being, but shall not include light wine and beer, as defined in Section 67-3-3, Mississippi Code of 1972, but shall include native wines.

SECTION 8. BEER AND LIGHT WINE. Within the boundaries of each DISTRICT, a permittee may allow beer and light wine to be removed from the licensed premises as permittee in Sec 4.

SECTION 9. RESERVATION OF RIGHTS: The City reserves the right to modify or repeal this ordinance, and any district designation created hereunder, at any time, with or without notice.

SECTION 10. REPEAL AND CONFLICTS. All ordinances or parts thereof that address alcohol consumption in conflict with this ordinance are hereby repealed within the geographic boundaries of the DISTRICT created herein.

SECTION 11. EFFECTIVE DATE: This ordinance shall be effective upon approval as required by law, execution and publication.

SECTION 12. PARTIAL REPEAL DATE: When the Governor removes the State of Emergency or for the next ninety (90) days, whichever is longer, the portion of this Ordinance creating the Temporary City-Wide Leisure District shall stand repealed. This repeal shall not affect the remaining portions of this Ordinance, including, but not limited to, the creation of District One and District Two.

The above and foregoing Ordinance, having been first reduced to writing, was introduced by Council Member George, seconded by Council Member Brown, and adopted by the following roll call vote:

AYES
George
Delgado (via teleconference)
Carroll
Dryden (via teleconference)
Brown

NAYS
None

ABSENT
None

The President thereby declared the motion carried and the Resolution adopted, this the 14th day of May, A.D., 2020.

ATTEST:
/s/ Ronda S. Cole
CLERK OF THE COUNCIL,
ADOPTED:
/s/ Carter Carroll
PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the 14th day of May, A.D., 2020.

ATTEST
/s/ Kemas Eaton
CITY CLERK
APPROVED:
/s/ Toby Barker
MAYOR

Published May 21, 2020

Hattiesburg Publishing, Inc.

P.O. Box 1110 • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
senting The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 260 Published 1 times

Date 1st Published: May 14 Amt: 31.20

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 31.20

Proof of Publication Fee: 3.00

TOTAL: 34.20

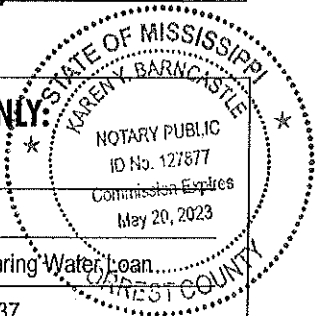
(signed) *Karen Y. Barncastle*
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 14th
day of May, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) *Kernias Eaton*

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Hearing Water Loan
- ☐ Invoice #: 96137
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE OF PUBLIC HEARING

City of Hattiesburg
Drinking Water System
Improvements Revolving Loan Fund
DWSIRLF FFY2020

The City of Hattiesburg is applying for
a State Revolving Fund Loan through the
Mississippi Department of Health
(MSDH) for water improvements. The
total loan amount is \$1,268,530.82. The
improvements will include repairs to
Water Treatment Plant No. 1, located
near Old Highway 11, including:

Replacement of the filter media,
Re-roofing the buildings,
Replacement of the rapid mix tank,
and Replacement of the dry chemical
feed system.

A public hearing to inform the public
regarding the project will be held on June
9, 2020 at 4:00 p.m. at the Jackie Dole
Sherrill Community Center at 220 West
Front Street, Hattiesburg MS, 39403. A
copy of the Facilities Plan is available in
the office of the City of Hattiesburg lo-
cated at 200 Forrest Street, Hattiesburg
MS, 39403, and can be picked up at the
front desk for review prior to the meeting,
which will be held in the auditorium.

In light of public health concerns, new
meeting parameters have been estab-
lished. Visitors and members alike are

encouraged to participate electronically.
No more than 10 individuals will be al-
lowed entrance into the meeting. Social
distancing guidelines will be imposed. In-
dividuals interested in attending the
meeting are encouraged to do so elec-
tronically if at all possible. Please contact
Lamar Rutland at 601-545-4540 or rut-
land@hattiesburgms.com prior to the
meeting date for instructions on access-
ing the meeting either by phone or by in-
ternet, and obtaining digital copies of the
Facilities Plan.

BY: Kernias Eaton /s/

Published May 14, 2020

Hattiesburg Publishing, Inc.

P.O. Box 1110 • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 397 Published 1 times

Date 1st Published: May 14 Amt: 47.64

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

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Proof of Publication Fee: 3.00

TOTAL: 50.64

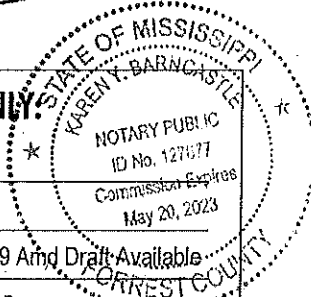
(signed) Sheldens Barncaster
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 14h
day of May, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Karen Barncaster

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 2019 Amnd Draft Available
- ☐ Invoice #: 96135
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC NOTICE AND PUBLIC COMMENT PERIOD

CITY OF HATTIESBURG CONSOLIDATED PLAN AND ACTION PLAN AMENDMENTS

NOTICE is hereby given that the City of Hattiesburg, Department of Urban Development has produced a draft amendment to the 2018-2022 Consolidated Plan and the 2019 Annual Action Plan, which outlines proposed use of CDBG and HOME grant funds from the U.S. Department of Housing and Urban Development. NOTICE is further hereby given that the City has produced a draft amendment to the Citizen Participation Plan.

The amendments proposed to all three (3) documents relate to the City's response to the COVID-19 pandemic, and serve to enable the City to incorporate a special allocation of \$321,280 in CDBG grant funding from the U.S. Department of Housing and Urban Development (HUD). Further, these amendments take advantage of a waiver offered by HUD to expedite the public comment process in order to put these funds to use as soon as possible. As such, residents and other stakeholders are encouraged to provide any comments no later than May 21, 2020.

NOTICE is further hereby given that the draft documents are available for review at www.hattiesburgms.com/community-development or at City Hall, First Floor, Department of Urban Development, 200 Forrest Street, Hattiesburg, MS.

NOTICE is further hereby given that a Public Hearing will be held Tuesday, May 19, 2020 at 5:00 p.m. to afford an opportunity for stakeholders and residents to provide feedback and comments related to the proposed amendments. In light of social distancing requirements, this will be a VIRTUAL Public Hearing with access by internet or phone. For instructions on how to join the virtual Public Hearing, please contact the Department of Urban Development at (601) 545-4675 no later than 3:00 p.m. on May 19, 2020.

Additionally, comments related to the draft documents may be mailed to the City of Hattiesburg, Department of Urban Development, Community Development Division, P.O. Box 1898, Hattiesburg, MS 39403-1898, or delivered to City Hall, First Floor, Department of Urban Development, 200 Forrest Street, Hattiesburg, MS. Related comments should be delivered by May 21, 2020.

Questions may be directed to the Department of Urban Development at (601) 545-4558. To ensure compliance with the Americans with Disabilities Act (ADA), persons with disabilities that require aids or services to participate may contact the Department of Urban Development at (601) 545-4675; or e-mail shall@hattiesburgms.com in advance of meetings to make arrangements.

Published May 14, 2020

Hattiesburg Publishing, Inc.

P.O. Box 1110 • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
senting The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 186 Published 1 times

Date 1st Published: May 14 Amt: 22.32

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 22.32

Proof of Publication Fee: 3.00

TOTAL: 25.32

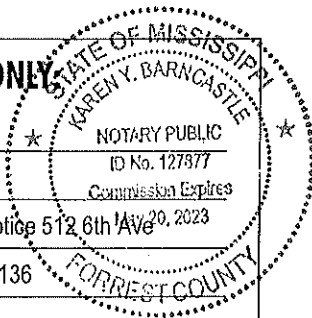
(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 14th
day of May, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) [Signature]

FOR OFFICE USE ONLY

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Notice 512 6th Ave
- ☐ Invoice #: 96136
- ☐ Inv. Crt/Mld: _____
- ☐ Pynt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that an ap-
plication has been filed by P&L Rental
LLC, Agustina & Oscar Leal, Owners, to
appeal the decision made March 11,
2020, by the Hattiesburg Historic Con-
servation Commission regarding the re-
quest to paint exterior brick at 512 6th
Ave.

After hearing the Hattiesburg Historic
Conservation Commission's vote that the
request be DENIED, with P&L Rental
LLC, Agustina & Oscar Leal, being ag-
grieved with the decision, filed a request
for hearing before the Mayor and City
Council of the City of Hattiesburg, as pro-
vided by law.

NOW, THEREFORE, NOTICE IS
GIVEN that a public hearing in relation
to the petition as hereinabove set forth
will be held at 4:00 p.m., Tuesday, June
2, 2020, in the Jackie Dole Sherrill Com-
munity Center, 220 W. Front Street, Hat-
tiesburg, Mississippi, at which time and
at which said hearing all parties of inter-
est and citizens shall have an opportu-
nity to be heard.

WITNESS my signature and the offi-
cial seal of said City on this, the 7th day
of May, 2020.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

Published May 14, 2020

Hattiesburg Publishing, Inc.

P.O. Box 1110 • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
sented The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 380 Published 1 times

Date 1st Published: May 14 Amt: 45.60

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 45.60

Proof of Publication Fee: 3.00

TOTAL: 48.60

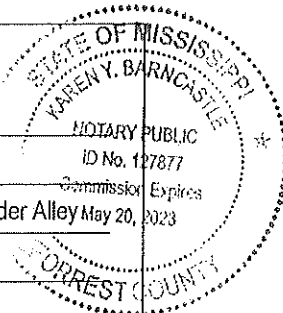
(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 14th
day of May, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) [Signature]

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Oak St.-Magruder Alley May 20, 2023
- ☐ Invoice #: 96136
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that a peti-
tion has been filed by Terry Jackson, Jr.,
Applicant, and Tony Garino, LeHigh Han-
son, Inc., Owner, as required in the Land
Development Code, Ord. No. 3209, to
close and vacate a portion of the alley,
which located north of East Hardy Street
between Oak Street and a vacated por-
tion of Magruder St. (Parcel 2-030L-11-
138.01, PPIN 20306, Ward 2) Said
property being more particularly de-
scribed as follows, to-wit:

The North 255 feet of a platted 10 foot
wide public alley located in Block 4 of the
R. A. Magruder Subdivision, in the City
of Hattiesburg, County of Forrest, State
of Mississippi, as per Map or Plat thereof
on file in the Office of the Chancery Clerk
of said County and State, and being
more particularly described as Beginning
at the Northeast corner of Lot 10 in said
Block 4 of the R. A. Magruder Subdivi-
sion at the South right-of-way of Jersey
Street, thence run South along the West
right-of-way of said platted alley along
the East line of Lots 10, 9, 8, 7 and 6 in
said Block 4, thence run East for 10 feet
to the East right-of-way of said platted
alley and to the Southwest corner of Lot
15 of said Block 4, thence run North
along the East right-of-way of said plat-
ted alley along the West line of Lots 15,
14, 13, 12 and 11 in said Block 4 to the
Northwest corner of Lot 11 of said Block
4 and to the South right-of-way of Jersey
Street, thence run West along the South
right-of-way of Jersey Street for 10 feet
back to the Point of Beginning. The
above described portion of said public
alley to be vacated contains 0.06 acres,
more or less.

A PUBLIC HEARING in relation to the
above described petition will be held at
11:00 p.m., Wednesday, June 3, 2020 in
the Jackie Dole Sherrill Community Cen-
ter, First Floor, Hattiesburg, Mississippi,
before the Planning Commission of said
City, at which time and at which hearing
all parties of interest and citizens shall
have an opportunity to be heard.

WITNESS my signature and the offi-
cial seal of said City on this, the 7th day
of May 2020.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Kermas Eaton /s/

Published May 14, 2020

Hattiesburg Publishing, Inc.

P.O. Box 1110 • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 528 Published 1 times

Date 1st Published: May 14 Amt: 63.36

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 63.36

Proof of Publication Fee: 3.00

TOTAL: 66.36

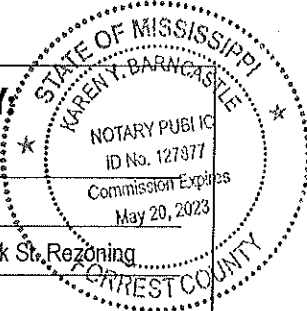
(signed) Sheddus Barncastle
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 14th
day of May, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Karen Y. Barncastle

FOR OFFICE USE ONLY

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 119 Oak St. Rezoning
- ☐ Invoice #: 93136
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Terry Jackson, Jr., Applicant, and Tony Garino, LeHigh Hanson, Inc., Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a certain property located at 119 Oak St. (Parcel 2-030L-11-138.01, PPIN 20306, Ward 2) from Section 4.5.3, R-1A (Single Family Residential) to Section 4.5.10, B-3 (Commercial Business) District. Said property being more particularly described as follows, to-wit:

TRACT 1:

All that part of Lots 11, 12, 13 and 14 of Block 4 of the R.A. Magruder Addition to the City of Hattiesburg, Mississippi, lying West of a line parallel with and 50 feet West of the center line of the main track of the Mississippi Central Railroad Company as now located and constructed across said lots.

TRACT 2:

LTS 6, 7, 8, 9 and 10 in block 4 of R.A. Marred Survey of the City of Hattiesburg, Mississippi.

TRACT 3:

A part of lots 15, 16 and 17 in Block 4 of the R.A. Magruder Addition of the city of Hattiesburg, Mississippi as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said part of said lots being more particularly described as

Beginning at the Northwest corner of Lot 15 in said Block 4 of said Survey and run thence in an easterly direction along the North line of said Lot 15 a distance of one hundred twenty-five feet (125') more or less, to a point fifty feet (50') West of the center line of the main track of the Mississippi Central Railroad Company, measured at right angles, thence, thence southeasterly parallel with and fifty feet (50') West of the center line of said main track for a distance of one hundred fifty-nine and seven-tenths feet (159'-7''), more or less, to the South line of Lot No. 17, thence West along the South line of Lot No. 17 a distance of one hundred eighty feet (180'), more or less, to the Southwest corner of said Lot 17, thence in a northerly direction along the West line of Lot 17, 16, and 15 a distance of one hundred fifty feet (150') to the point of beginning, containing 22,075 sq.ft., more or less, as showing red lines on the blue print hereto attached and made a part hereof as fully and completely as if copied herein in full, all of the above described property being a part of and located in the Southwest Quarter (SWq) of the Northwest Quarter (NWq) of Section 11, Township 4 North Range 13 West in said Forrest County, Mississippi.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, June 3, 2020 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 7th day of May 2020.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

Hattiesburg Publishing, Inc.

P.O. Box 1110 • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
sented The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 529 Published 1 times

Date 1st Published: May 14 Amt: 63.48

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 63.48

Proof of Publication Fee: 3.00

TOTAL: 66.48

(signed) Shadday Barncastle
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 14th
day of May, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Karen Y. Barncastle

FOR OFFICE USE ONLY*

- ☐ Em P: _____
☐ App: _____
☐ File Name: CoH - 119 Oak St. Conditional Use
☐ Invoice #: 96136
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a peti-
tion has been filed by Terry Jackson, Jr.,
Applicant, and Tony Garino, LeHigh Han-
son, Inc., Owner, as required in the Land
Development Code, Ord. No. 3209, to
request a Conditional Use as "Ware-
housing and Distribution (Warehouse)"
in B-3 (Commercial Business) District as
defined by the LDC for a certain property
located at 119 Oak St. (Parcel 2-030L-
11-138.01, PPIN 20306, Ward 2) Said
property being more particularly de-
scribed as follows, to-wit:

TRACT 1:

All that part of Lots 11, 12, 13 and 14
of Block 4 of the R.A. Magruder Addition
to the City of Hattiesburg, Mississippi,
lying West of a line parallel with and 50
feet West of the center line of the main
track of the Mississippi Central Railroad
Company as now located and con-
structed across said lots.

TRACT 2:

LTS 6, 7, 8, 9 and 10 in block 4 of
R.A. Marred Survey of the City of Hat-
tiesburg, Mississippi.

TRACT 3:

A part of lots 15, 16 and 17 in Block 4
of the R.A. Magruder Addition of the city
of Hattiesburg, Mississippi as per map or
plat thereof on file in the office of the
Chancery Clerk of Forrest County, Mis-
sissippi, said part of said lots being more
particularly described as

Beginning at the Northwest corner of
Lot 15 in said Block 4 of said Survey and
run thence in an easterly direction along
the North line of said Lot 15 a distance of
one hundred twenty-five feet (125') more
or less, to a point fifty feet (50') West of
the center line of the main track of the
Mississippi Central Railroad Company,
measured at right angles, thereto, thence
southeasterly parallel with and fifty feet
(50') West of the center line of said main
track for a distance of one hundred fifty-
nine and seven-tenths feet (159-7'),
more or less, to the South line of Lot
No. 17, thence West along the South line
of Lot No. 17 a distance of one hundred
eighty feet (180'), more or less, to the
Southwest corner of said Lot 17, thence
in a northerly direction along the West
line of Lot 17, 16, and 15 a distance of
one hundred fifty feet (150') to the point
of beginning, containing 22,075 sq.ft.,
more or less, as showing red lines on the
blue print her to attached and made a
part hereof as fully and completely as if
copied herein in full, all of the above de-
scribed property being a part of and lo-
cated in the Southwest Quarter (SWq) of
the Northwest Quarter (NWq) of Section
11, Township 4 North Range 13 West in
said Forrest County, Mississippi.

A PUBLIC HEARING in relation to the
above described petition will be held at
1:00 p.m., Wednesday, June 3, 2020 in
the Jackie Dole Sherrill Community Cen-
ter, First Floor, Hattiesburg, Mississippi,
before the Planning Commission of said
City, at which time and at which hearing
all parties of interest and citizens shall
have an opportunity to be heard.

WITNESS my signature and the offi-
cial seal of said City on this, the 7th day
of May 2020.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Kemas Eaton /s/
CITY CLERK

Published May 14, 2020



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, June 16, 2020

Re: Approve plans and specifications for the Downtown Wayfinding & Parking Signage Project and Authorize advertisement for bids for same.
File Number: 2020-383
Minute Book #

Summary

Approve plans and specifications for the Downtown Wayfinding & Parking Signage Project and Authorize advertisement for bids for same.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 16, 2020 City Council meeting for consideration.

VEHICULAR WAYFINDING & PARKING SIGNAGE DOWNTOWN HATTIESBURG

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY

MAYOR

TOBY BARKER

CHIEF ADMIN OFFICER

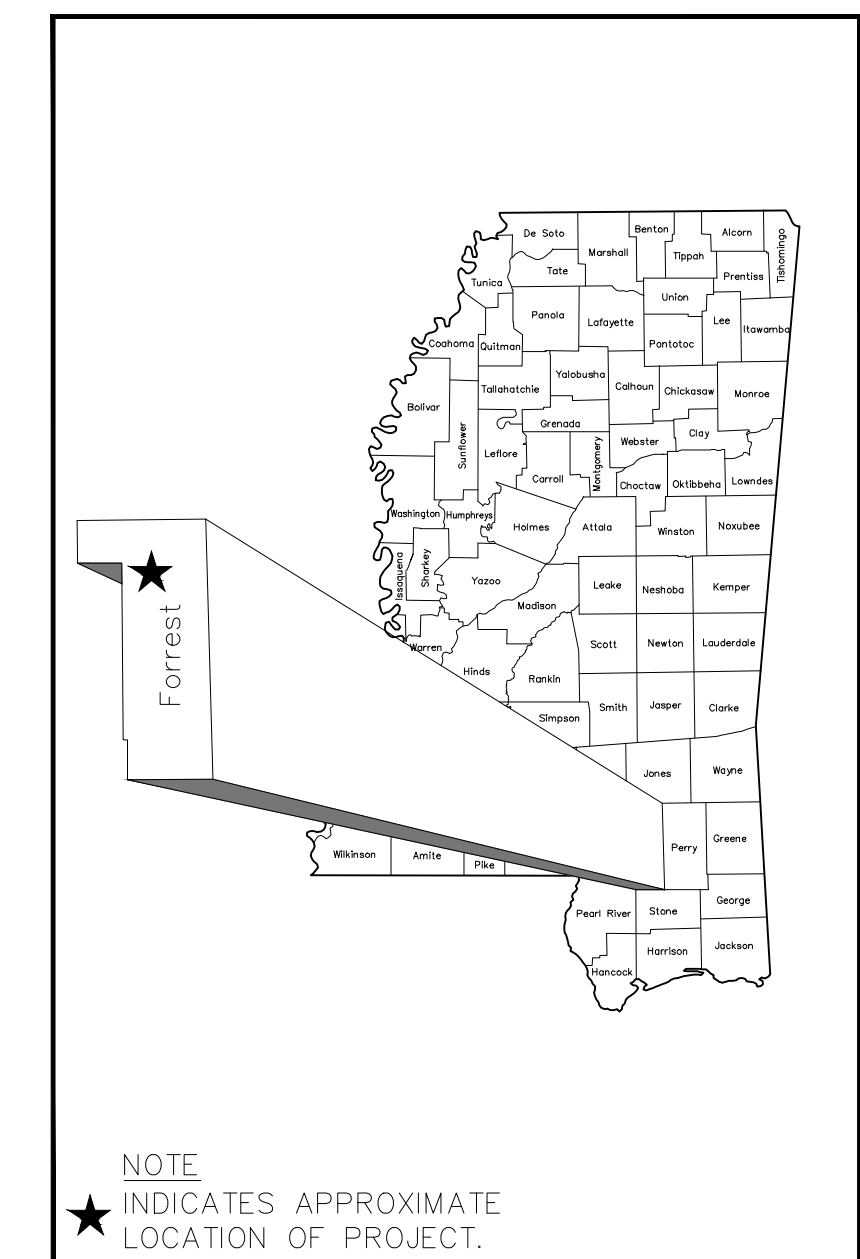
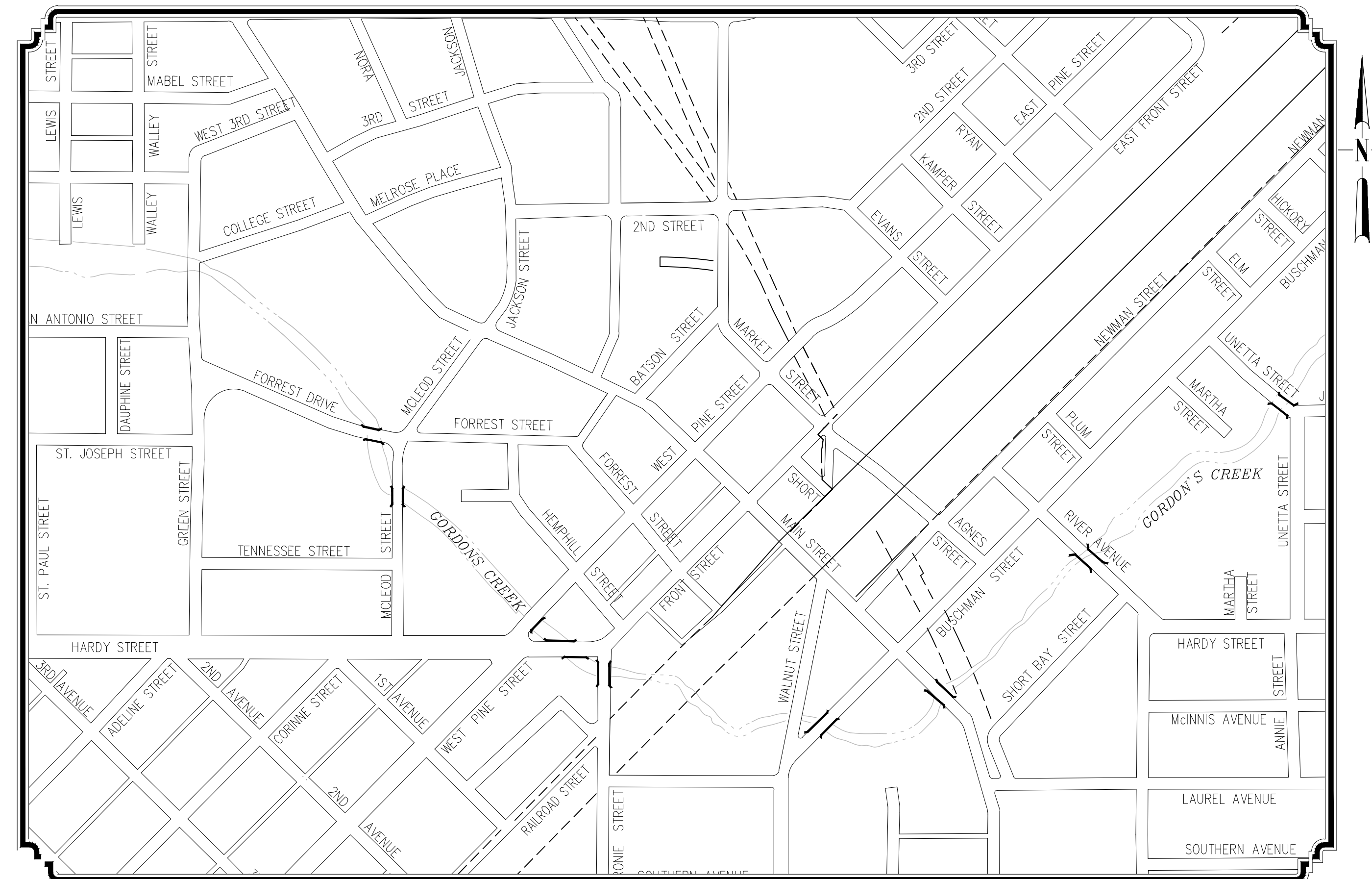
ANN JONES

ENGINEERING DIRECTOR

LAMAR RUTLAND, P.E.

COUNCIL MEMBERS

JEFFREY GEORGE	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
MARY DRYDEN	
NICHOLAS BROWN	



DOWNTOWN HATTIESBURG
VICINITY MAP
PROJECT LOCATION

PREPARED BY :



DAVID AUSTIN LOVITT, ASLA
MISSISSIPPI LICENSE NO. 658

GENERAL NOTES

1. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.
2. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER.
3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, BRIDGES, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. EXTREME CARE SHOULD BE EXERCISED IN UNDERCUT AREAS AND THE UNDERCUT DEPTH MAY BE ADJUSTED AT CROSS DRAINS, AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.
4. TRAFFIC CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL LOCAL AND NATIONAL SAFETY STANDARDS AND RULES SHALL BE FOLLOWED (COST ABSORBED).
5. FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS.
6. PRIOR TO INSTALLATION, CONTRACTOR SHALL VERIFY FINAL PLACEMENTS OF WAY FINDING SIGNS WITH PROJECT LANDSCAPE ARCHITECT. WOOD STAKING OR FLAGGING AT PROPOSED SIGN LOCATION REQUIRED.
7. ALL SIGNS, SIGNALS, PAVEMENT MARKINGS AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).
8. ALL RAISED OBJECTS SHALL BE PLACED A MINIMUM OF 2 FEET BEHIND THE FACE OF CURB.
9. CONTRACTOR SHALL PROVIDE SUBMITTAL FOR FINAL TEXT REQUIRED FOR EACH SIGN. APPROVAL IS REQUIRED BY THE CITY OF HATTIESBURG, VISIT HATTIESBURG, AND PROJECT LANDSCAPE ARCHITECT BEFORE FINAL TEXT IS SUBMITTED TO VENDOR.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
11. THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY BUSINESSES AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.
12. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER CONTRACTOR’S TO FACILITATE TIE-INS TO OTHER CONTRACTOR’S WORK, WHERE FEASIBLE AND PRACTICABLE.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR RESETTING ANY SIGNS THAT ARE IN DIRECT CONFLICT WITH CONSTRUCTION IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION (COST ABSORBED).
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES IF ANY UTILITY POLES NEED TO BE SUPPORTED DURING CONSTRUCTION (COST ABSORBED).
15. THE CONTRACTOR SHALL REPAIR FENCES, RETAINING WALLS, GATES, SODDING, LANDSCAPING, ETC. DAMAGED DURING OVERALL CONSTRUCTION (COST ABSORBED).

DESCRIPTION OF SHEET		WKG. NO.	SHT. NO.
TITLE SHEET (1)			1
DETAILED INDEX & GENERAL NOTES (1)			
INDEX & GENERAL NOTES		GN-1	2
LOCATION MAP SHEETS (3)			
LOCATION MAP VEHICULAR WAYFINDING		MAP-1	3
LOCATION MAP VEHICULAR WAYFINDING		MAP-2	4
LOCATION MAP PARKING SIGNS		MAP-3	5
SITE PLAN SHEETS (10)			
VEHICULAR WAYFINDING SITE PLANS - SIGNS 1-4		PLAN-1	6
VEHICULAR WAYFINDING SITE PLANS - SIGNS 5-8		PLAN-2	7
VEHICULAR WAYFINDING SITE PLANS - SIGNS 9-12		PLAN-3	8
VEHICULAR WAYFINDING SITE PLANS - SIGNS 13-16		PLAN-4	9
VEHICULAR WAYFINDING SITE PLANS - SIGNS 17-20		PLAN-5	10
VEHICULAR WAYFINDING SITE PLANS - SIGNS 21-24		PLAN-6	11
VEHICULAR WAYFINDING SITE PLANS - SIGNS 25-28		PLAN-7	12
VEHICULAR WAYFINDING SITE PLANS - SIGN 29		PLAN-8	13
VEHICULAR WAYFINDING SITE PLANS - SIGNS 1-4		PLAN-9	14
VEHICULAR WAYFINDING SITE PLANS - SIGNS 5-8		PLAN-10	15
DETAIL SHEETS (3)			
SIGNAGE DETAILS		DET-1	16
SIGNAGE DETAILS		DET-2	17
SIGNAGE DETAILS		DET-3	18
TOTAL NUMBER OF SHEETS (18)			

NOTICE TO DRAWING HOLDER NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		WAYFINDING & PARKING SIGNAGE DOWNTOWN HATTIESBURG CITY OF HATTIESBURG - FORREST COUNTY HATTIESBURG, MISSISSIPPI		NEEL-SCHAFER Solutions you can build upon	INDEX & GENERAL NOTES	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.15561.000					
					FILENAME: 15561_NOTES.dwg					
					SCALE: NTS					
					SURVEYED BY: NA					
					DSGN: DAL DATE: 03/2020					
					DRWN: DAL DATE: 03/2020				WORKING NUMBER:	DRAWING NUMBER:
					CHKD: DAL DATE: 06/2020				GN-1	2 OF 18
					QA/QC: DAL DATE: 06/2020					

EAST BOUND

- ## WEST BOUND

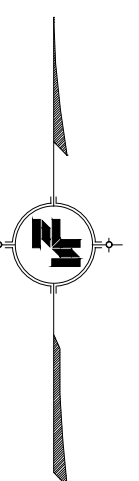
- ## NORTH BOUND

- SOUTH BOUND**

- NOTE: PLACEMENT SHOWN ON THIS SHEET IS APPROXIMATE, SEE SHEETS PLN-1 THROUGH PLN-8 FOR EXACT PLACEMENT.



- INDICATES SIGN NUMBER



NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION		WAYFINDING & PARKING SIGNAGE DOWNTOWN HATTIESBURG CITY OF HATTIESBURG - FORREST COUNTY HATTIESBURG, MISSISSIPPI	NEEL-SCHAFFER Solutions you can build upon	LOCATION MAP VEHICULAR WAYFINDING	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.15561.000 FILENAME: 15561_MAP.dwg SCALE: NTS SURVEYED BY: NA					
					DSGN: DAL	DATE: 03/2020				
					DRWN: DAL	DATE: 03/2020				
					CHKD: DAL	DATE: 06/2020				
					QA/QC: DAL	DATE: 06/2020				
							WORKING NUMBER:	DRAWING NUMBER:		
							MAP-1	3 OF 18		

VEHICULAR WAYFINDING
SIGN LOCATIONS (INSET-A)

NORTH BOUND

22. RIVER AVE. @ BUSCHMAN ST. (SEE SHEET PLN-6)

WEST BOUND

23. BUSCHMAN ST. @ MAIN ST. (SEE SHEET PLN-6)

24. NEWMAN ST. @ MOBILE ST. (SEE SHEET PLN-6)

SOUTH BOUND

25. MOBILE ST. @ NEWMAN ST. (SEE SHEET PLN-7)

26. MOBILE ST. @ BUSCHMAN ST. (SEE SHEET PLN-7)

NORTH BOUND (CONTINUED)

27. MOBILE ST. @ PINE ST. (SEE SHEET PLN-7)

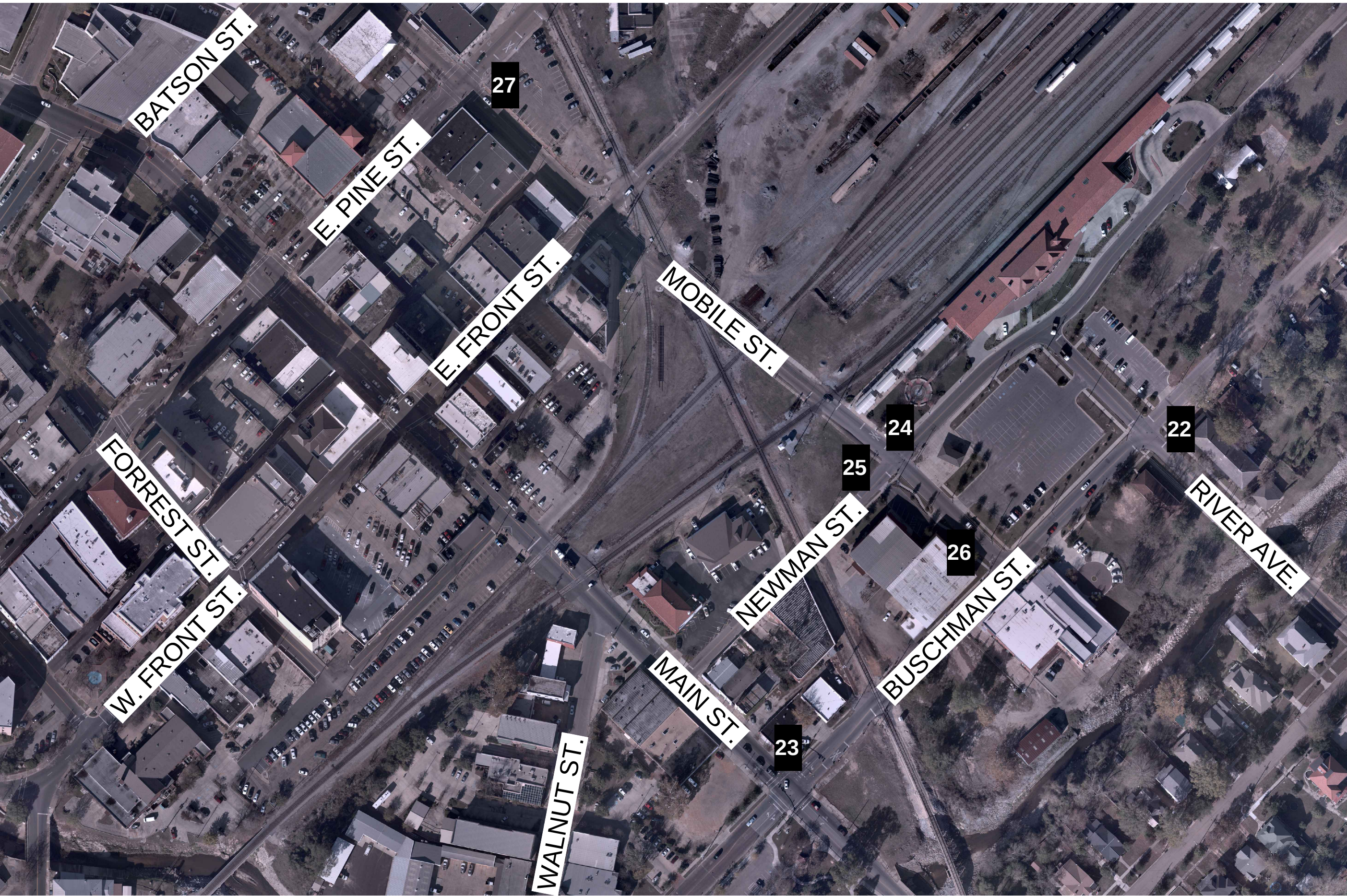
VEHICULAR WAYFINDING
SIGN LOCATIONS (INSET-B)

NORTH BOUND

28. MOBILE ST. @ E. 5TH ST. (SEE SHEET PLN-7)

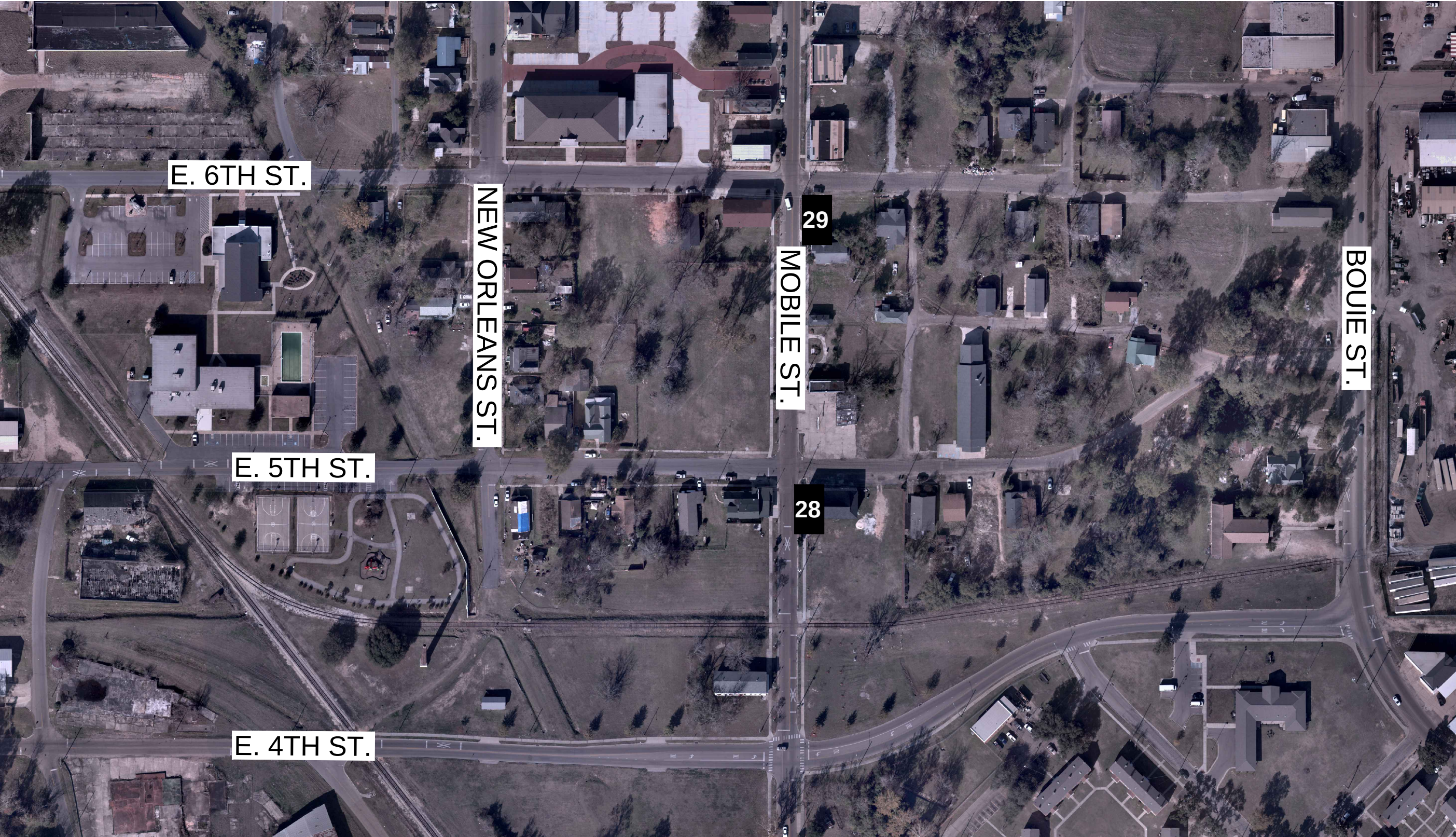
29. MOBILE ST. @ E. 6TH ST. (SEE SHEET PLN-8)

NOTE: PLACEMENT SHOWN ON THIS
SHEET IS APPROXIMATE, SEE SHEETS
PLN-1 THROUGH PLN-8 FOR EXACT
PLACEMENT.

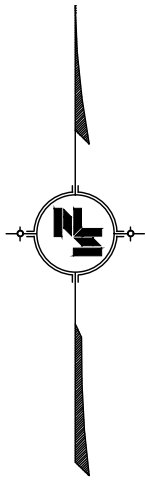


- INDICATES SIGN NUMBER

INSET - A



INSET - B



NOTICE TO DRAWING HOLDER				REVISIONS		DRAWING INFORMATION		WAYFINDING & PARKING SIGNAGE DOWNTOWN HATTIESBURG	CITY OF HATTIESBURG - FORREST COUNTY HATTIESBURG, MISSISSIPPI		LOCATION MAP VEHICULAR WAYFINDING	
NEEL-SCHAFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.				NO.	DATE	BY	DESCRIPTION				WORKING NUMBER:	DRAWING NUMBER:
								N-S PROJECT NO.: NS.15561.000			MAP-2	4 OF 18
								FILENAME: 15561_MAP.dwg				
								SCALE: NTS				
								SURVEYED BY: NA				
								DSGN: DAL DATE: 03/2020				
								DRWN: DAL DATE: 03/2020				
								CHKD: DAL DATE: 06/2020				
								QA/QC: DAL DATE: 06/2020				

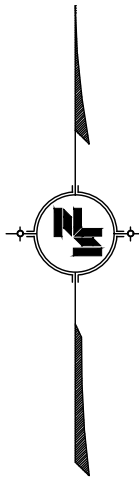
PARKING
SIGN LOCATIONS

- 1. RONIE LOT (SEE SHEET PLN-9)
- 2. COMMUNITY CENTER LOT (SEE SHEET PLN-9)
- 3. TOWN SQUARE LOT (SEE SHEET PLN-9)
- 4. TRAIN DEPOT LOT #1 (SEE SHEET PLN-9)
- 5. TRAIN DEPOT LOT #2 (SEE SHEET PLN-10)
- 6. TRAIN DEPOT LOT #3 (SEE SHEET PLN-10)
- 7. PITTMAN LOT (SEE SHEET PLN-10)
- 8. MOBILE STREET LOT (SEE SHEET PLN-10)

NOTE: PLACEMENT SHOWN ON THIS SHEET IS APPROXIMATE, SEE SHEETS PLN-9 THROUGH PLN-10 FOR EXACT PLACEMENT.



- INDICATES SIGN NUMBER



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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.15561.000			WORKING NUMBER:	DRAWING NUMBER:
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					CHKD: DAL DATE: 06/2020				
					QA/QC: DAL DATE: 06/2020			MAP-3	5 OF 18

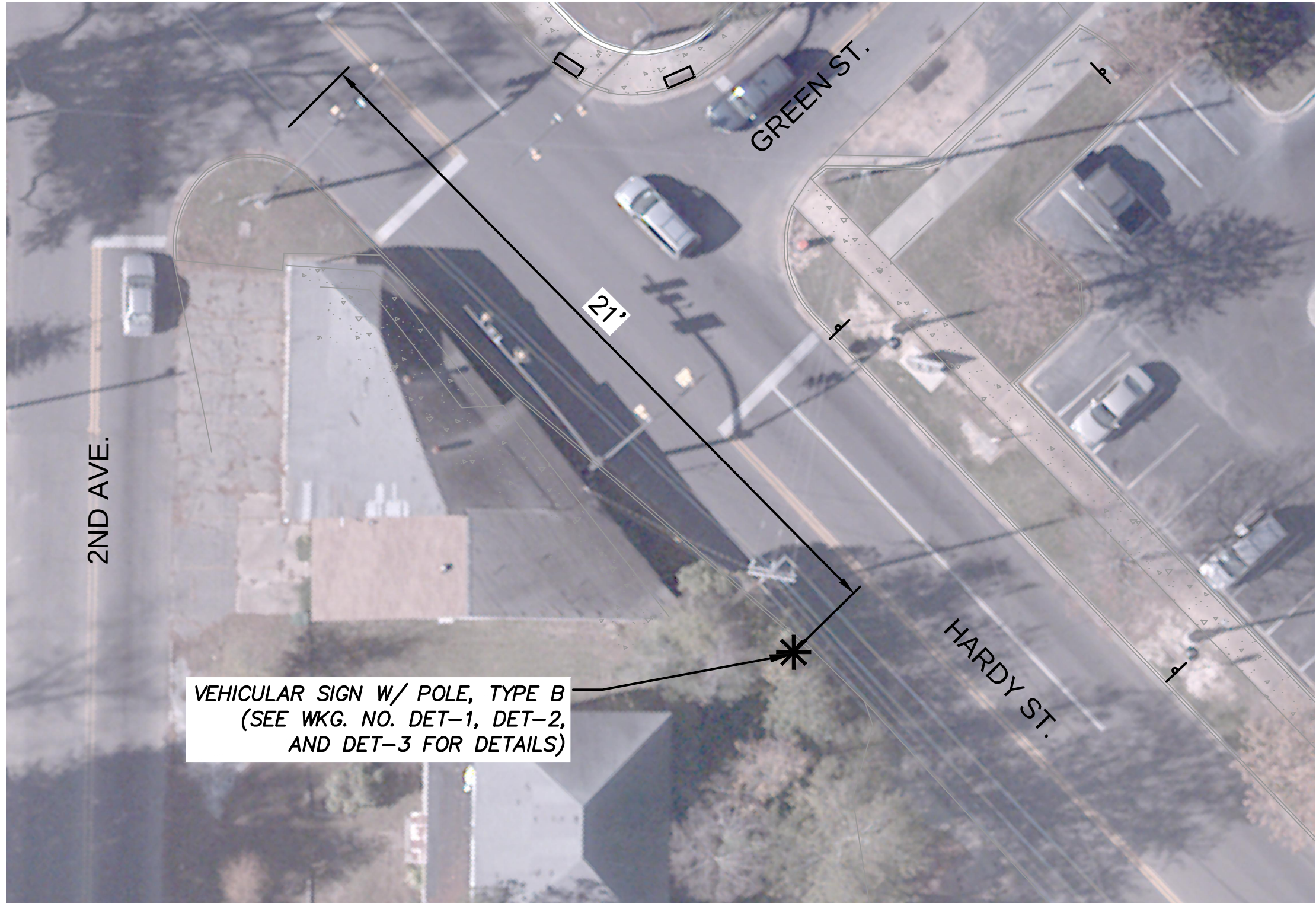
* PROPOSED SIGN LOCATION

SIGN #1 NOTES

TEXT TO READ (ARROW TO POINT)
LINE 1: Public Library (LEFT)
LINE 2: Downtown Business District (UP)
LINE 3: Post Office / City Hall (UP)
LINE 4: Saenger Theater (UP)
LINE 5: Jackie Dole Sherrill Community Center (UP)

FINAL PLACEMENT OF SIGN #1 IS SUBJECT TO CHANGE ACCORDING TO PROPOSED ROUNDABOUT PROJECT. CONTRACTOR SHALL VERIFY PLACEMENT WITH PROJECT LANDSCAPE ARCHITECT BEFORE PLACEMENT.

NOTE: ALL SIGN LOCATIONS SHOWN ARE APPROXIMATE. VERIFY EXISTING CONDITIONS AND FOLLOW SIGN PLACEMENT REQUIREMENTS AS AND WHERE REQUIRED BY MDOT COMMUNITY WAYFINDING GUIDE AND MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) 2009 EDITION. CONTRACTOR IS REQUIRED TO VERIFY FINAL PLACEMENT OF SIGNS WITH PROJECT LANDSCAPE ARCHITECT BEFORE FINAL INSTALLATION.



SITE PLAN - SIGN #1
SCALE: 1"=20'

* PROPOSED SIGN LOCATION

SIGN #2 NOTES

TEXT TO READ (ARROW TO POINT)
LINE 1: Cultural Center / Fire Station #1 (LEFT)
LINE 2: Hattiesburg Community Arts Center (LEFT)
LINE 3: Veterans Memorial Park (UP)
LINE 4: Town Square Park (UP)
LINE 5: Train Depot (UP)

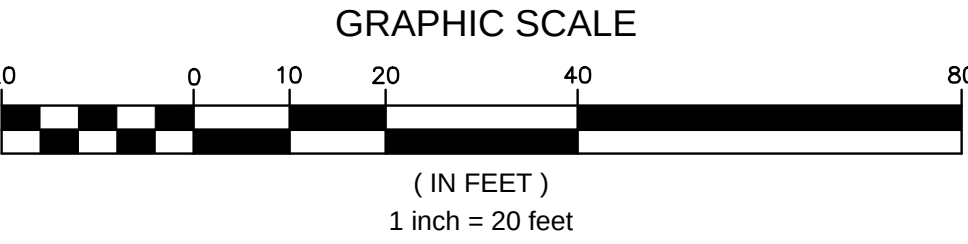


SITE PLAN - SIGN #2
SCALE: 1"=20'

* PROPOSED SIGN LOCATION

SIGN #3 NOTES

TEXT TO READ (ARROW TO POINT)
LINE 1: William Carey University (RIGHT)
LINE 2: Saenger Theater / City Hall (UP)
LINE 3: Jackie Dole Sherrill Community Center (UP)
LINE 4: Train Depot (UP)
LINE 5: All Court Buildings / Tax Assessor (UP)

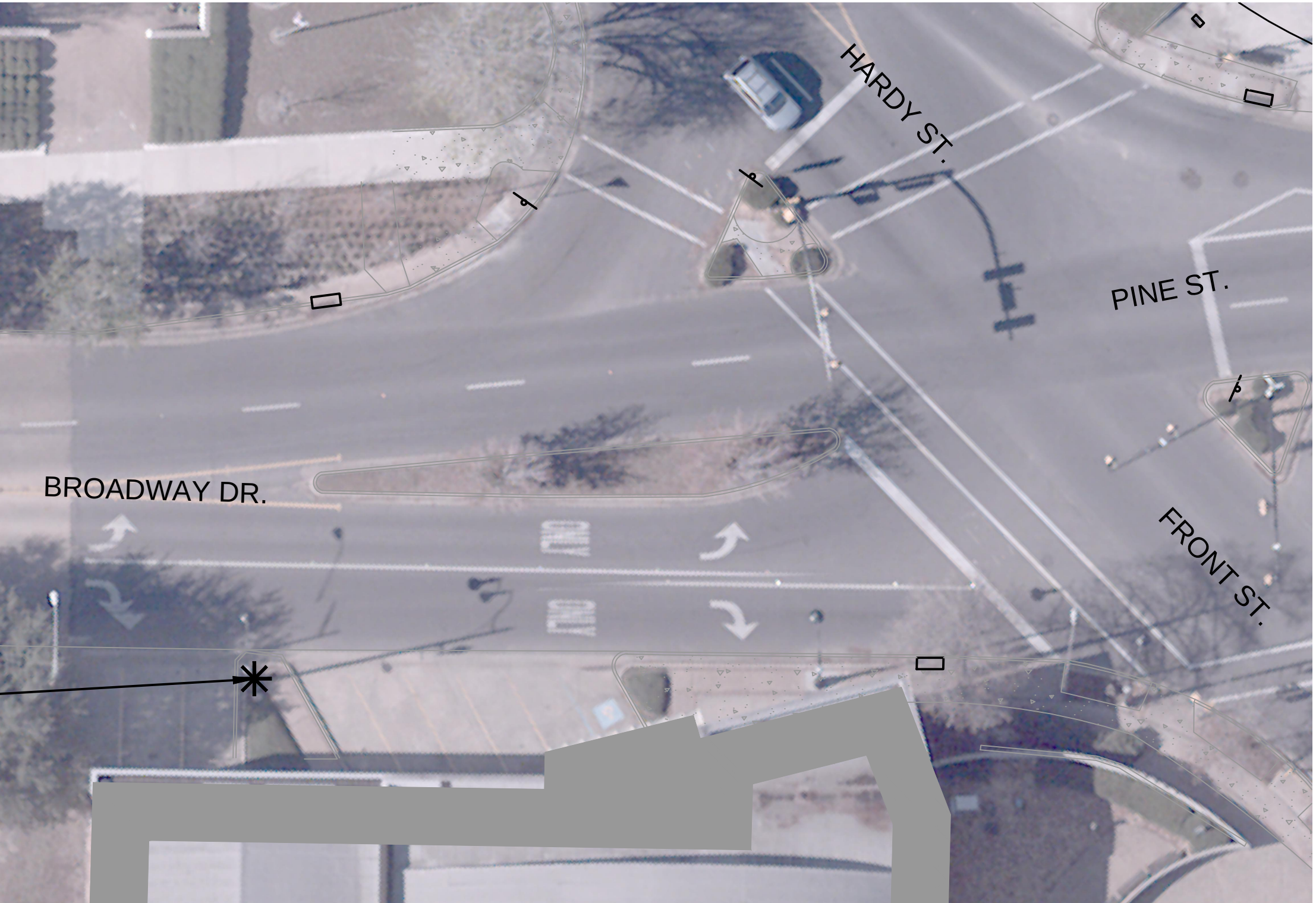


SITE PLAN - SIGN #3
SCALE: 1"=20'

* PROPOSED SIGN LOCATION

SIGN #4 NOTES

TEXT TO READ (ARROW TO POINT)
LINE 1: Veteran's Memorial Park (RIGHT)
LINE 2: Jackie Dole Sherrill Community Center (RIGHT)
LINE 3: Saenger Theater / City Hall (RIGHT)
LINE 4: All Court Buildings (RIGHT)
LINE 5: Public Parking (RIGHT)



SITE PLAN - SIGN #4
SCALE: 1"=20'

NOTICE TO DRAWING HOLDER				REVISIONS				DRAWING INFORMATION			
NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.				NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.15561.000			
								FILENAME: 15561_PLAN-SHEETS.dwg			
								SCALE: AS SHOWN			
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								DSGN: DAL DATE: 03/2020			
								DRWN: DAL DATE: 03/2020			
								CHKD: DAL DATE: 06/2020			
								QA/QC: DAL DATE: 06/2020			

WAYFINDING & PARKING SIGNAGE
DOWNTOWN HATTIESBURG

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



VEHICULAR WAYFINDING SITE PLANS
SIGNS 1-4

WORKING NUMBER:	DRAWING NUMBER:
PLN-1	6 OF 18

✱ PROPOSED SIGN LOCATION

SIGN #5 NOTES

TEXT TO READ (ARROW TO POINT)
LINE 1: City Hall (LEFT)
LINE 2: Saenger Theater (LEFT)
LINE 3: Tax Assessor and Collector (UP)
LINE 4: Visitors Center (UP)
LINE 5: Public Parking (RIGHT)

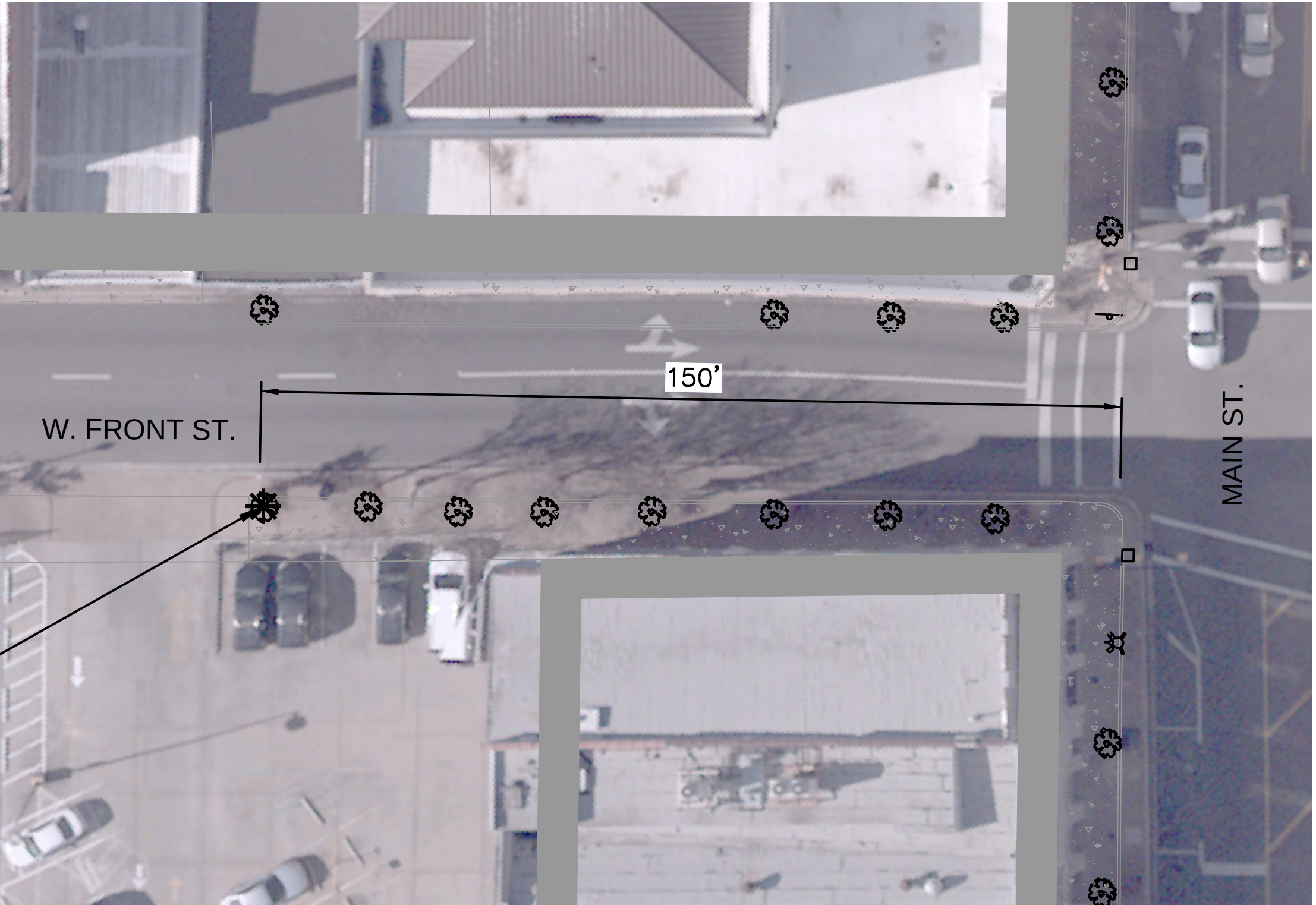


SITE PLAN - SIGN #5
SCALE: 1"=20'

✱ PROPOSED SIGN LOCATION

SIGN #6 NOTES

TEXT TO READ (ARROW TO POINT)
LINE 1: Town Square Park (RIGHT)
LINE 2: All Court Buildings (LEFT)
LINE 3: Tax Assessor and Collector (LEFT)
LINE 4: 6th Street Museum District (LEFT)
LINE 5: Public Parking (RIGHT or UP)

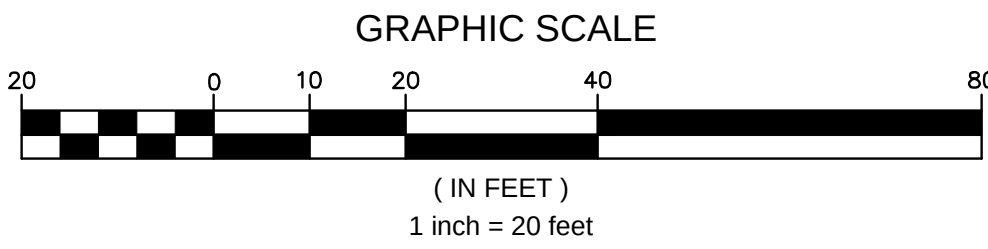


SITE PLAN - SIGN #6
SCALE: 1"=20'

✱ PROPOSED SIGN LOCATION

SIGN #7 NOTES

TEXT TO READ (ARROW TO POINT)
LINE 1: Train Depot (RIGHT)
LINE 2: C.E. Roy Community Center (LEFT)
LINE 3: 6th Street Museum District (LEFT)
LINE 4: Longleaf Trace (LEFT)
LINE 5: Public Parking (RIGHT or LEFT)

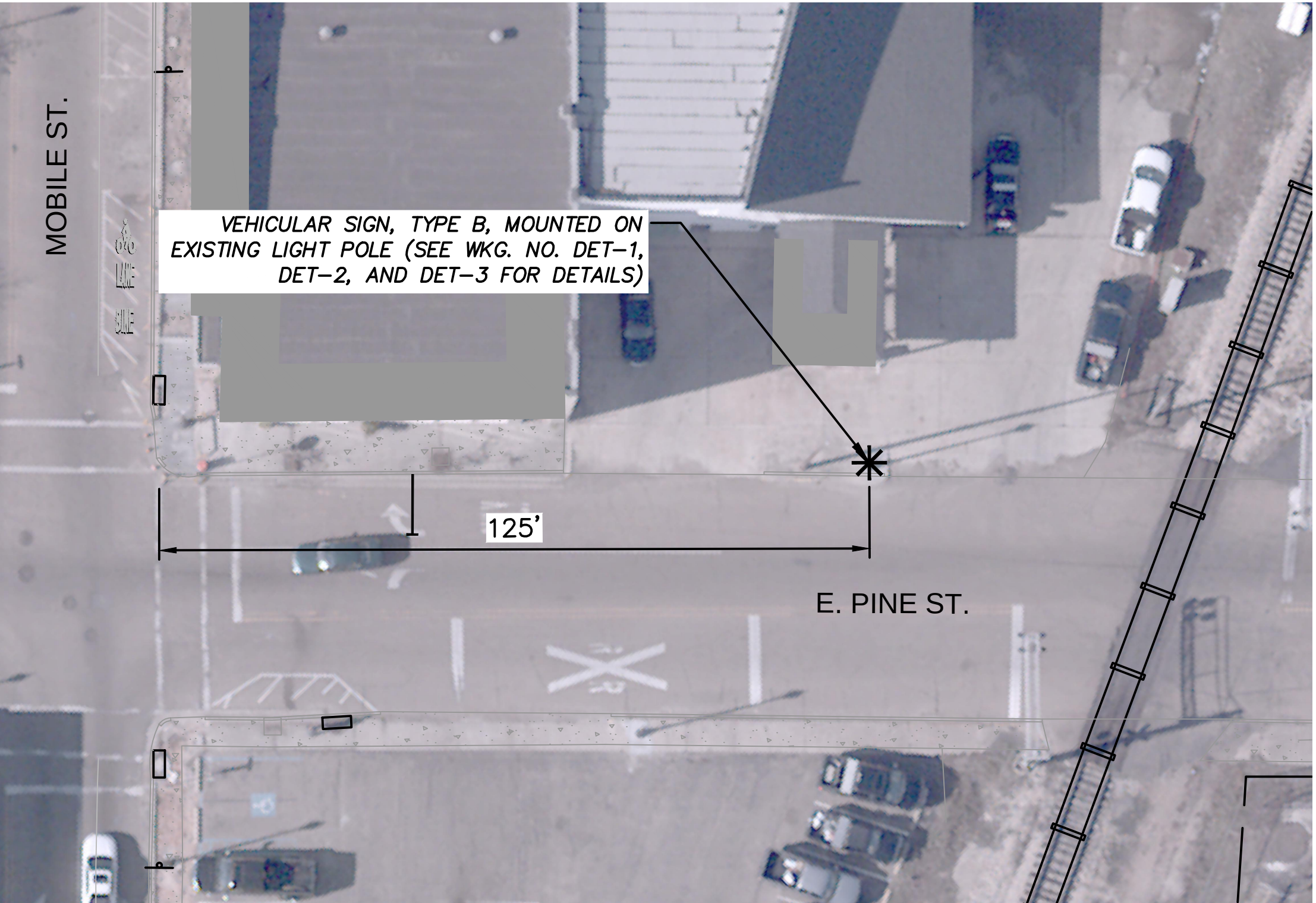


SITE PLAN - SIGN #7
SCALE: 1"=20'

✱ PROPOSED SIGN LOCATION

SIGN #8 NOTES

TEXT TO READ (ARROW TO POINT)
LINE 1: 6th Street Museum District (RIGHT)
LINE 2: Train Depot (LEFT)
LINE 3: Post Office / City Hall (UP)
LINE 4: All Court Buildings (UP)
LINE 5: Tax Assessor and Collector (UP)



SITE PLAN - SIGN #8
SCALE: 1"=20'

NOTICE TO DRAWING HOLDER				REVISIONS		DRAWING INFORMATION	
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WAYFINDING & PARKING SIGNAGE
DOWNTOWN HATTIESBURG

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



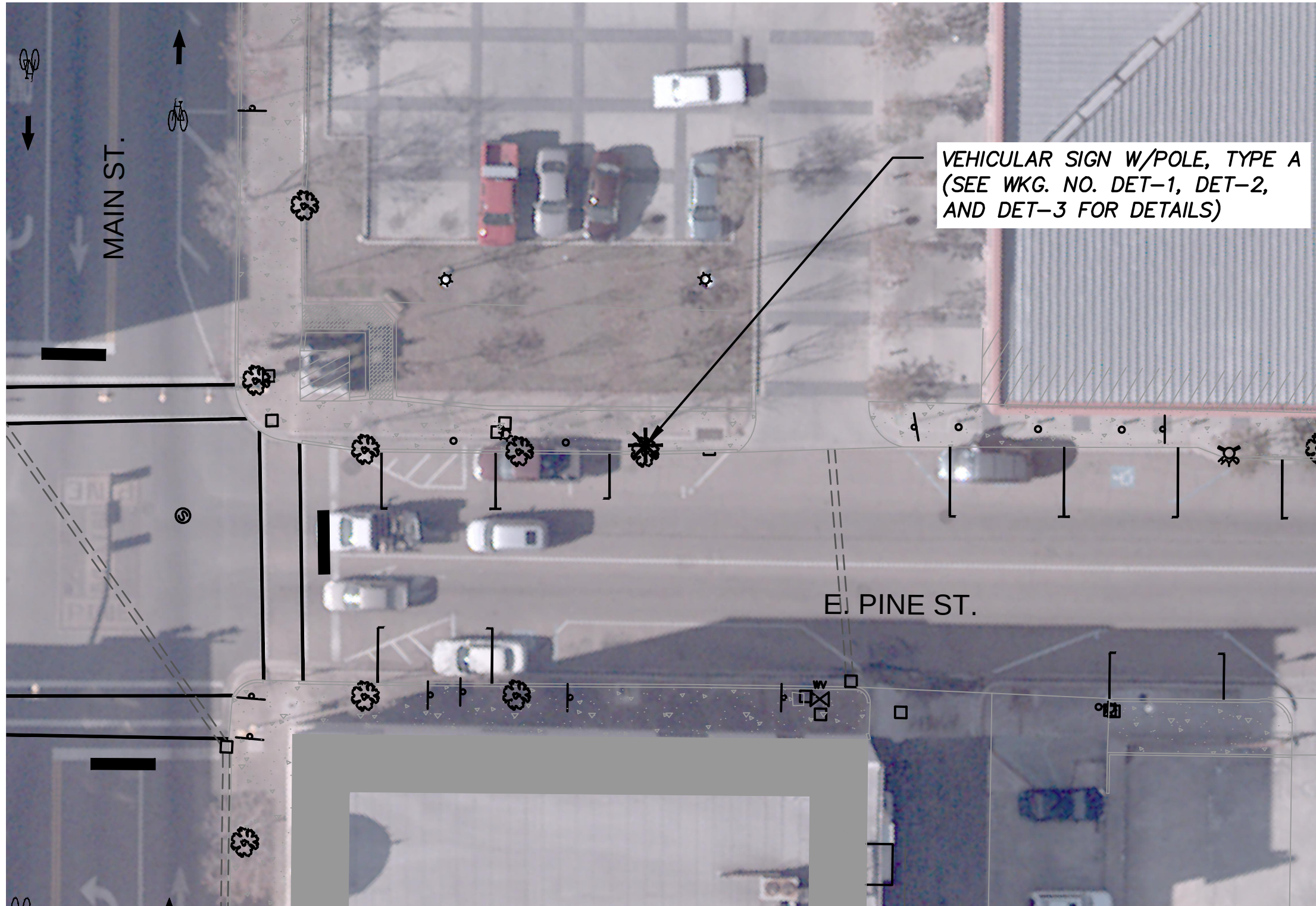
VEHICULAR WAYFINDING SITE PLANS
SIGNS 5-8

WORKING NUMBER:	DRAWING NUMBER:
PLN-2	7 OF 18

✱ PROPOSED SIGN LOCATION

SIGN #9 NOTES

TEXT TO READ (ARROW TO POINT)
LINE 1: Cultural Center (RIGHT)
LINE 2: Forrest County and Justice Court (RIGHT)
LINE 3: Train Depot / Town Square Park (LEFT)
LINE 4: Police Station / Municipal Court (UP)
LINE 5: City Hall / Saenger Theater(UP)

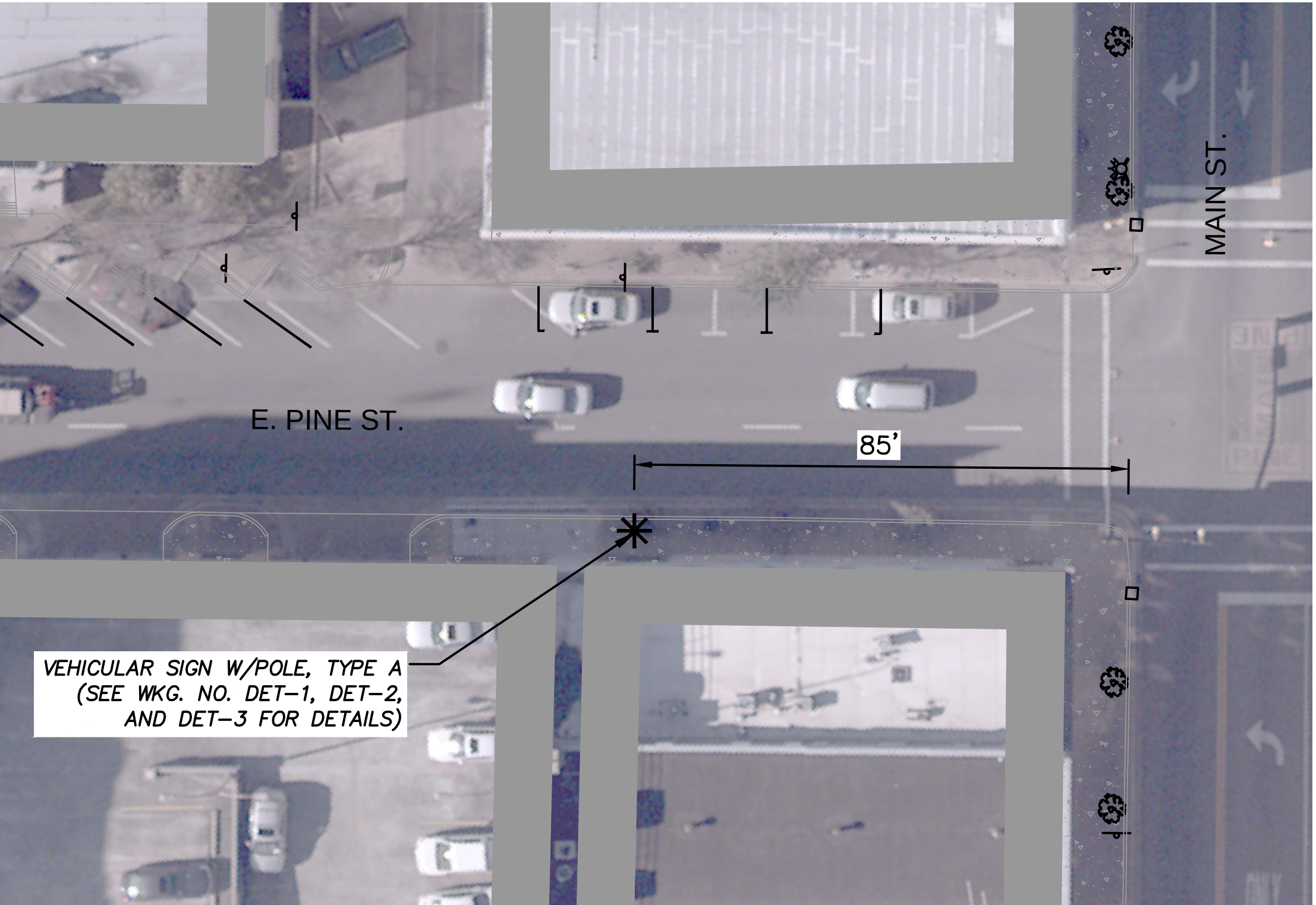


SITE PLAN - SIGN #9
SCALE: 1"=20'

✱ PROPOSED SIGN LOCATION

SIGN #10 NOTES

TEXT TO READ (ARROW TO POINT)
LINE 1: City Hall / Saenger Theater (LEFT)
LINE 2: Jackie Dole Sherrill Community Center (LEFT)
LINE 3: Public Library (UP)
LINE 4: TBD (TBD)
LINE 5: Public Parking (LEFT)

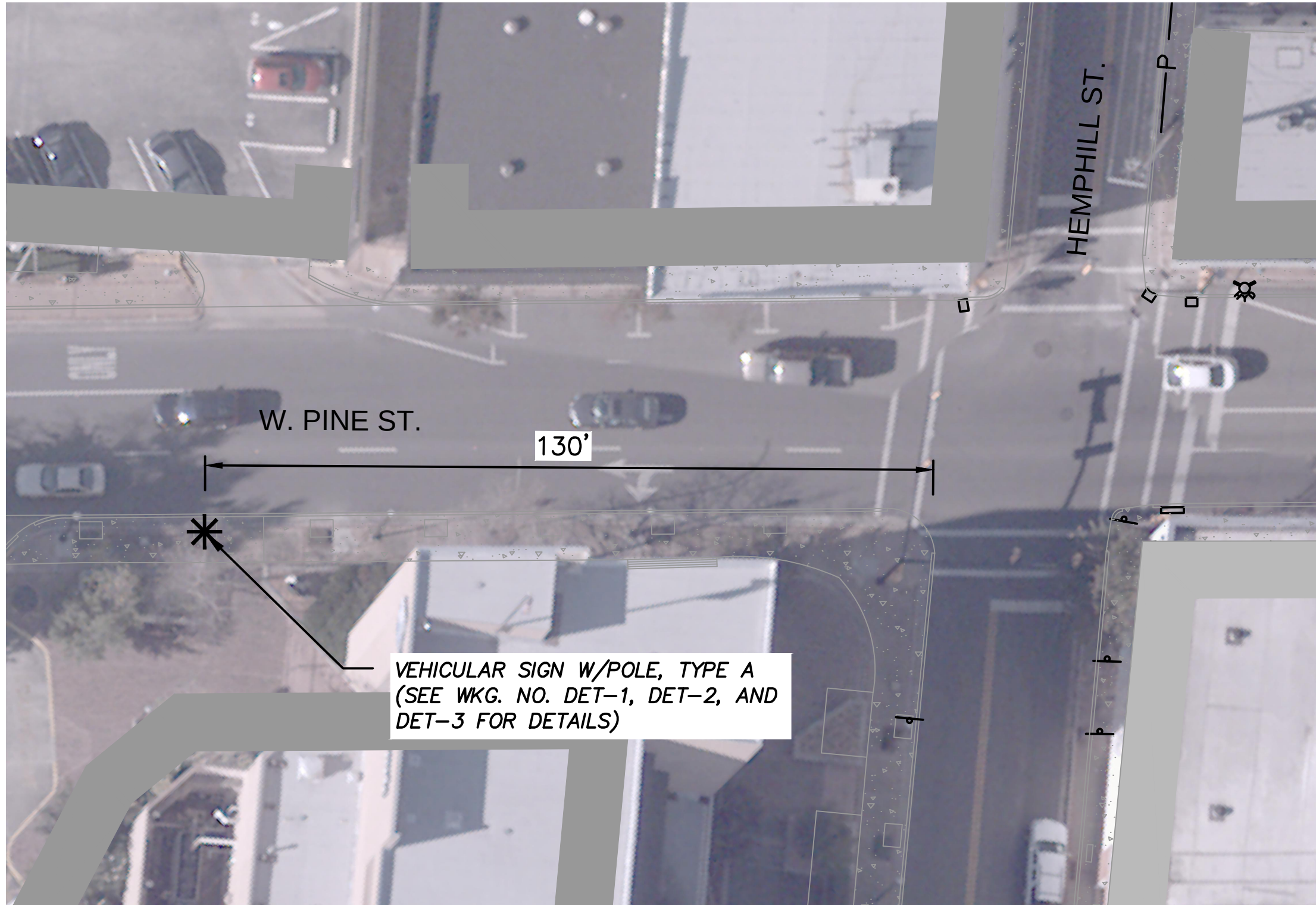


SITE PLAN - SIGN #10
SCALE: 1"=20'

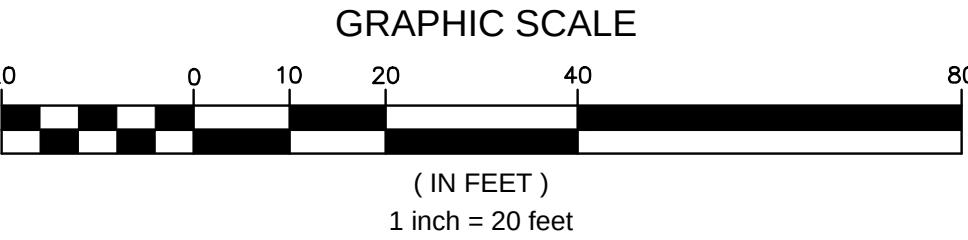
✱ PROPOSED SIGN LOCATION

SIGN #11 NOTES

TEXT TO READ (ARROW TO POINT)
LINE 1: Public Library (Right)
LINE 2: University of Southern Mississippi (Right)
LINE 3: William Carey University (UP)
LINE 4: Downtown District (Left)
LINE 5: Public Parking (Left)



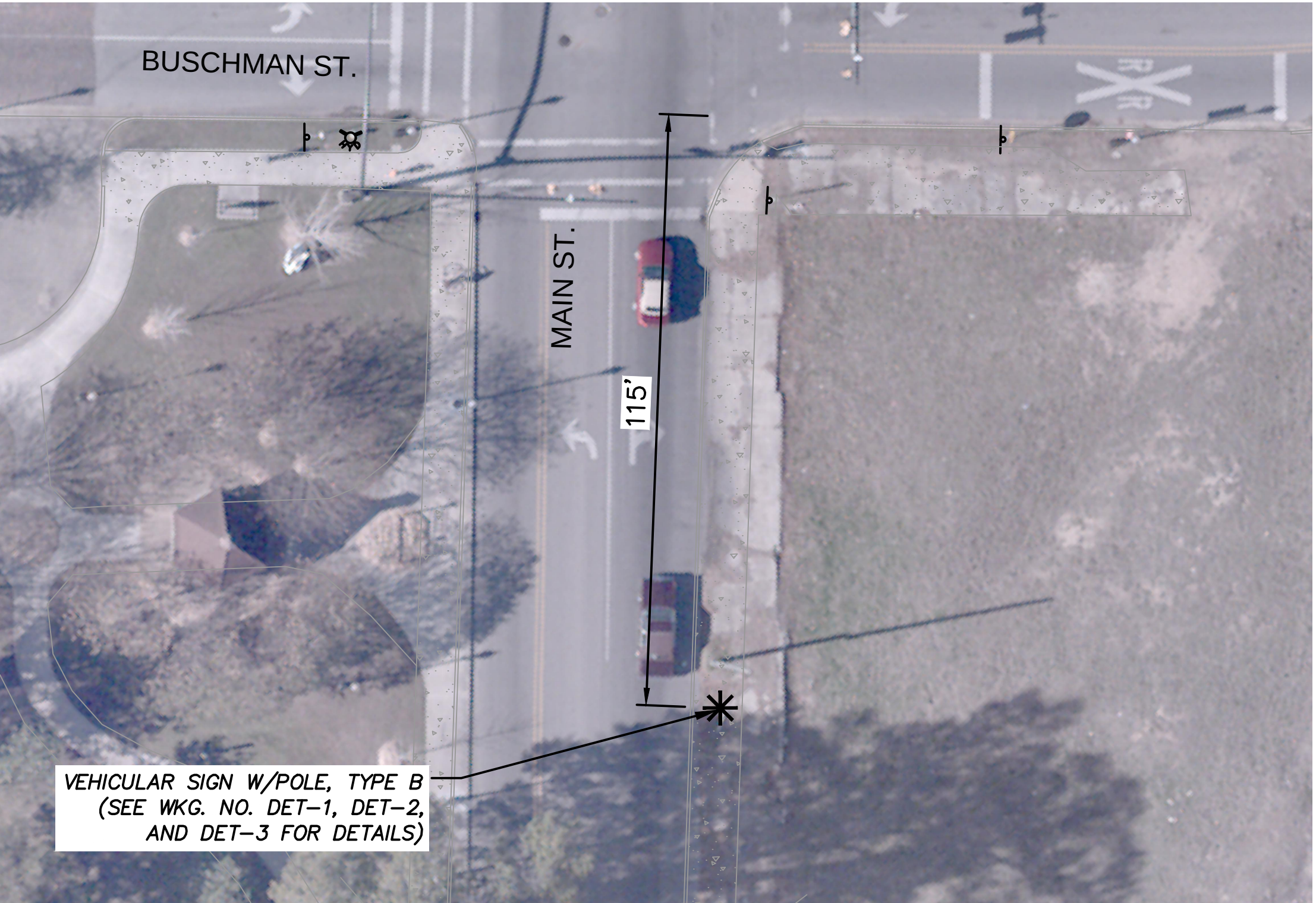
SITE PLAN - SIGN #11
SCALE: 1"=20'



✱ PROPOSED SIGN LOCATION

SIGN #12 NOTES

TEXT TO READ (ARROW TO POINT)
LINE 1: Train Depot (RIGHT)
LINE 2: Town Square Park (LEFT)
LINE 3: 6th Street Museum District (UP)
LINE 4: All Court Buildings (UP)
LINE 5: Public Parking (RIGHT OR LEFT)



SITE PLAN - SIGN #12
SCALE: 1"=20'

NOTICE TO DRAWING HOLDER NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		WAYFINDING & PARKING SIGNAGE DOWNTOWN HATTIESBURG CITY OF HATTIESBURG - FORREST COUNTY HATTIESBURG, MISSISSIPPI	 NEEL-SCHAFER Solutions you can build upon	VEHICULAR WAYFINDING SITE PLANS SIGNS 9-12	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.15561.000			WORKING NUMBER: PLN-3	DRAWING NUMBER: 8 OF 18
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					QA/QC: DAL DATE: 06/2020				

✱ PROPOSED SIGN LOCATION

SIGN #13 NOTES

TEXT TO READ (ARROW TO POINT)
LINE 1: 6TH Street Museum District(UP)
LINE 2: All Court Buildings (UP)
LINE 3: City Hall / Post Office (UP)
LINE 4: Cultural Center (UP)
LINE 5: TBD (TBD)

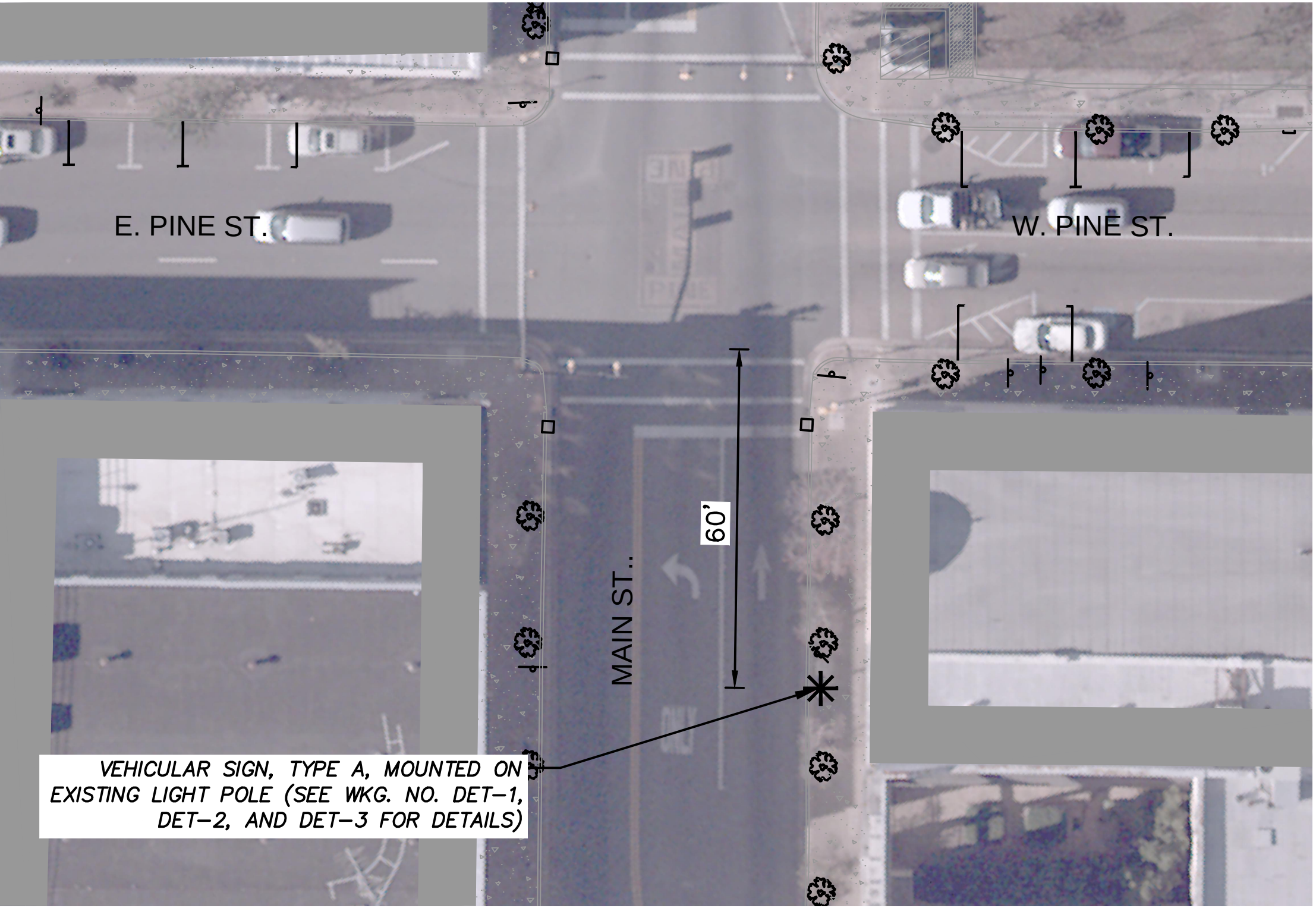


SITE PLAN - SIGN #13
SCALE: 1"=20'

✱ PROPOSED SIGN LOCATION

SIGN #14 NOTES

TEXT TO READ (ARROW TO POINT)
LINE 1: Municipal Court (LEFT)
LINE 2: City Hall (LEFT)
LINE 3: Forrest County Courthouse (UP)
LINE 4: Cultural Center (UP)
LINE 5: 6TH Street Museum District (UP)

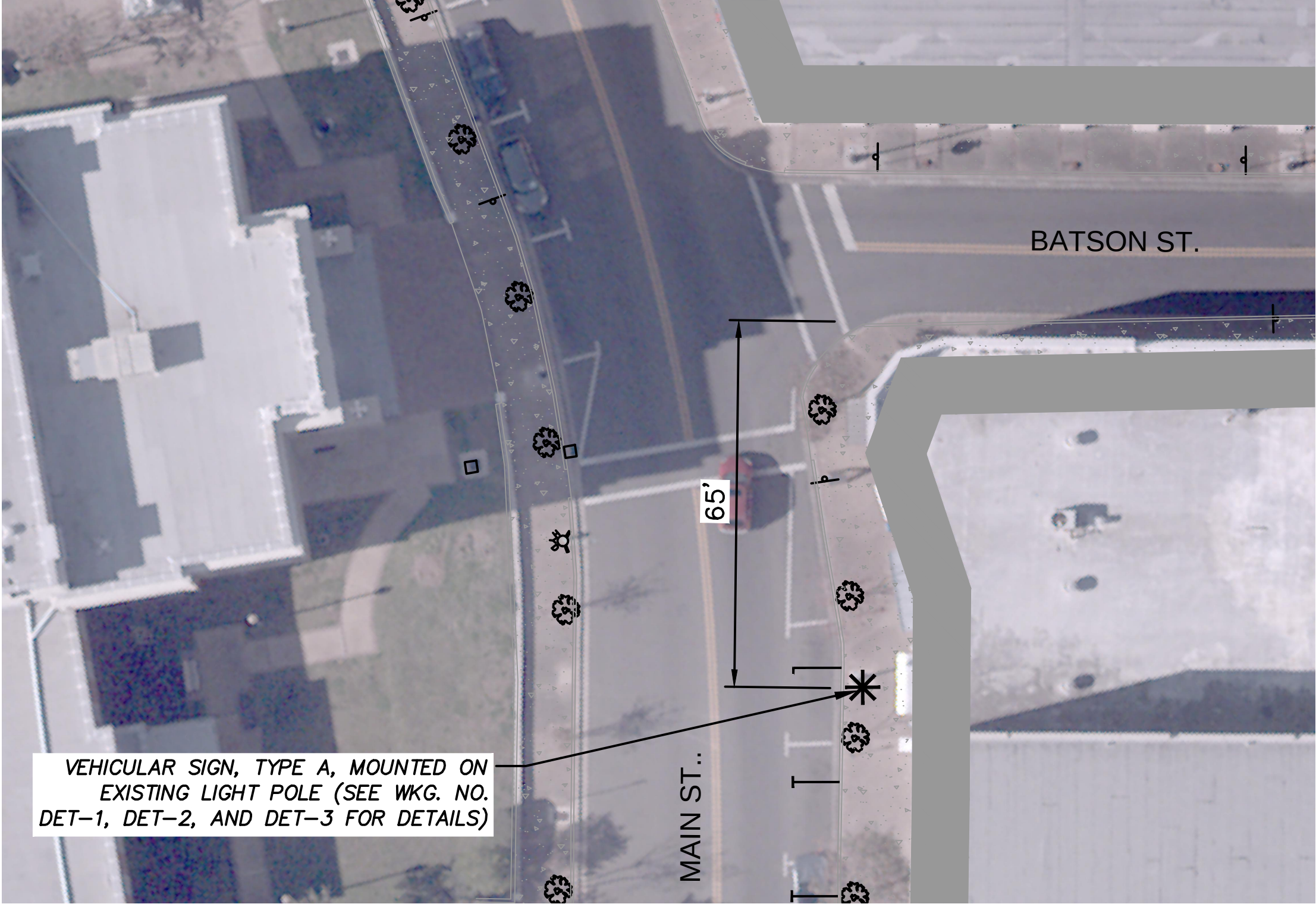


SITE PLAN - SIGN #14
SCALE: 1"=20'

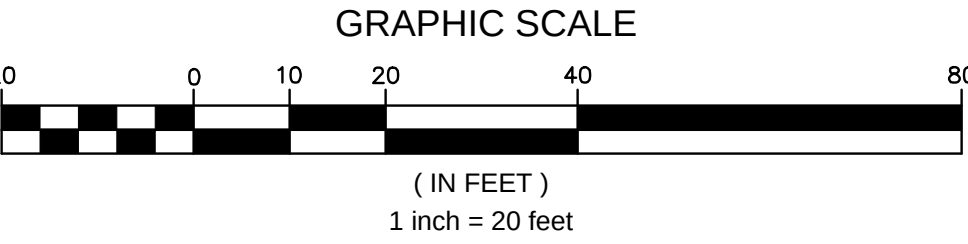
✱ PROPOSED SIGN LOCATION

SIGN #15 NOTES

TEXT TO READ (ARROW TO POINT)
LINE 1: Community Arts Center (UP)
LINE 2: Cultural Center (UP)
LINE 3: Fire Station #1 (UP)
LINE 4: 6TH Street Museum District (UP)
LINE 5: TBD (TBD)



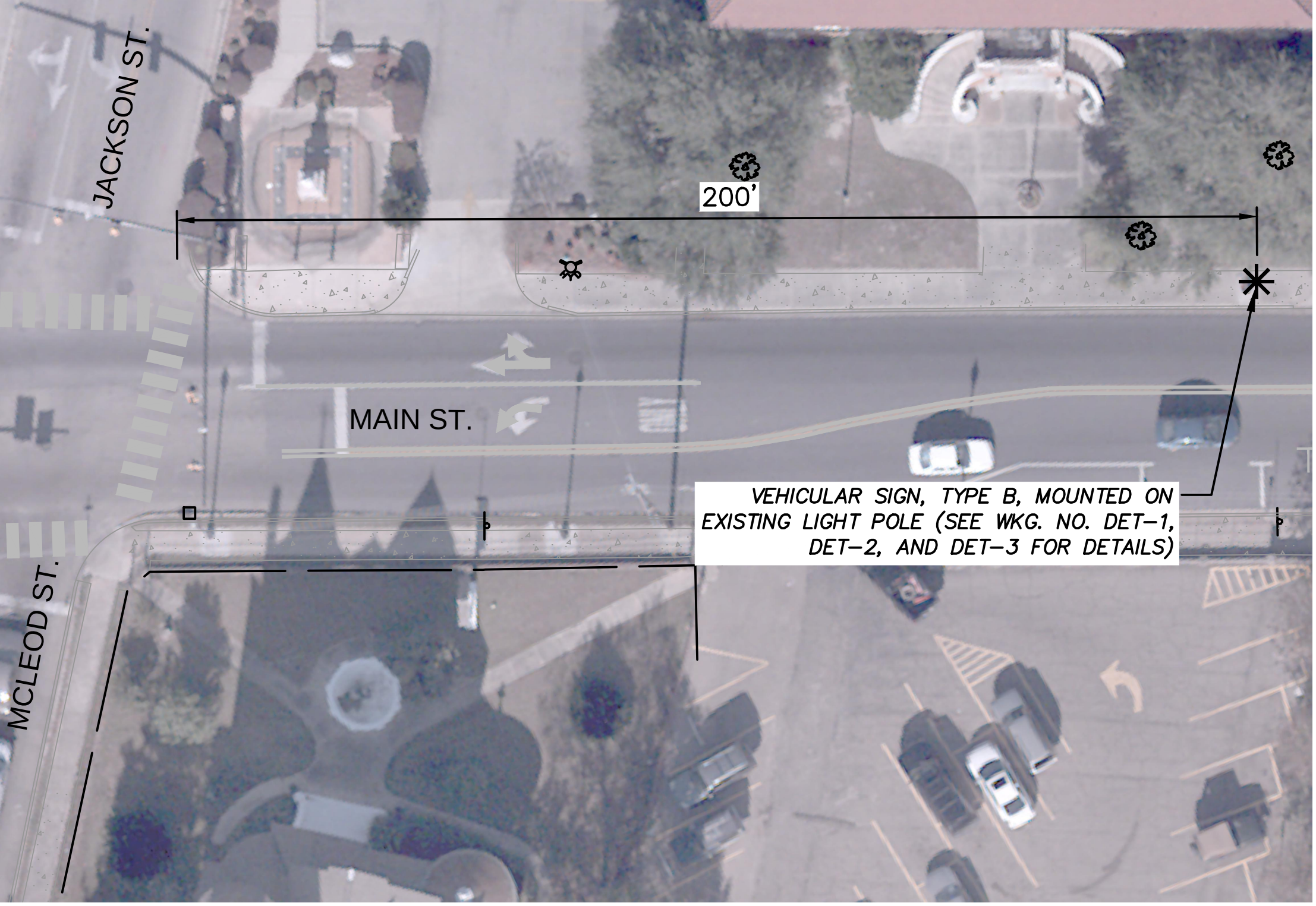
SITE PLAN - SIGN #15
SCALE: 1"=20'



✱ PROPOSED SIGN LOCATION

SIGN #16 NOTES

TEXT TO READ (ARROW TO POINT)
LINE 1: Fire Station #1 (LEFT)
LINE 2: Public Library (LEFT)
LINE 3: 6TH Street Museum District (UP)
LINE 4: TBD (TBD)
LINE 5: TBD (TBD)



SITE PLAN - SIGN #16
SCALE: 1"=20'

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WAYFINDING & PARKING SIGNAGE
DOWNTOWN HATTIESBURG

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



VEHICULAR WAYFINDING SITE PLANS
SIGNS 13-16

WORKING NUMBER:

PLN-4

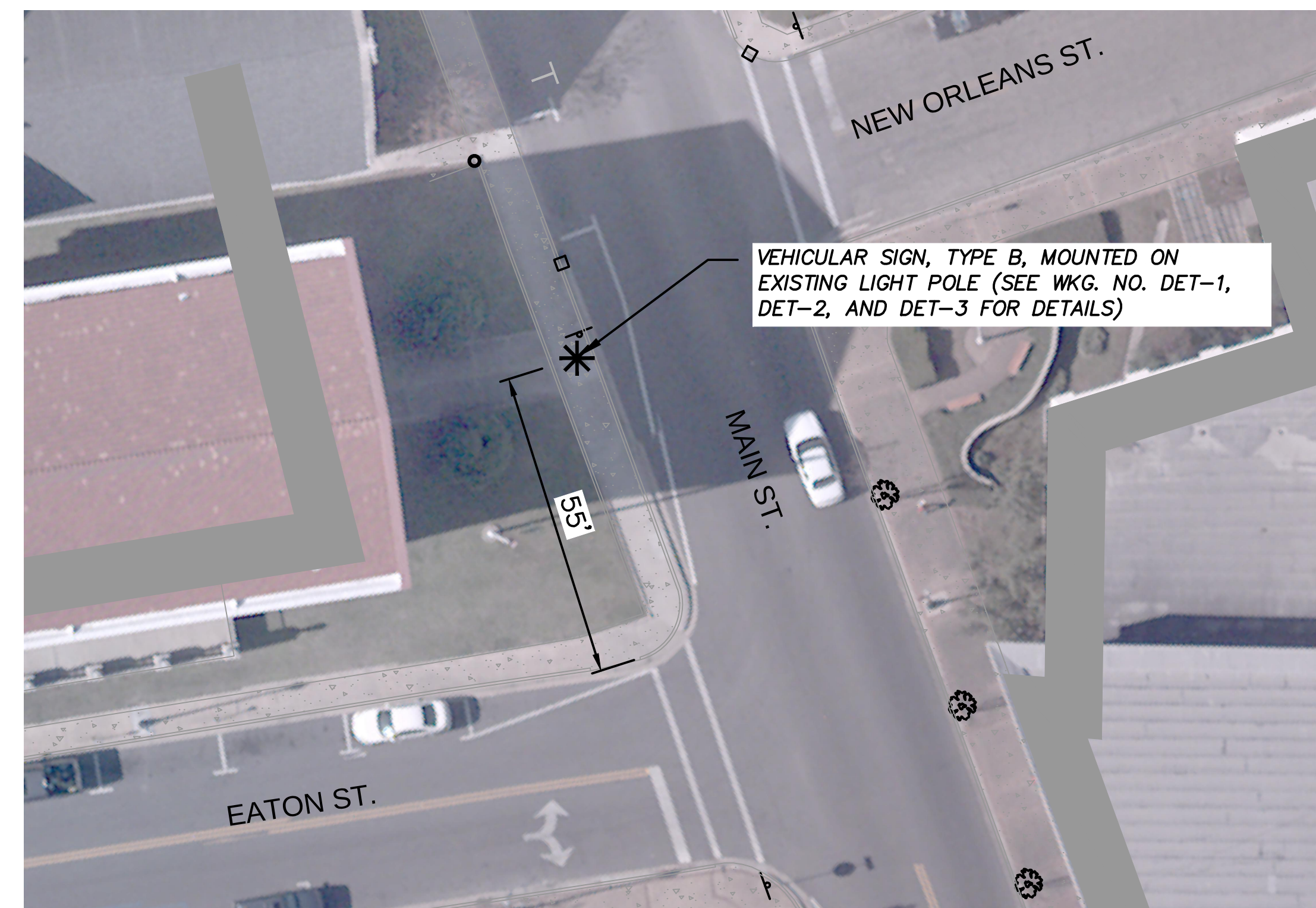
DRAWING NUMBER:

9 OF 18

* PROPOSED SIGN LOCATION

SIGN #18 NOTES

TEXT TO READ (ARROW TO POINT)
 LINE 1: Public Library (RIGHT)
 LINE 2: City Hall / Post Office (UP)
 LINE 3: Saenger Theater (UP)
 LINE 4: Town Square Park (UP)
 LINE 5: TBD (TBD)



SITE PLAN - SIGN #18
SCALE: 1"=20'

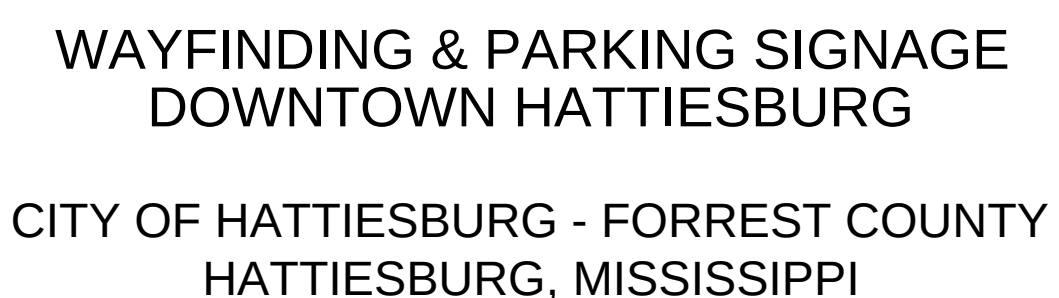
* PROPOSED SIGN LOCATION

SIGN #20 NOTES

TEXT TO READ (ARROW TO POINT)
 LINE 1: Train Depot (LEFT)
 LINE 2: Town Square Park (UP)
 LINE 3: Walthall Park (UP)
 LINE 4: Police Station (UP)
 LINE 5: TBD (TBD)



SITE PLAN - SIGN #20
SCALE: 1"=20'



VEHICULAR WAYFINDING SITE PLANS SIGNS 17-20

DRAWING NUMBER:

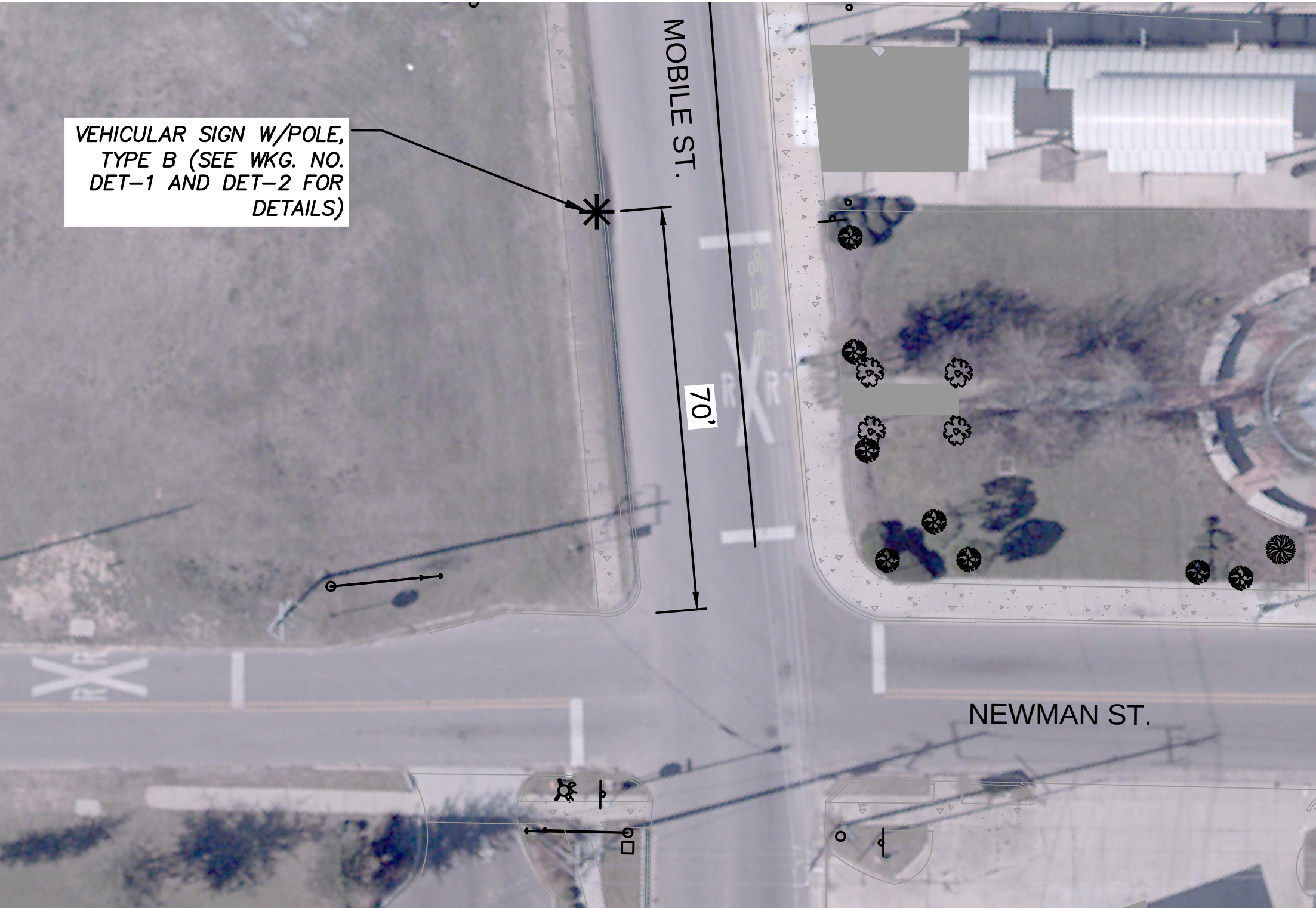
10 OF 18

11 OF 18

✱ PROPOSED SIGN LOCATION

SIGN #25 NOTES

TEXT TO READ (ARROW TO POINT)
LINE 1: Train Depot (LEFT)
LINE 2: Town Square Park / Walthall Park (UP)
LINE 3: Police Station (UP)
LINE 4: TBD (TBD)
LINE 5: Public Parking (LEFT)

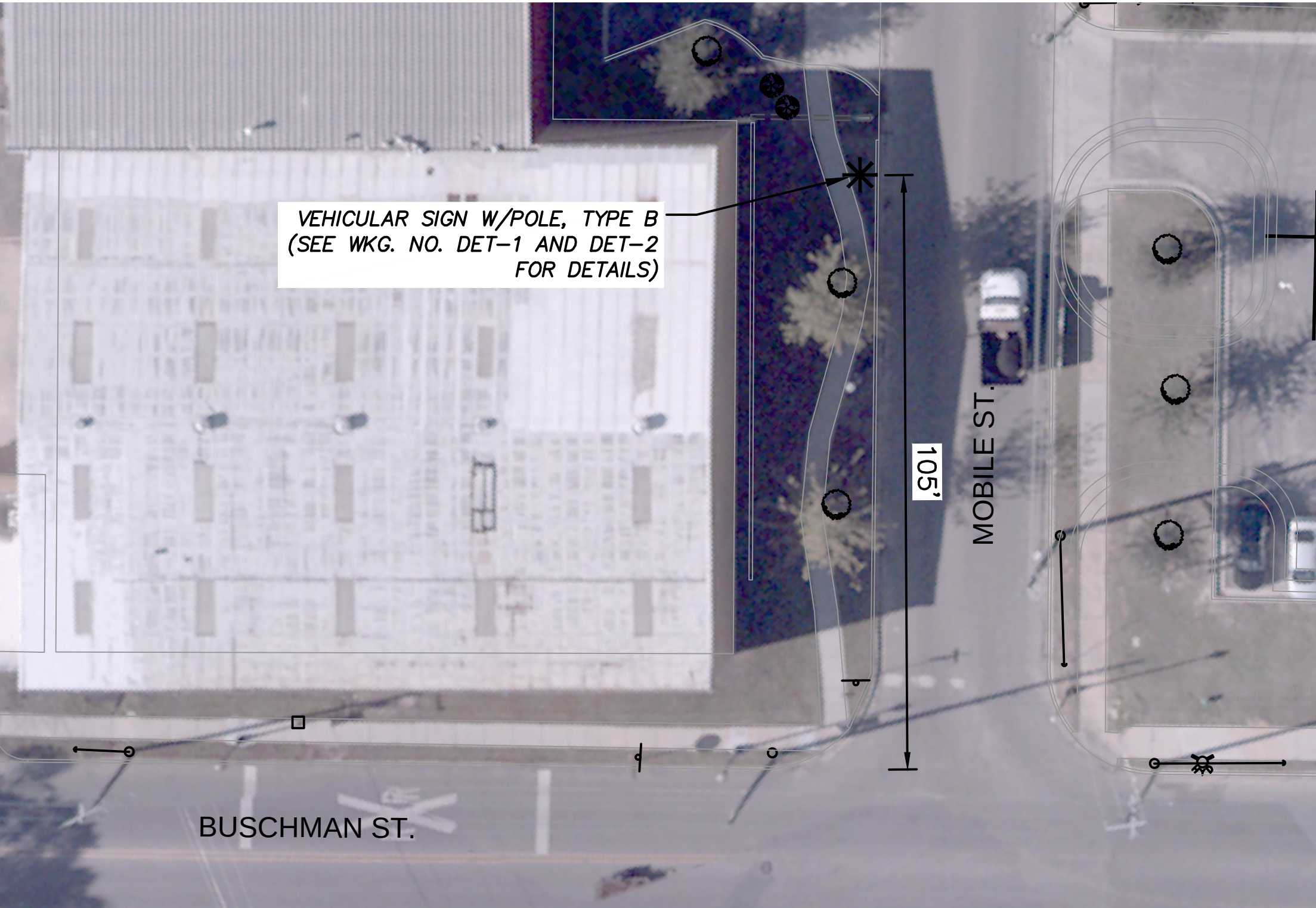


SITE PLAN - SIGN #25
SCALE: 1"=20'

✱ PROPOSED SIGN LOCATION

SIGN #26 NOTES

TEXT TO READ (ARROW TO POINT)
LINE 1: Town Square Park / Walthall Park (RIGHT)
LINE 2: Police Station (RIGHT)
LINE 3: TBD (TBD)
LINE 4: TBD (TBD)
LINE 5: TBD (TBD)

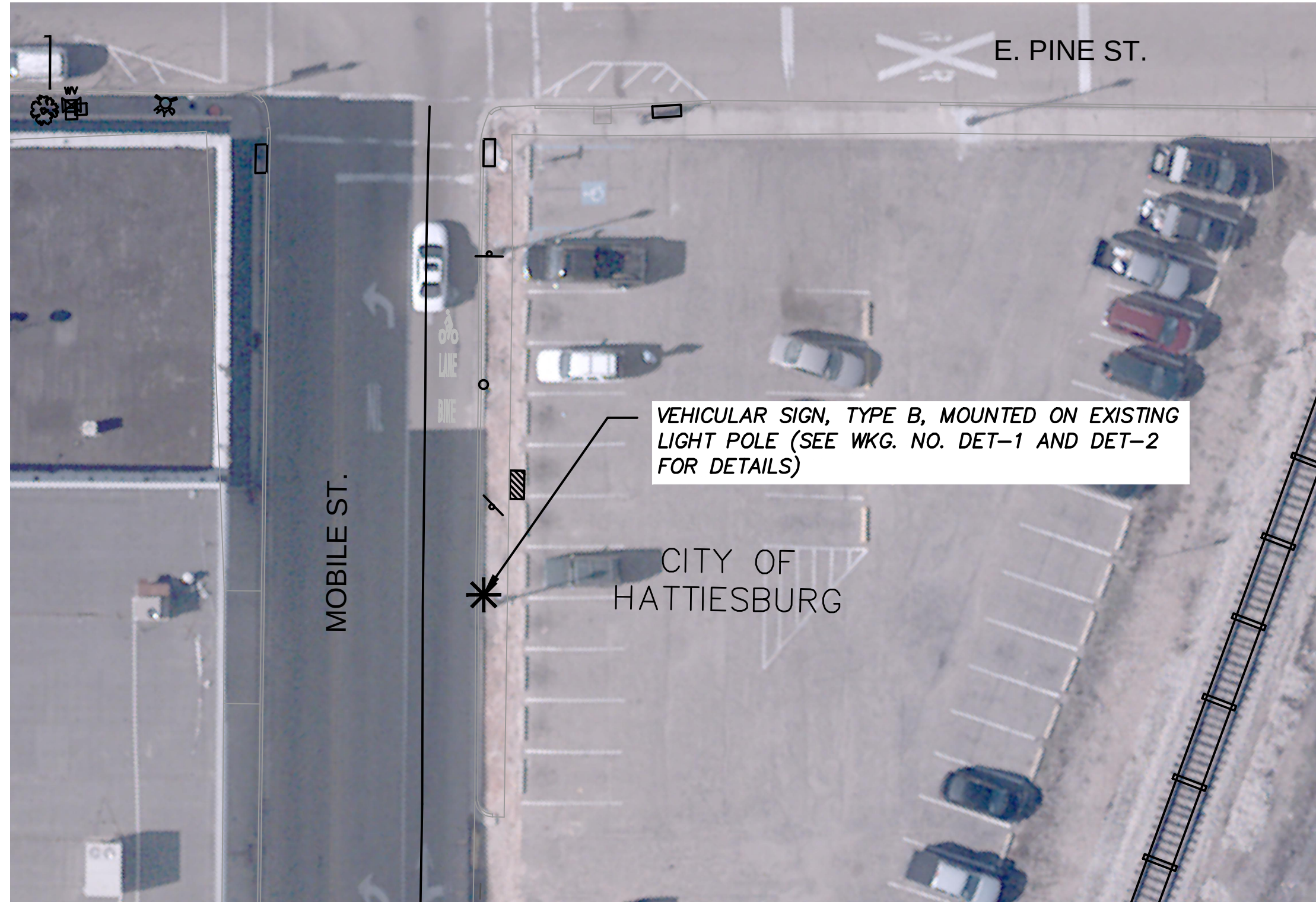


SITE PLAN - SIGN #26
SCALE: 1"=20'

✱ PROPOSED SIGN LOCATION

SIGN #27 NOTES

TEXT TO READ (ARROW TO POINT)
LINE 1: City Hall / Post Office (LEFT)
LINE 2: All Court Buildings (LEFT)
LINE 3: Saenger Theater (LEFT)
LINE 4: Jackie Dole Sherrill Community Center (LEFT)
LINE 5: 6TH Street Museum District (UP)



SITE PLAN - SIGN #27
SCALE: 1"=20'

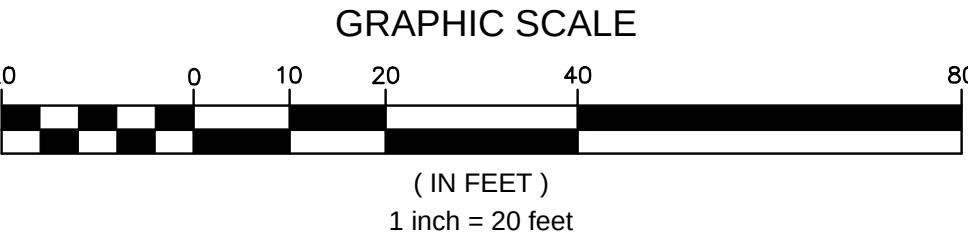
✱ PROPOSED SIGN LOCATION

SIGN #28 NOTES

TEXT TO READ (ARROW TO POINT)
LINE 1: Train Depot (RIGHT)
LINE 2: Longleaf Trace (LEFT OR RIGHT)
LINE 3: C.E. Roy Community Center (UP)
LINE 4: Chain Park (UP)
LINE 5: 6TH Street Museum District (UP)



SITE PLAN - SIGN #28
SCALE: 1"=20'



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WAYFINDING & PARKING SIGNAGE
DOWNTOWN HATTIESBURG

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



VEHICULAR WAYFINDING SITE PLANS
SIGNS 25-28

WORKING NUMBER:

PLN-7

DRAWING NUMBER:

12 OF 18

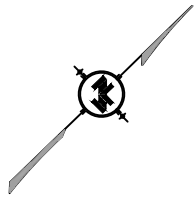
✱ PROPOSED SIGN LOCATION

SIGN #29 NOTES

TEXT TO READ (ARROW TO POINT)
LINE 1: 6TH Street Museum District (LEFT)
LINE 2: Longleaf Trace Access Point (LEFT)
LINE 3: Chain Park (UP)
LINE 4: TBD (TBD)
LINE 5: TBD (TBD)



SITE PLAN - SIGN #29
SCALE: 1"=20'



NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		WAYFINDING & PARKING SIGNAGE DOWNTOWN HATTIESBURG CITY OF HATTIESBURG - FORREST COUNTY HATTIESBURG, MISSISSIPPI		NEEL-SCHAFFER Solutions you can build upon	VEHICULAR WAYFINDING SITE PLANS SIGN 29 WORKING NUMBER: PLN-8 DRAWING NUMBER: 13 OF 18	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.15561.000					
					FILENAME: 15561_PLAN-SHEETS.dwg					
					SCALE: AS SHOWN					
					SURVEYED BY: NA					
					DSGN: DAL DATE: 03/2020					
					DRWN: DAL DATE: 03/2020					
					CHKD: DAL DATE: 06/2020					
				QA/QC: DAL DATE: 06/2020						

* PROPOSED SIGN LOCATION

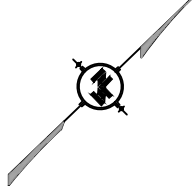
PARKING SIGN #1 NOTES

SIGN TO POINT TOWARDS PARKING LOT AT 90 DEGREE ANGLE TO ROAD

NOTE: ALL SIGN LOCATIONS SHOWN ARE APPROXIMATE. VERIFY EXISTING CONDITIONS AND FOLLOW SIGN PLACEMENT REQUIREMENTS AS AND WHERE REQUIRED BY MDOT COMMUNITY WAYFINDING GUIDE AND MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) 2009 EDITION. CONTRACTOR IS REQUIRED TO VERIFY FINAL PLACEMENT OF SIGNS WITH PROJECT LANDSCAPE ARCHITECT BEFORE FINAL INSTALLATION.



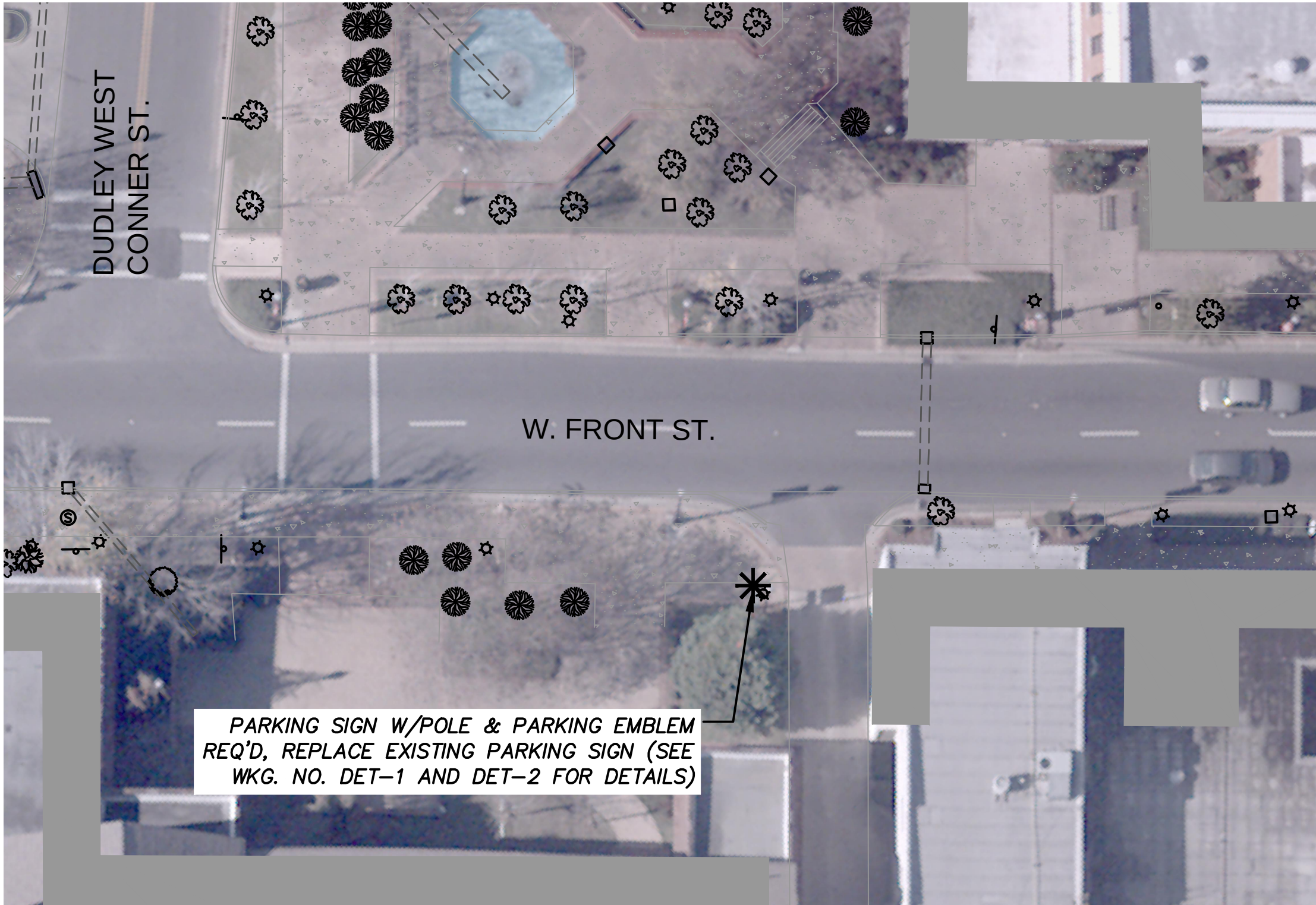
SITE PLAN - PARKING SIGN #1
SCALE: 1"=20'



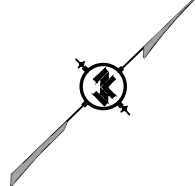
* PROPOSED SIGN LOCATION

PARKING SIGN #2 NOTES

SIGN TO POINT TOWARDS PARKING LOT AT 90 DEGREE ANGLE TO ROAD



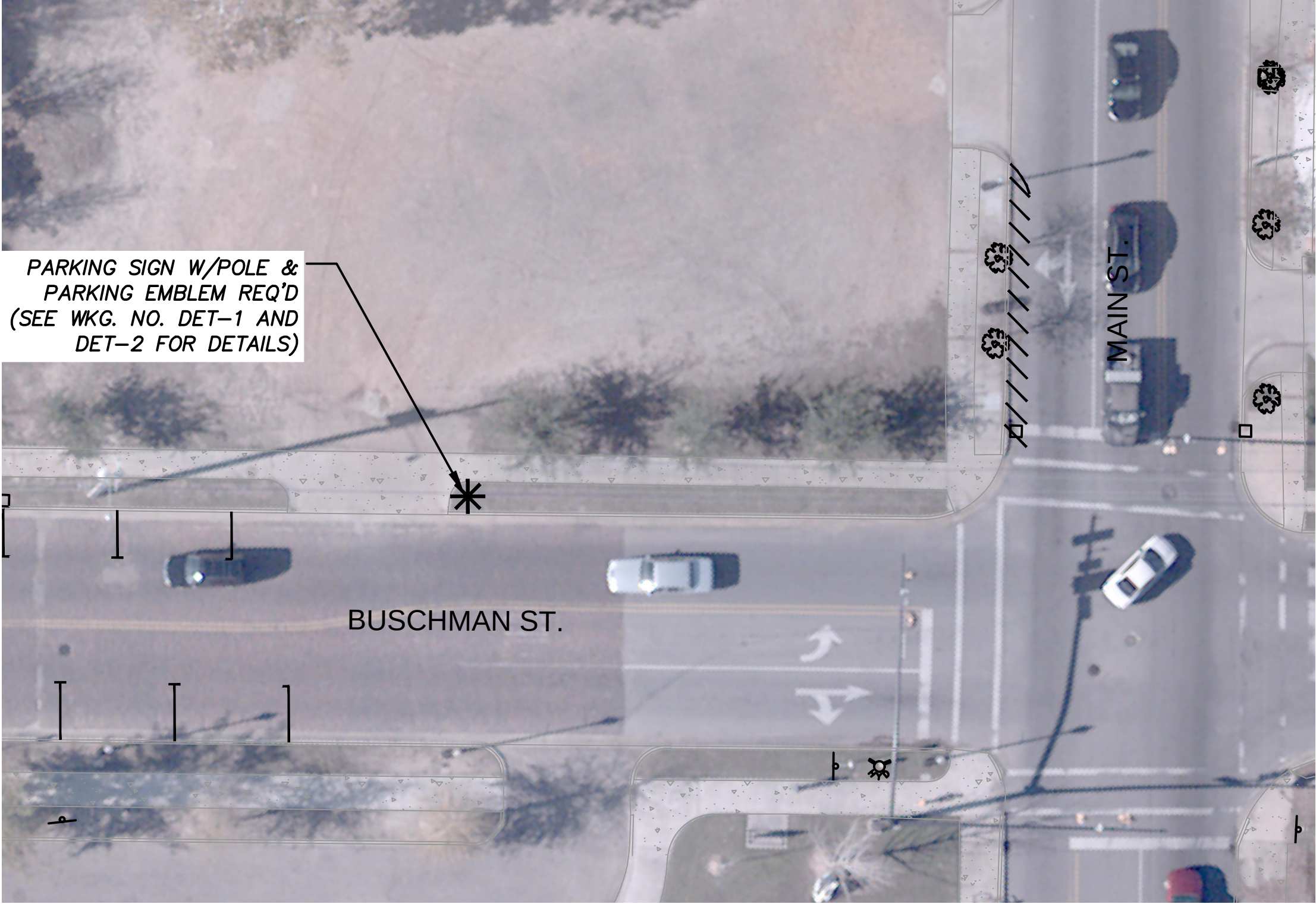
SITE PLAN - PARKING SIGN #2
SCALE: 1"=20'



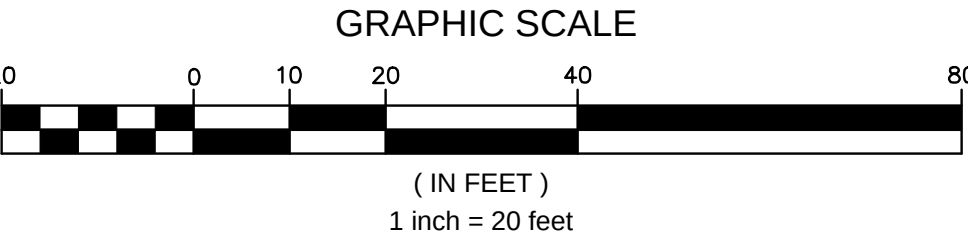
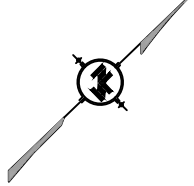
* PROPOSED SIGN LOCATION

PARKING SIGN #3 NOTES

SIGN TO POINT TOWARDS PARKING LOT AT 90 DEGREE ANGLE TO ROAD



SITE PLAN - PARKING SIGN #3
SCALE: 1"=20'



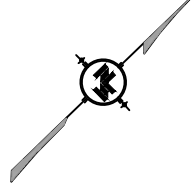
* PROPOSED SIGN LOCATION

PARKING SIGN #4 NOTES

SIGN TO POINT TOWARDS PARKING LOT AT 90 DEGREE ANGLE TO ROAD



SITE PLAN - PARKING SIGN #4
SCALE: 1"=20'



NOTICE TO DRAWING HOLDER				REVISIONS		DRAWING INFORMATION	
NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.				NO.	DATE	BY	DESCRIPTION
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							SURVEYED BY: NA
							DSGN: DAL DATE: 03/2020
							DRWN: DAL DATE: 03/2020
							CHKD: DAL DATE: 06/2020
							QA/QC: DAL DATE: 06/2020

WAYFINDING & PARKING SIGNAGE
DOWNTOWN HATTIESBURG

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



PARKING SIGN SITE PLANS
SIGNS 1-4

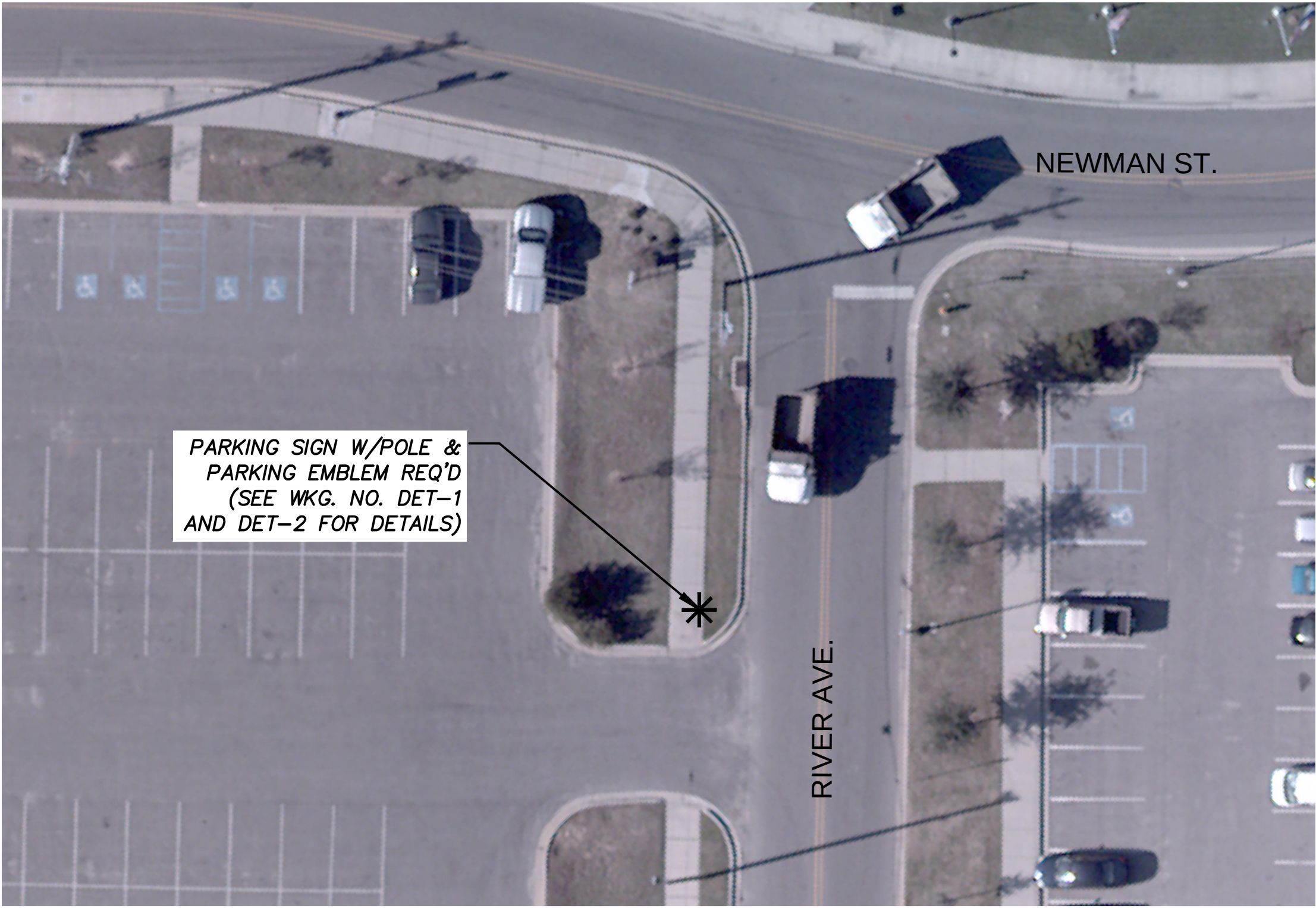
WORKING NUMBER:	DRAWING NUMBER:
PLN-9	14 OF 18

✱ PROPOSED SIGN LOCATION

PARKING SIGN #5 NOTES

SIGN TO POINT TOWARDS PARKING LOT AT 90 DEGREE ANGLE TO ROAD

NOTE: ALL SIGN LOCATIONS SHOWN ARE APPROXIMATE. VERIFY EXISTING CONDITIONS AND FOLLOW SIGN PLACEMENT REQUIREMENTS AS AND WHERE REQUIRED BY MDOT COMMUNITY WAYFINDING GUIDE AND MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) 2009 EDITION. CONTRACTOR IS REQUIRED TO VERIFY FINAL PLACEMENT OF SIGNS WITH PROJECT LANDSCAPE ARCHITECT BEFORE FINAL INSTALLATION.



SITE PLAN - PARKING SIGN #5
SCALE: 1"=20'

✱ PROPOSED SIGN LOCATION

PARKING SIGN #6 NOTES

SIGN TO POINT TOWARDS PARKING LOT AT 90 DEGREE ANGLE TO ROAD



SITE PLAN - PARKING SIGN #6
SCALE: 1"=20'

✱ PROPOSED SIGN LOCATION

PARKING SIGN #7 NOTES

SIGN TO POINT TOWARDS PARKING LOT AT 90 DEGREE ANGLE TO ROAD



SITE PLAN - PARKING SIGN #7
SCALE: 1"=20'

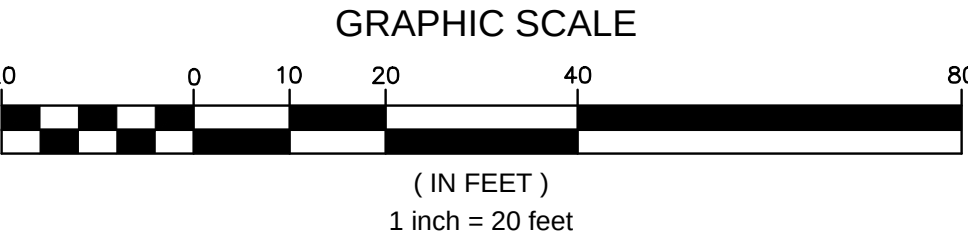
✱ PROPOSED SIGN LOCATION

PARKING SIGN #8 NOTES

SIGN TO POINT TOWARDS PARKING LOT AT 90 DEGREE ANGLE TO ROAD



SITE PLAN - PARKING SIGN #8
SCALE: 1"=20'



NOTICE TO DRAWING HOLDER
NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

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			SCALE: AS SHOWN	
			SURVEYED BY: NA	
			DSGN: DAL DATE: 03/2020	
			DRWN: DAL DATE: 03/2020	
			CHKD: DAL DATE: 06/2020	
			QA/QC: DAL DATE: 06/2020	

WAYFINDING & PARKING SIGNAGE
DOWNTOWN HATTIESBURG

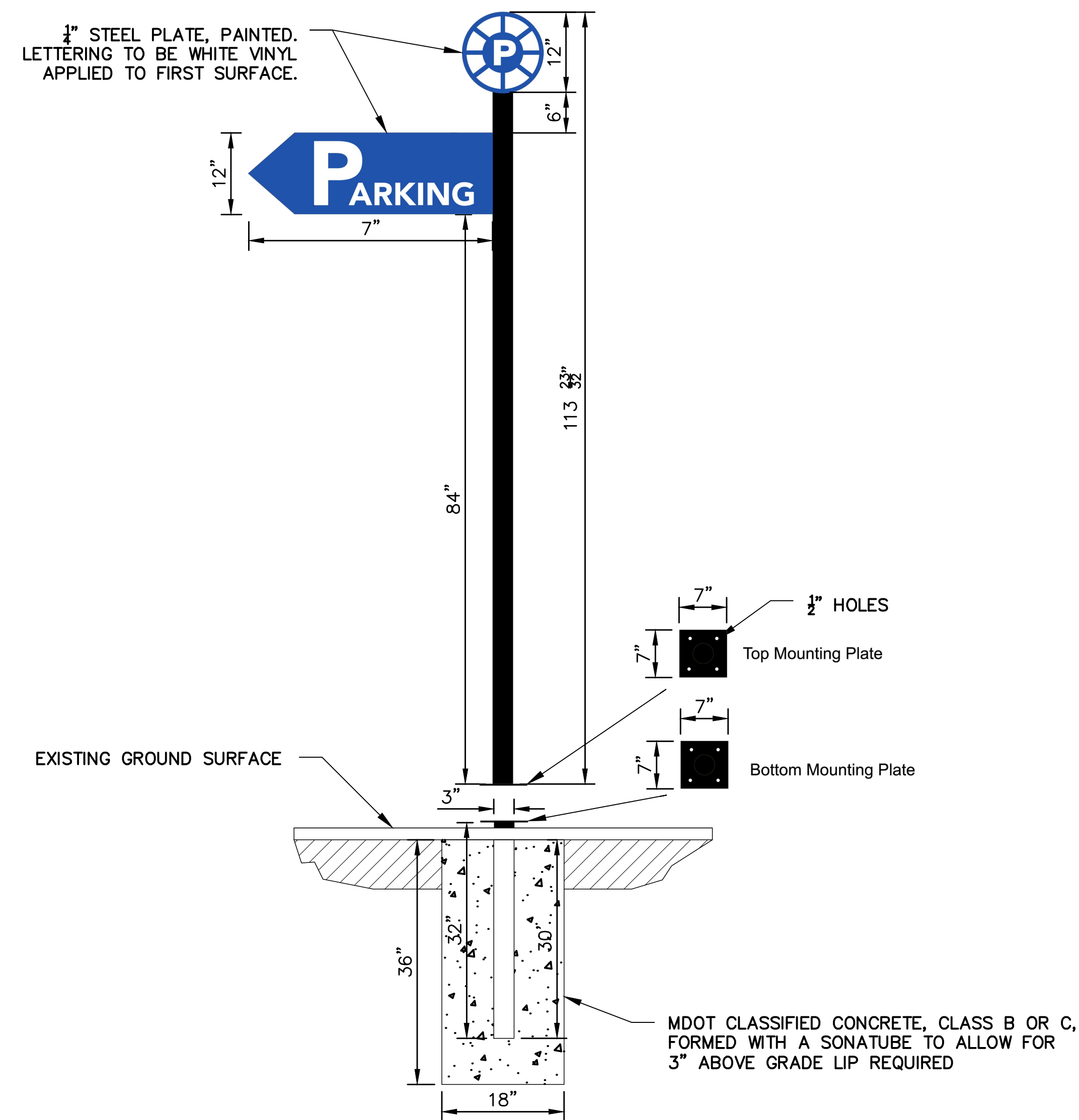
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



PARKING SIGN SITE PLANS
SIGNS 5-8

WORKING NUMBER:	DRAWING NUMBER:
PLN-10	15 OF 18

WAYFINDING SIGNAGE



PARKING SIGN WITH PARKING EMBLEM - DETAIL (TYP.)

NOT TO SCALE

NOTE: FOR ALL PARKING SIGNS

	TAX ASSESSOR & COLLECTOR BUILDING
	FEDERAL BUILDING
	JUSTICE, CIRCUIT & CHANCERY COURTS
	TRAIN DEPOT & CULTURAL CENTER
	TOWN SQUARE PARK
	PUBLIC PARKING

	FORREST COUNTY COURTHOUSE
	CITY HALL
	JACKIE DOLE SHERRILL COMMUNITY CENTER
	SAENGER THEATER & HBURG ARTS CENTER
	CHAIN PARK
	PUBLIC PARKING

FONT: AVENIR HEAVY

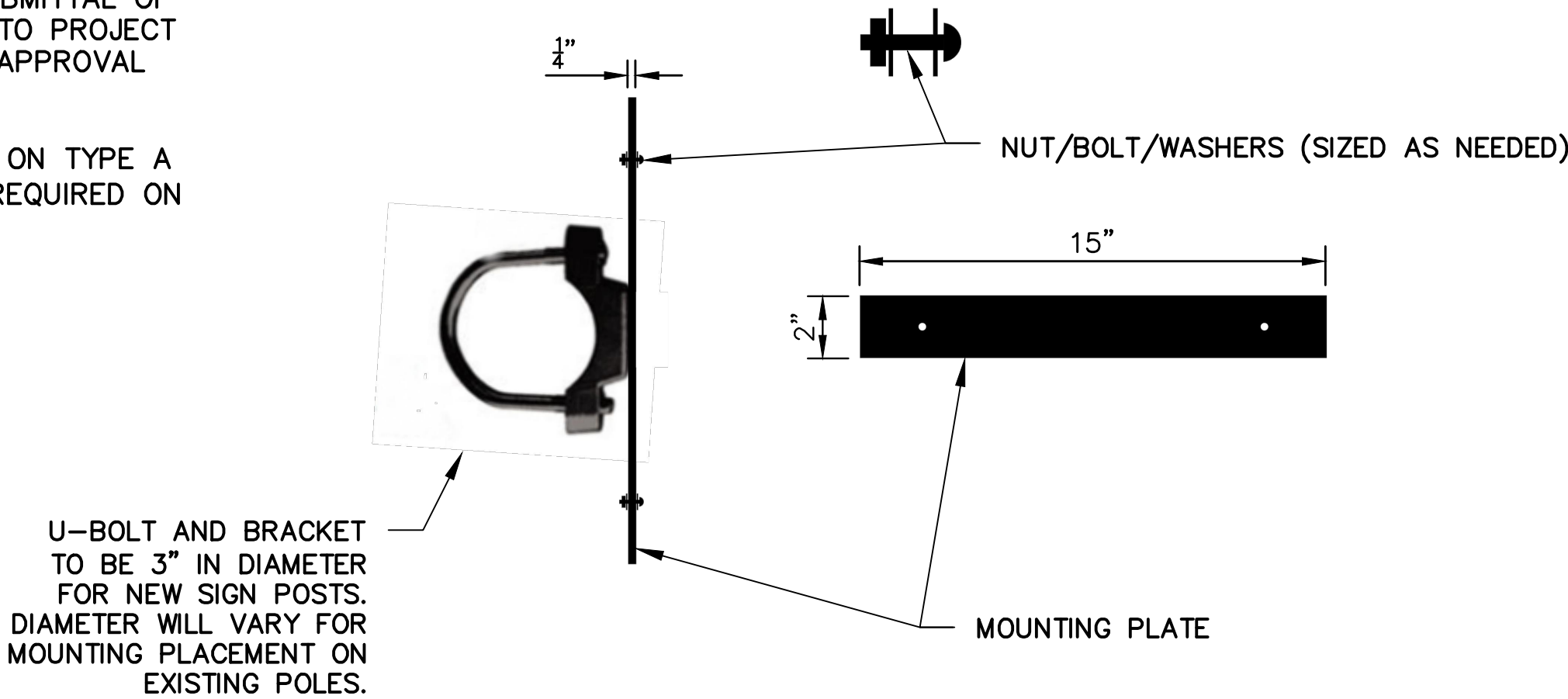
PANTONE COLOR PALETTE AND COLOR KEY	FED? /OTHER	CITY& COUNTY	ATTRACTIONS	PARKS	PARKING
	432 C	3155C	187	361C	286C

VEHICULAR SIGN - LETTERING AND COLORING DETAILS (TYP.)

NOT TO SCALE

NOTES:

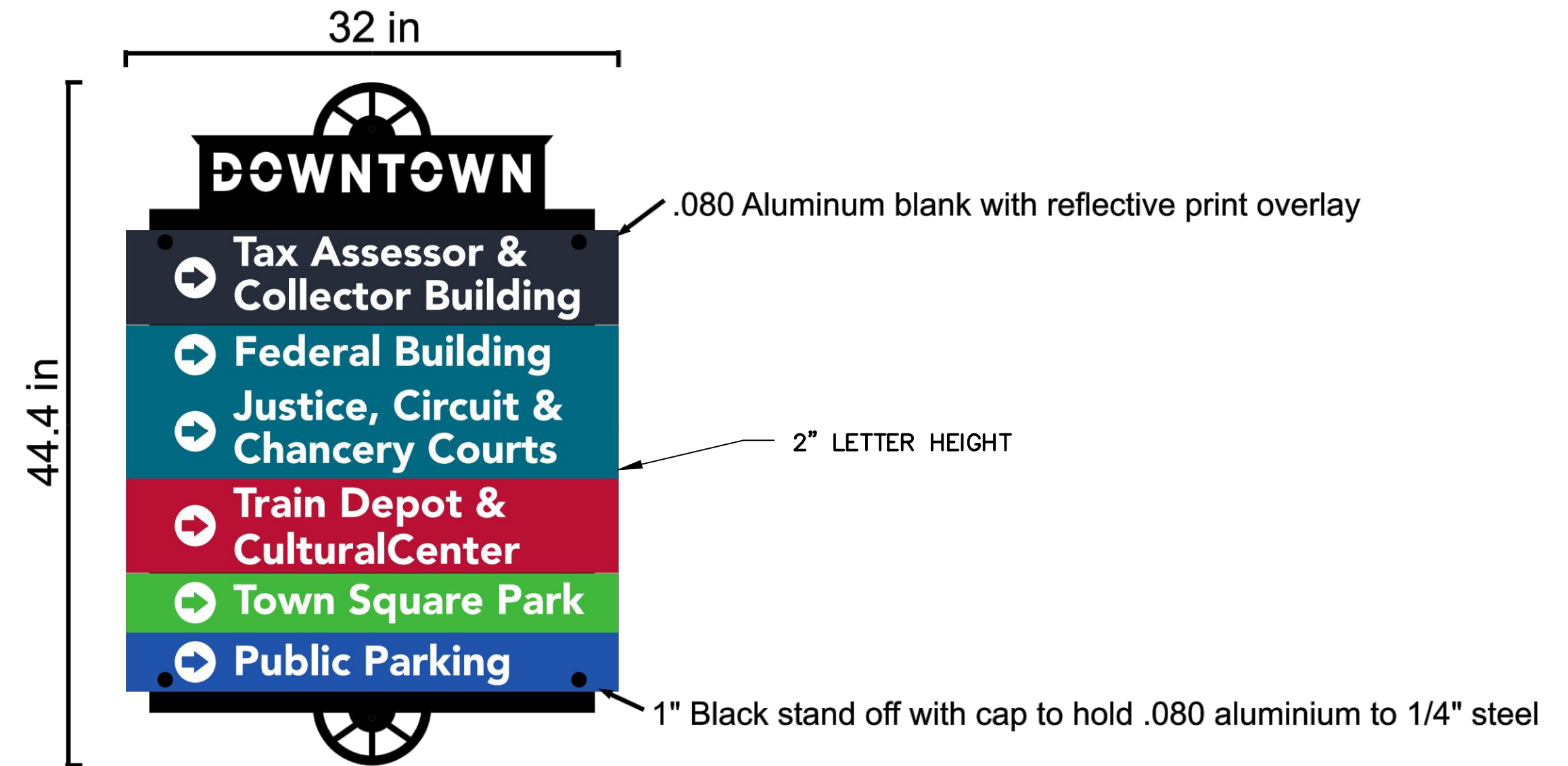
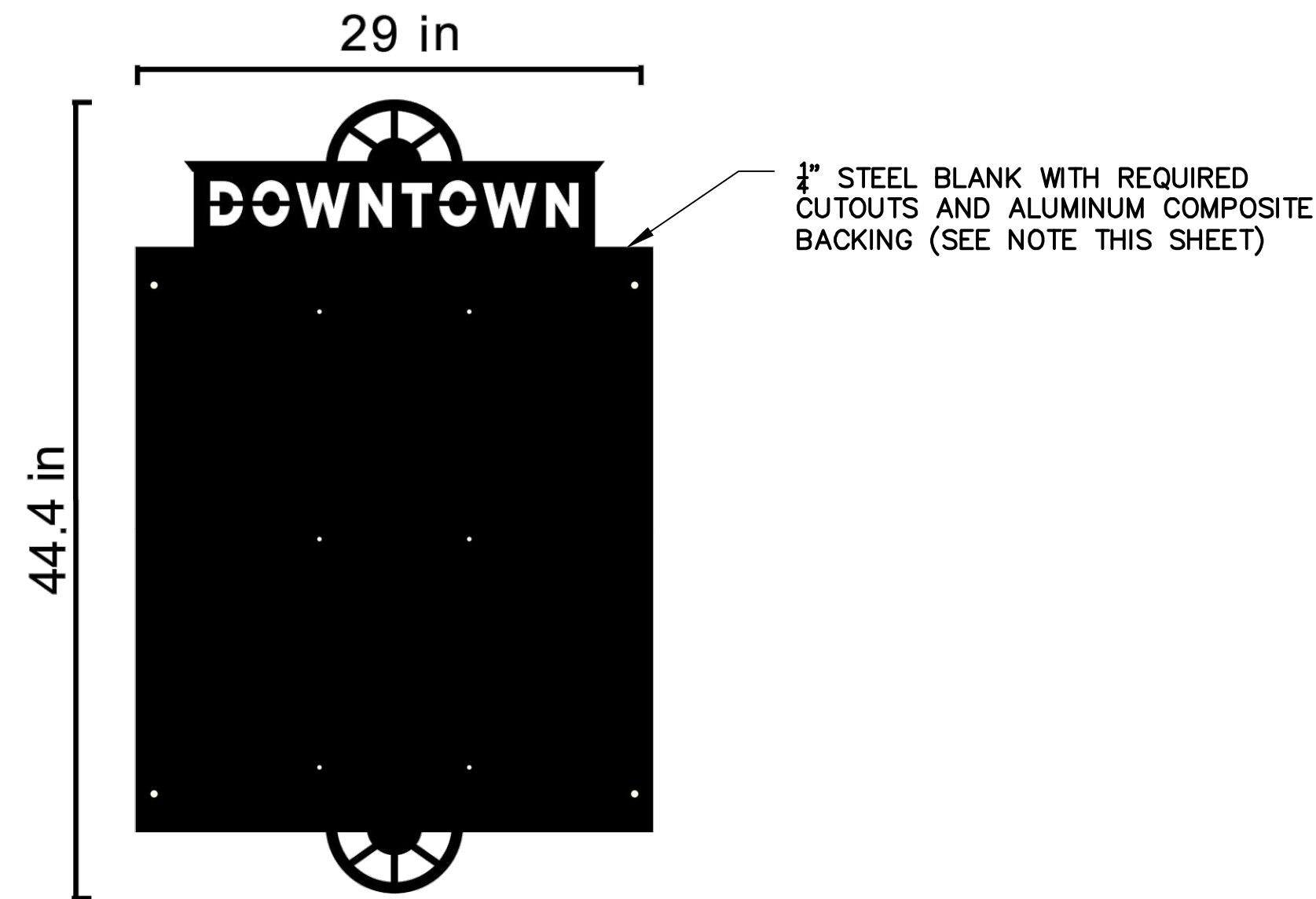
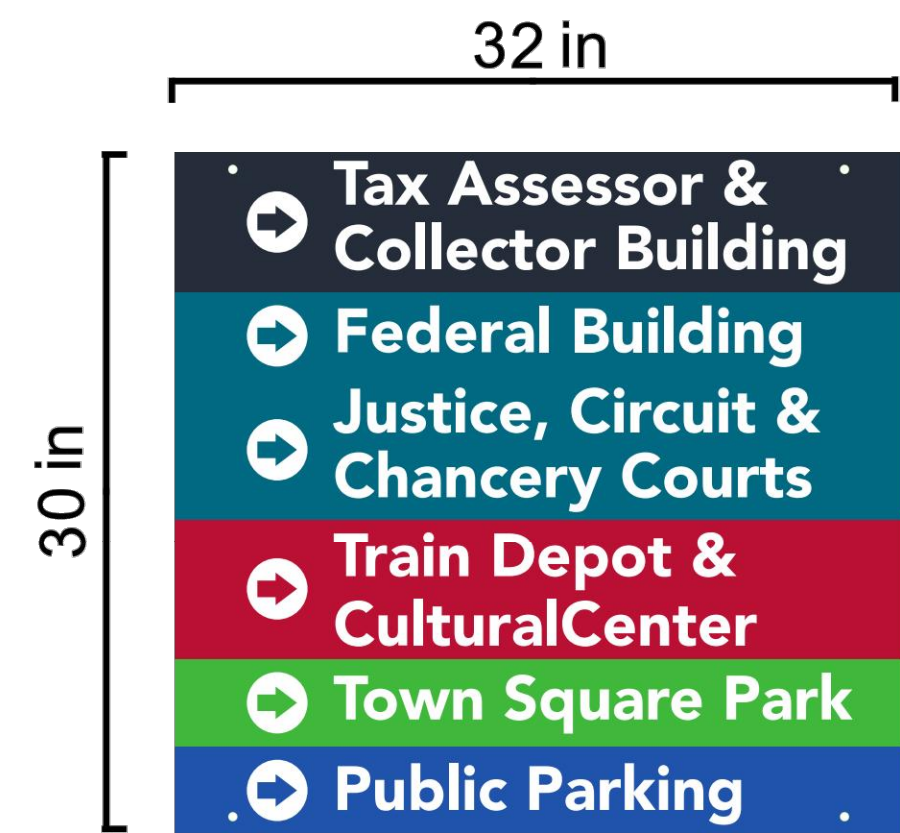
1. FINAL SIGN GRAPHICS, INCLUDING TEXT AND COLOR PALETTE, TO BE APPROVED BY CITY OF HATTIESBURG AT TIME OF CONSTRUCTION. SUBMITTAL REQUIRED (COST ABSORBED).
2. CONTRACTOR TO PROVIDE SUBMITTAL OF EXAMPLE WAY FINDING SIGN TO PROJECT LANDSCAPE ARCHITECT FOR APPROVAL BEFORE INSTALLATION.
3. 2" LETTER HEIGHT REQUIRED ON TYPE A SIGNS. 2.5" LETTER HEIGHT REQUIRED ON TYPE B SIGNS.



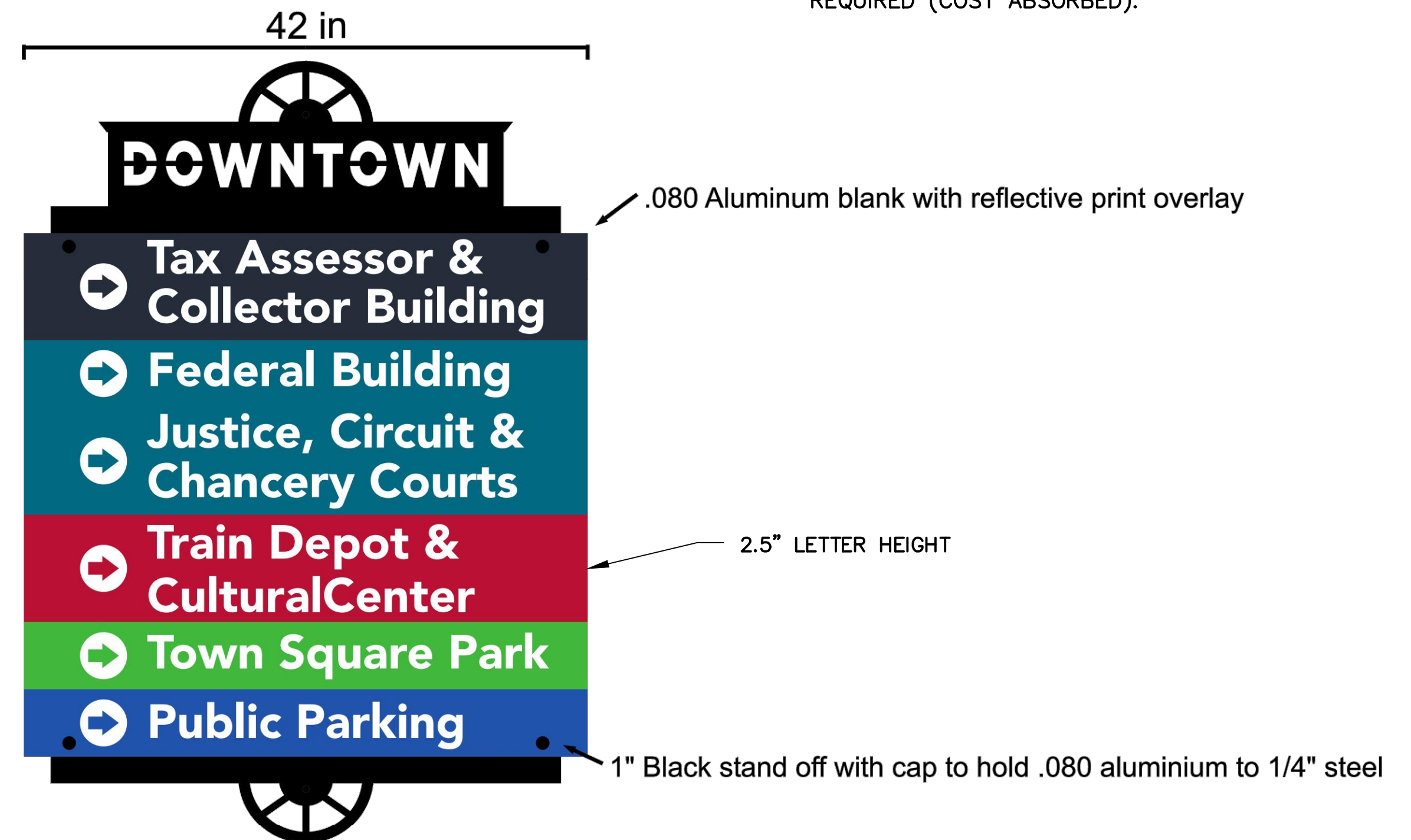
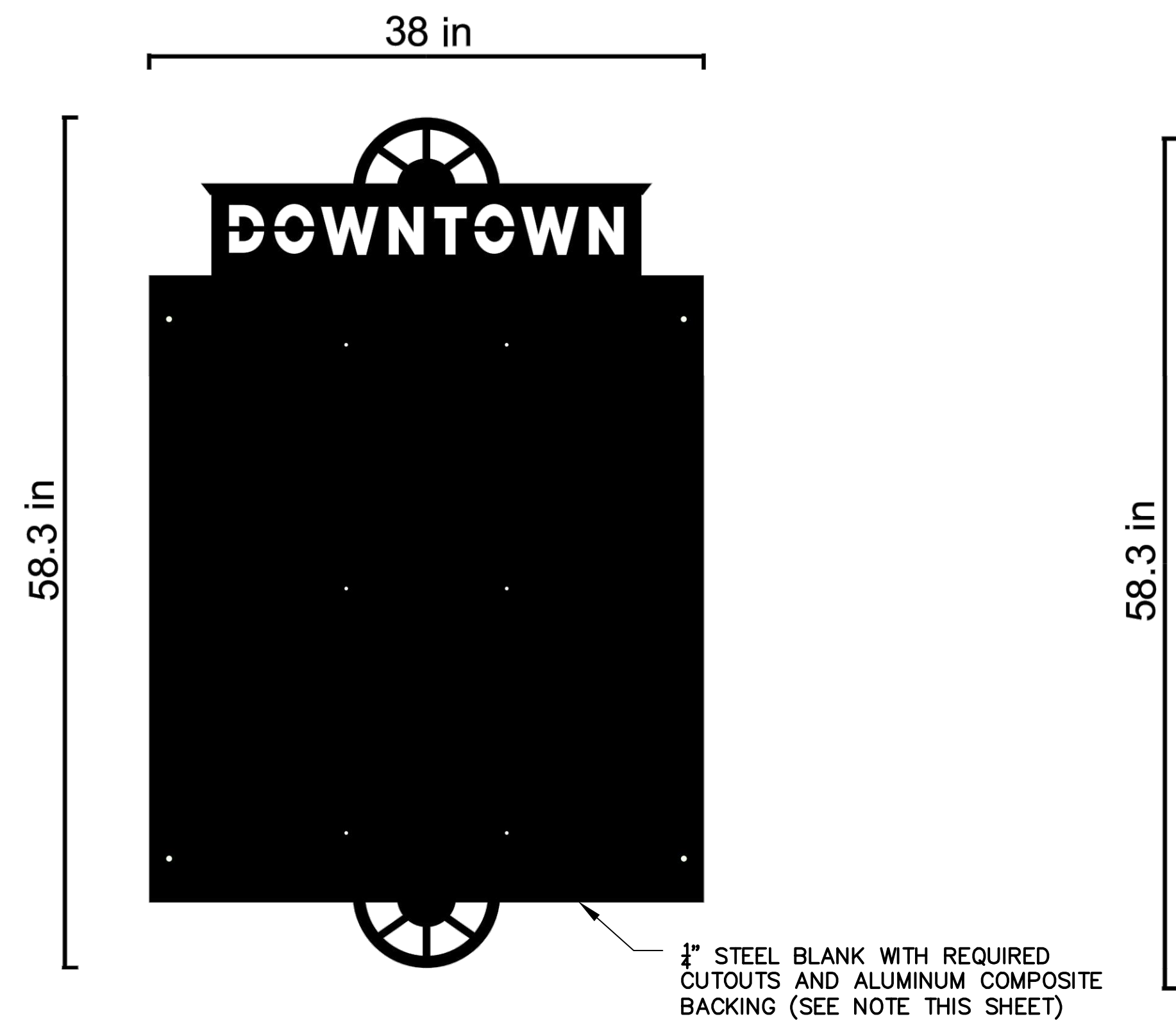
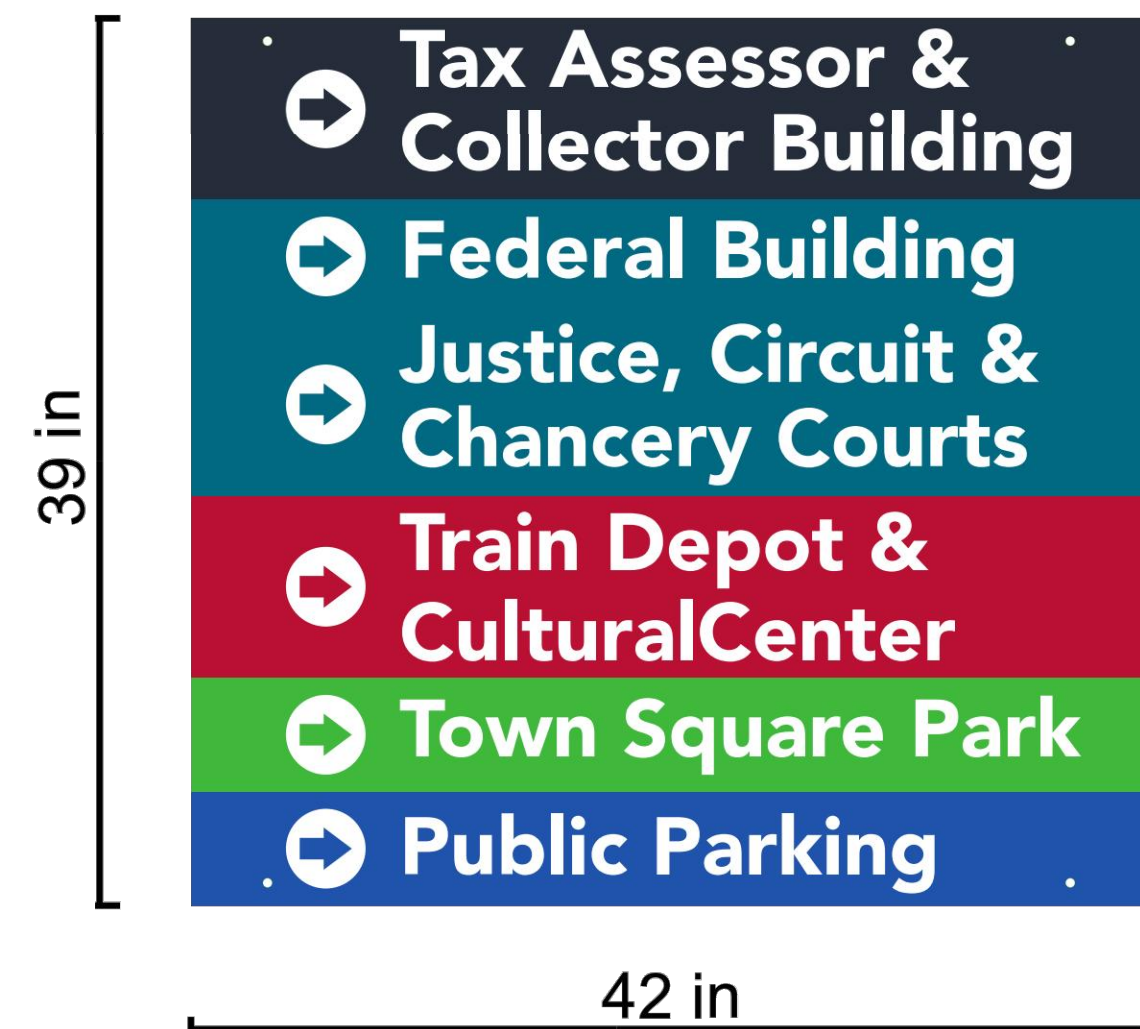
VEHICULAR SIGN - MOUNTING BRACKET DETAIL (TYP.)

NOT TO SCALE

NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION		WAYFINDING & PARKING SIGNAGE DOWNTOWN HATTIEBURG CITY OF HATTIESBURG - FORREST COUNTY HATTIESBURG, MISSISSIPPI		SIGNAGE DETAILS	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.15561.000					
					FILENAME: 15561_DETAILS_ZW.dwg					
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					SURVEYED BY: NA					
					DSGN: DAL	DATE: 03/2020				
					DRWN: ZAW	DATE: 03/2020				
					CHKD: DAL	DATE: 06/2020				
					QA/QC: DAL	DATE: 06/2020				
								DET-1	16 OF 18	



VEHICULAR SIGN TYPE "A"
DIMENSIONS (TYP.)
NOT TO SCALE



NOTE: DECORATIVE "HUB" EMBLEMS AND DOWNTOWN TEXT ON 1/4" STEEL PLATE TO BE BACKED WITH 3MM ALUMINUM COMPOSITE SHEET. SHEET TO BE BRUSHED ALUMINUM COLOR, AND ATTACHED WITH APPROVED EPOXY OR CONSTRUCTION ADHESIVE. SUBMITTAL REQUIRED (COST ABSORBED).

VEHICULAR SIGN TYPE "B"
DIMENSIONS (TYP.)
NOT TO SCALE

NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
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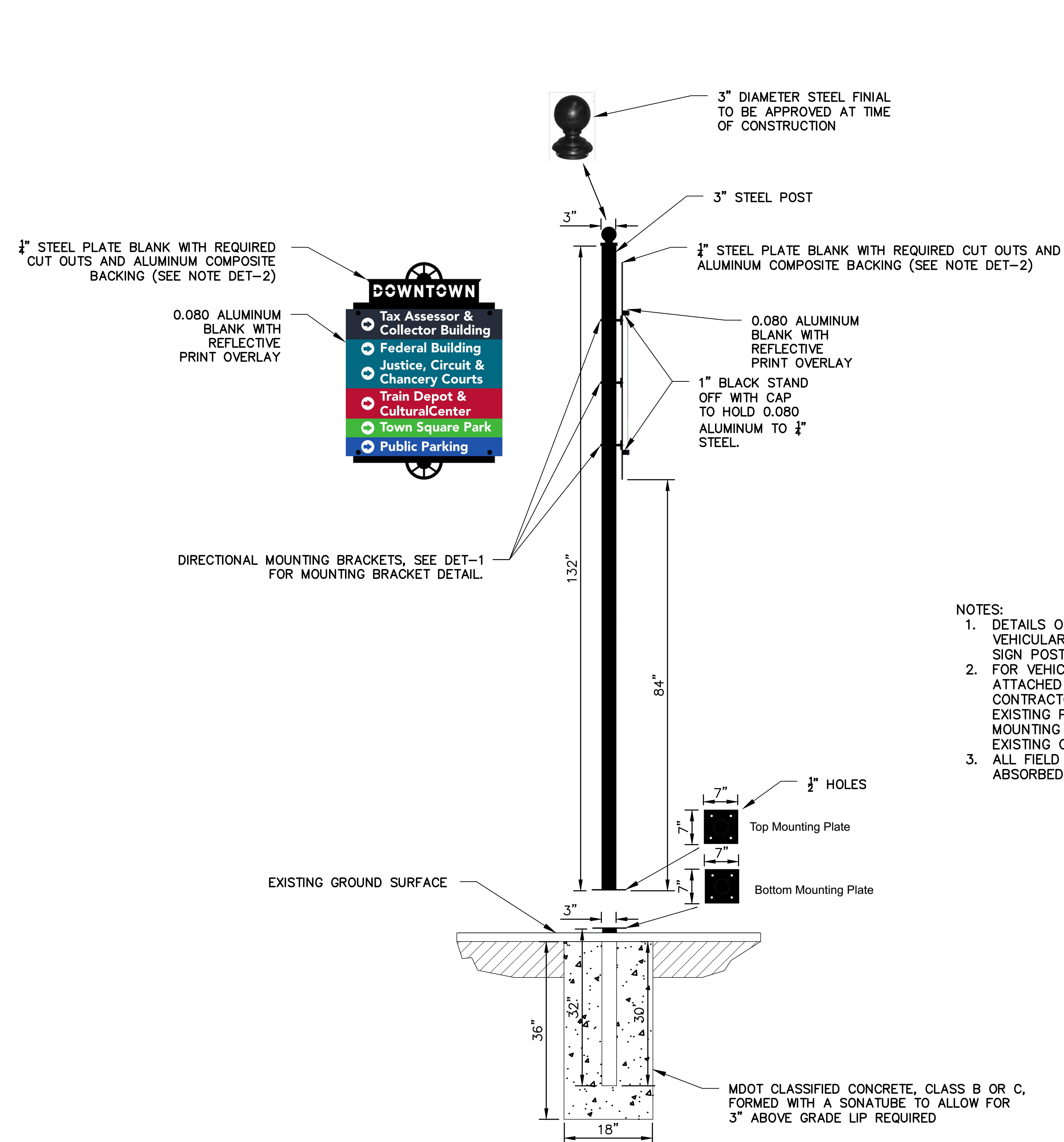
WAYFINDING & PARKING SIGNAGE
DOWNTOWN HATTIEBURG
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



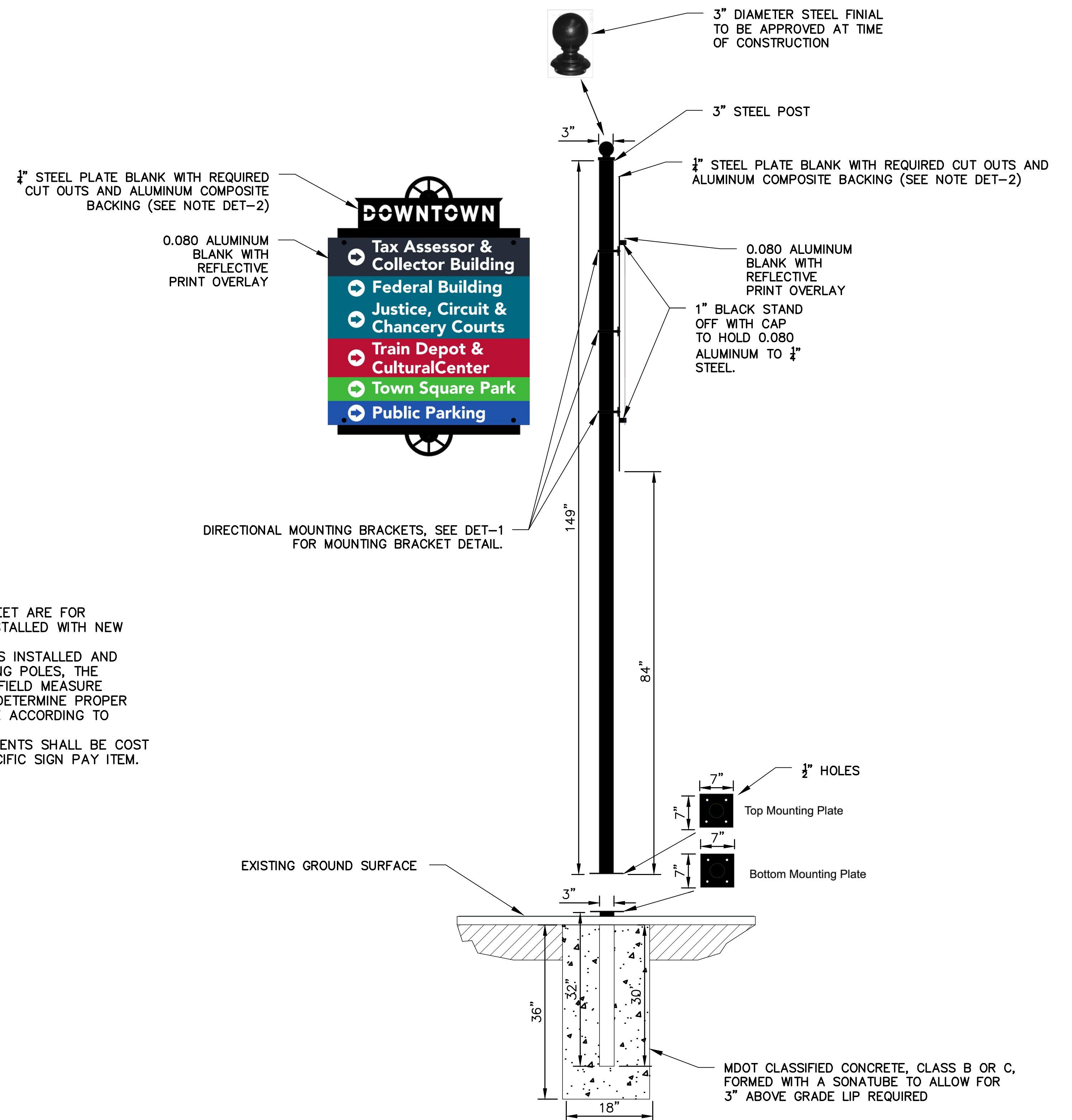
SIGNAGE DETAILS

WORKING NUMBER:
DET-2

DRAWING NUMBER:
17 OF 18



- NOTES:
1. DETAILS ON THIS SHEET ARE FOR VEHICULAR SIGNS INSTALLED WITH NEW SIGN POSTS.
 2. FOR VEHICULAR SIGNS INSTALLED AND ATTACHED TO EXISTING POLES, THE CONTRACTOR SHALL FIELD MEASURE EXISTING POLE AND DETERMINE PROPER MOUNTING TECHNIQUE ACCORDING TO EXISTING CONDITIONS.
 3. ALL FIELD MEASUREMENTS SHALL BE COST ABSORBED INTO SPECIFIC SIGN PAY ITEM.



VEHICULAR SIGN TYPE "A" MOUNTING,
AND INSTALLATION - DETAIL (TYP.)

NOT TO SCALE

VEHICULAR SIGN TYPE "B" MOUNTING,
AND INSTALLATION - DETAIL (TYP.)

NOT TO SCALE

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					DSGN: DAL	DATE: 03/2020
					DRWN: ZAW	DATE: 03/2020
					CHKD: DAL	DATE: 06/2020
					QA/QC: DAL	DATE: 06/2020
WAYFINDING & PARKING SIGNAGE DOWNTOWN HATTIEBURG CITY OF HATTIESBURG - FORREST COUNTY HATTIESBURG, MISSISSIPPI						
 NEEL-SCHAFFER <i>Solutions you can build upon</i>						
SIGNAGE DETAILS						
WORKING NUMBER: DET-3			DRAWING NUMBER: 18 OF 18			

***CONTRACT DOCUMENTS AND TECHNICAL
SPECIFICATIONS***

FOR
**WAYFINDING & PARKING SIGNAGE
DOWNTOWN HATTIESBURG**

FOR THE
**CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY**



JUNE 2020

PREPARED BY



NEEL-SCHAFER
Solutions you can build upon

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ADVERTISEMENT FOR BIDS
WAYFINDING & PARKING SIGNAGE
DOWNTOWN HATTIESBURG
CITY OF HATTIESBURG, MISSISSIPPI

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **July 23**, 2020 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists of wayfinding signs and parking signs throughout the downtown Hattiesburg area. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date hereinbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Bid documents are being made available via paper copy or pdf. All interested bidders are required to log-in or register for an account at www.hattiesburgsbids.com OR www.neel-schafferplans.com to view and order Bid Documents. All plan holders are required to have a valid email address for registration. Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders please contact Plan House Printing at (601) 336-6378.

The Owner hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Landscape Architect is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Fax No. (601)-545-2267. Austin Lovitt, ASLA – Project Manager.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

June 24, 2020

July 1, 2020

INSTRUCTIONS TO BIDDERS

**WAYFINDING & PARKING SIGNAGE
DOWNTOWN HATTIESBURG
CITY OF HATTIESBURG, MISSISSIPPI**

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1. COORDINATION OF SPECIFICATIONS

Work under this Contract shall be performed in accordance with the Contract Documents, which includes General Conditions, Supplementary Conditions and Technical Specifications contained therein. Division 200 through 800 of the *Mississippi Standard Specifications for Road and Bridge Construction*, 2017 Edition (can be downloaded at www.gomdot.com) is made a part hereof as if it were attached hereto, except where superseded by special provisions contained herein.

2. DATE AND PLACE OF OPENING OF PROPOSALS

The date, time, and place for opening Proposals will be as set out in the published "Advertisement for Bids."

The Owner reserves the right to postpone the date for presentation and opening of Proposals and will give notice of any such postponement to each known prospective Bidder.

3. FORM FOR PROPOSALS

Proposals must be submitted in duplicate on the forms furnished by the Owner and the envelope containing the Proposals must be sealed and addressed to:

City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

The outside of the envelope containing the Proposal shall bear the inscription:

**SEALED BID FOR: WAYFINDING & PARKING SIGNAGE
DOWNTOWN HATTIESBURG
CITY OF HATTIESBURG, MISSISSIPPI**

BY _____

Certificate of Responsibility No. _____

State License No. _____

The duplicate Proposals shall be in the form of one original Proposal, marked "ORIGINAL" and one photocopy (Xerox or similarly reproduced copy) marked "PHOTOCOPY" of the original Proposal.

If Proposals are forwarded by the U.S. Postal Service, delivery shall be by Registered or Certified Mail.

4. PREQUALIFICATION

All Bidders must be in good standing with the Owner. Bidders who are not in good standing with the Owner will not be considered for award of the contract. Good standing includes, among other things: (a) whether Bidder has failed to successfully complete the work or punchlist items under another Owner contract; (b) whether Bidder is currently, or has been in the past five years, involved in litigation with the Owner regarding work under another Owner contract, either as a general contractor or subcontractor; (c) whether Bidder has been or is currently in default under another Owner contract the past five years. with the Owner; or (d) whether Bidder has failed to fulfill provisions of another Owner contract within

5. CERTIFICATE OF RESPONSIBILITY

Prior to filing Bids on Owner projects (in excess of \$50,000), the prospective Bidder must obtain a Certificate of Responsibility from the Mississippi State Board of Public Contractors, establishing his classification as to the value and the type of construction on which he is authorized to bid. Application must be submitted to the Board at least 30 days prior to a regular Board meeting scheduled every Quarter on the first Tuesday of January, April, July and October.

6. ANNUAL LICENSE TO BID (Not Used)

7. CHARGES FOR PROPOSALS, PLANS AND SPECIFICATIONS

Prospective Bidders may obtain Proposal forms including one copy of Contract Documents upon payment of the amount of money stipulated in the "Advertisement for Bids."

No refunds will be made for return of Plans or Specifications.

In the event all Bids are rejected and the Project is re-advertised, the original Bidders shall **NOT** be entitled to free Bidders Proposal forms for the subsequent letting.

8. OMISSIONS AND DISCREPANCIES

Should a Bidder find discrepancies, errors or omissions in the Drawings or Specifications, or should he be in doubt as to the correctness of the Plan details, dimensions and layout, he should immediately notify the Engineer in order to permit checking and any necessary revisions or modifications.

9. ADDENDA

Prior to the date set for opening of Bids, the right is reserved, in the interests of the Owner, as it may require, to revise or amend the Contract Documents. Such revisions, if any, will be announced by an Addendum or Addenda, and copies of such Addenda will be furnished to all prospective Bidders who have purchased Plans and Specifications for acknowledgment by return fax. If the revisions and Addenda are of a nature which require material changes in quantities or prices Bid, or both, the date set for opening Bids may be postponed to enable Bidders to revise their Bids. In such case, the Addendum or Addenda will include an announcement of the new date for opening Bids.

10. INTERPRETATIONS

No oral interpretation made to any Bidder as to the meaning of the Contract Documents shall be

considered an effective modification of any of the provisions of the Contract Documents. In order to ensure appropriate and concise responses, and avoid any misinterpretations, no verbal questions will be received. Written requests for interpretation of the Plans and Specifications shall be submitted to the Engineer at least 10 days prior to opening of Proposals so that a formal decision can be given in writing to all known prospective Bidders in the form of an Addendum. The Contract Document contains the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

11. BID SECURITY

All Bids shall be accompanied by a Bid Security in the form of a Certified Check upon a national or state bank or a Bid Bond made by a bonding company registered in the State of Mississippi, drawn and made payable to the Owner in an amount equal to five percent of the Bid. The Certified Check or Bid Bond must be enclosed in the same envelope with the Bid. Except as noted below, the Bid Security of all known unsuccessful Bidders will be returned promptly after a Notice of Award has been sent to the successful Bidder or in the event that all Bids are rejected.

The Bid Security of the next two lowest qualified Bidders will be retained until the Contract has been executed with the lowest qualified Bidder. The Bid Security of the successful Bidder will be returned when satisfactory Performance and Payment Bonds have been furnished and approved and the Contract executed.

12. GENERAL INFORMATION

Bidders shall inform themselves and comply with all pertinent Owner regulations and ordinances, State and Federal laws, licenses and tax liabilities which may in any manner affect their Bids and the prosecution of the work. The successful bidder will be responsible for obtaining all building, plumbing, and electrical permits required by the local city government. Special attention is directed to the rules and regulations published by the Mississippi State Tax Commission outlining certain taxes imposed on Contractors by the state of Mississippi.

13. REJECTION OF PROPOSAL

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, unauthorized alternate Bids, incomplete Bids, erasures or irregularities of any kind. Bids received conditioning their consideration or rejection upon Bids for the other work submitted by the same Bidder may be classed as irregular, unless the Contract Documents specifically invite or permit conditional or combination Bids. Bids in which the prices obviously are unbalanced may be rejected.

14. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

15. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the Executed Contract, the Contractor shall furnish a Performance Bond and a Payment Bond each in the sum of 100% of the Contract amount as security for faithful performance of his Contract and for the payment of all persons performing labor on the Project under his Contract and furnishing materials in connection with his Contract, as specified in the Contract Documents. The surety of such Bonds shall be issued by a duly authorized surety company listed on the Treasury Department's most current list Circular 570 (as amended) and satisfactory to the Owner.

Attorneys in fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their Power of Attorney. Failure of the successful Bidder to execute the Contract and to supply the required bonds within 10 calendar days from the date that the Notice of Award is delivered, or within such extended period as the Owner may grant based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner, at his discretion, may either award the Contract to the next lowest qualified Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by readvertising, the defaulting Bidder shall have no claim against the Owner for a refund. The Contractor's bond will not be released until all provisions of the Contract have been fulfilled.

16. INSURANCE

The Contractor will be required to carry the types and amounts of insurance named in the Contract Documents for the full life of the Contract.

17. SUBCONTRACTORS

Bidders are specifically advised that any person, firm or other party to whom it is proposed to award a Subcontract must be acceptable to the Owner. Nothing contained in the Contract Documents shall create any contractual relation between subcontractor and the Owner.

18. METHOD OF AWARD – LOWEST RESPONSIVE BIDDER

The Owner will award the Contract to the lowest and best Bid unless all Bids are rejected. The award will be based on the evaluation of the low bid for the total base bid or the total alternate bid as decided upon by the Owner.

The responsiveness of the low Bidder shall be determined by (1) the completeness and regularity of the Bidders Proposal; (2) the Bidders Proposal being without exclusions or special conditions; (3) the Bid Form having no alternative Bids for any item unless requested in the Technical Specifications; and (4) such other factors as may be considered under State law, Federal law or regulation.

The evaluation of the low bidder will be based on whether the Bidder (1) maintains a permanent place of business; (2) has adequate plant equipment to do the work properly and within the time limit that is established; (3) has adequate financial status to meet his obligations contingent to the work; (4) has adequate manpower and present workload is such that he can perform according to a reasonable schedule; and (5) such other factors as may be considered under State law, Federal law or regulation.

19. OBLIGATION OF BIDDER

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all Addenda).

The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid. Submission of Bid shall be accepted as prima facie evidence that Bidder has inspected the site and is familiar with the Plans and Contract Documents.

20. SUBSURFACE DATA

Not Used.

21. EXECUTION OF CONTRACT

If the successful Bidder is a corporation, the officer who signs the Contract shall furnish copies of the resolution of the Directors of the corporation authorizing him to sign the contract. Such resolution should bear the seal of the corporation.

Subject to the applicable provisions of law, the Contract shall be in full force and effect only from and after the date when a fully executed and approved counterpart thereof has been rendered or delivered, or both, to the Contractor or his duly authorized agent or representative. Deposit of said counterpart in the United States mail in an envelope or wrapper properly addressed shall constitute compliance with these provisions by the Owner.

22. INTERCHANGEABLE TERMS

The terms "Bid" and "Proposal" wherever they are used in the Contract Documents are interchangeable and have the same meaning. The terms "Contract" and "Agreement", are interchangeable and have the same meaning. The terms "Contract Drawings" and "Plans", are interchangeable and have the same meaning.

23. QUALIFICATIONS OF BIDDER, OWNER'S RIGHTS

The Owner may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

24. MATERIALS AND EQUIPMENT

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a manufacturer, fabricator, supplier, or distributor, the naming of the item in this manner is intended to establish the type, function and quality required. Materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the Engineer if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent to that named in the Contract Documents. Bidders are referred to Section 6.3 of the General Conditions regarding procedures for approval of substitute materials and

equipment.

25. NON-RESIDENT BIDDERS

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident Bidder's state awards contractors to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so called "Golden Rule" is followed, state law requires a non-resident Bidder to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

26. CONTRACT TIME

The Contractor shall commence the work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed and will retain substantial completion within 60 Consecutive Calendar Days of the Notice to Proceed date unless the period for completion is extended otherwise by the Contract Documents.

BIDDER'S PROPOSAL

**WAYFINDING & PARKING SIGNAGE – DOWNTOWN HATTIESBURG
CITY OF HATTIESBURG, MISSISSIPPI**

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BIDDER'S PROPOSAL

**WAYFINDING & PARKING SIGNAGE – DOWNTOWN HATTIESBURG
CITY OF HATTIESBURG, MISSISSIPPI**

DATE: _____, 20_____

PROPOSAL OF _____
(Name of Bidder)

(Address of Bidder)

for construction of the Wayfinding & Parking Signage – Downtown Hattiesburg project.

The documents on which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, and all supplements, amendments and addenda for this Project and are made a part hereof by reference.

**TO: CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MISSISSIPPI 39401**

Gentlemen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the Instructions to Bidders, Bid Forms, General Conditions, Supplemental Conditions, Technical Specifications, Contract Drawings and any and all Addenda thereof.

I (We) further certify that I, (we) have visited and carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation and all other factors affecting the prosecution of the work covered by this Proposal.

I (We) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid. No increase in quantities of work shall be performed until a written change order is duly executed in advance and approved in the public minutes of the Owner.

In accordance with the requirements of the Instructions to Bidders, Bid Forms, Federal Supplement to Bidder's Proposal, Technical Specifications, General Conditions, Supplementary Conditions, Contract

Drawings, and any Addenda, I (we) propose to furnish all necessary materials, equipment, labor, tools and other means of construction and will do all Work called for by the Contract Documents within the specified Contract Time. The following is my (our) itemized proposal for the project:

Prices Bid and Approximate Quantities - Base Bid

Pay Item	Pay Item Description	Unit	Estimated Quantity	Unit Price	Item Total
618-A	MAINTENANCE OF TRAFFIC	LS	1.0	XXXX	
620-A	MOBILIZATION	LS	1.0	XXXX	
907-242-PP001	CONSTRUCTION OF POST CAP, 3" DIA., PER PLANS	EA	24		
907-242-PP001	CONSTRUCTION OF LARGE POST, ROUND, PAINTED BLACK, PER PLANS	EA	8		
907-242-PP001	CONSTRUCTION OF SMALL POST, ROUND, PAINTED BLACK, PER PLANS	EA	8		
907-242-PP001	CONSTRUCTION OF PARKING SIGNS, INC. POLE, BLUE PARKING SIGN, TOP EMBLEM, PER PLANS	EA	8		
907-242-PP001	CONSTRUCTION OF 3" DIA. STEEL MOUNTING BRACKETS, PAINTED BLACK, POST TO FRAME, PER PLANS	EA	48		
907-242-PP001	CONSTRUCTION OF 6.5" DIA. STEEL MOUNTING BRACKETS, PAINTED BLACK, EXISTING POST TO FRAME, PER PLANS	EA	39		
907-242-PP001	CONSTRUCTION OF BELOW GRADE POSTS, ROUND, PAINTED BLACK, PER PLANS	EA	24		
907-242-PP001	CONSTRUCTION OF LARGE ¼" STEEL FRAME, DECORATIVE CUT, INC. 1/8" BRUSHED ALUMINUM BACKING, PER PLANS	EA	17		
907-242-PP001	CONSTRUCTION OF SMALL ¼" STEEL FRAME, DECORATIVE CUT, INC. 1/8" BRUSHED ALUMINUM BACKING, PER PLANS	EA	12		

907-242-PP001	CONSTRUCTION OF METAL MOUNTING STAND OFF, BLACK, PKG OF 4, PER PLANS	EA	29		
907-242-PP001	CONSTRUCTION OF LARGE SIGN FACE WITH HIGH PERFORMANCE OVERLAMINATE, 0.080" ALUMINUM, PER PLANS	EA	17		
907-242-PP001	CONSTRUCTION OF SMALL SIGN FACE WITH HIGH PERFORMANCE OVERLAMINATE, 0.080" ALUMINUM, PER PLANS	EA	12		
Total Base Bid =					

THE BIDDER'S TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE OWNER WILL MAKE THE BID TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICES BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICES SHALL GOVERN.

NOTE: FAILURE OF BIDDER TO INCLUDE PRICES FOR THE ALTERNATE BID ITEMS MAY RENDER HIS PROPOSAL NON-RESPONSIVE.

NOTE: Bids shall include sales tax and all other applicable taxes and fees.

I (We) further propose to execute the Contract Agreement as bound herein within ten working days after receipt of Contract Forms from the Owner and to complete the work within the contract time. I (We) agree to pay as liquidated damages the actual costs, expenses and other losses reasonably incurred by Owner for each consecutive calendar day beyond the specified Contract Time.

I (We) also propose to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than one hundred percent (100%) of the total of my (our) Bid. These Bonds shall not only serve to guarantee the completion of the Work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the Work is finally accepted.

I (We) enclose a Bid Bond or Certified Check for 5 percent of _____
_____, DOLLARS (\$_____)
(Base Bid Amount)

and hereby agree that in case of my (our) failure to execute the Contract and furnish the Bonds within ten calendar days after delivery of the Notice of Award, the amount of this check (Bid Bond) will be forfeited to the Owner as liquidated damages arising out of my (our) failure to execute the Contract as proposed.

It is understood that in case I (we) am (are) not awarded the Work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Contract Documents.

Bidder acknowledges receipt of the following Addenda:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

Respectfully Submitted,

Contractor(s)

By: _____
Title

Address

BIDDER'S CORPORATE DECLARATION
(TO BE FILLED IN IF BIDDER IS A CORPORATION)

Date: _____, 20_____.

Our corporation is chartered under the Laws of the state of _____ and the names, titles and business addresses of the executives are as follows:

President

Secretary

Treasurer

DECLARATION OF PARTNERSHIP

(To be filled in if a Bidder is a Partnership)

Our Partnership is composed of the following individuals:

Address

Address

NON-COLLUSION AFFIDAVIT

**WAYFINDING & PARKING SIGNAGE – DOWNTOWN HATTIESBURG
CITY OF HATTIESBURG, MISSISSIPPI**

(THIS AFFIDAVIT MUST BE EXECUTED FOR THE BID TO BE CONSIDERED)

STATE OF _____)
COUNTY OF _____) ss.

_____ being first duly sworn,
(Person)
deposes and says that he is _____

(Sole owner, a partner, president, secretary, etc.)
of _____ the party making the foregoing Proposal or Bid;
(Name of Firm)

that such Bid is genuine and not collusive; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person or persons interested in the proposed contract; and that all statements contained in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted his Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public in and for

_____ County,

(SEAL)

My Commission Expires

_____, 20_____.

BID BOND

**WAYFINDING & PARKING SIGNAGE – DOWNTOWN HATTIESBURG
CITY OF HATTIESBURG, MISSISSIPPI**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the Owner, in the penal sum of \$_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this ____ day of _____, 20 _____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner, a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the above referenced project.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to signed by their proper officers, the day and year first set forth above.

Contractor

SEAL

By:_____

Surety

SEAL

By:_____

PROPOSED SUBCONTRACTORS

**WAYFINDING & PARKING SIGNAGE – DOWNTOWN HATTIESBURG
CITY OF HATTIESBURG, MISSISSIPPI**

The names and addresses of all persons and parties who will be utilized for subcontract Work in the foregoing Bidder's Proposal are listed below. (The Contractor must list all Subcontractors to be utilized on the Work. Failure to list Subcontractors may cause the Bidder's Proposal to be rejected by the Owner as non-responsive.) If the Bidder does not propose Subcontractors, so state.

NAME	ADDRESS

CONTRACT FORMS

WAYFINDING & PARKING SIGNAGE – DOWNTOWN HATTIESBURG CITY OF HATTIESBURG, MISSISSIPPI

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CONTRACT

**WAYFINDING & PARKING SIGNAGE – DOWNTOWN HATTIESBURG
CITY OF HATTIESBURG, MISSISSIPPI**

This Contract, made this the _____ day of _____, 20____, by and between the City of Hattiesburg, Mississippi, a municipal corporation, hereinafter called "Owner" and _____ doing business as a _____ located in _____ hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the "Wayfinding & Parking Signage – Downtown Hattiesburg" project in strict accordance with the Contract Documents and the Contract Drawings.
2. The Contractor will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will attain Final Completion within the contract time stipulated in the Advertisement for Bids unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The Contractor agrees to pay, as liquidated damages, the actual damages, costs, losses and expenses reasonably incurred by Owner for each consecutive calendar day that he shall be in default in attaining Final Completion within the time stipulated as provided herein.
3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications as if formally recopied in this Contract.
4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, and to the complete satisfaction of the Owner or his authorized representatives, and in accordance with the Laws of the state of Mississippi and the Ordinances of the Owner, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the contract amount of _____ (\$ _____) plus the amount of any supplemental agreements and force accounts for extra work authorized and duly set forth in a written change order approved and executed by the Owner and set forth in the public minutes of the Owner and in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.

-
5. The Contractor shall protect, indemnify and save harmless the Owner from and against any and all damage, loss, claims, judgments or expenses, including but not limited to reasonable attorney's fees, which the Owner may suffer or be subjected to by the performance of the work, including but without limitation injury to or death of any person whomever and destruction or damage to any property whatsoever.
 6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$ _____).
 7. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$ _____).
 8. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.
 9. The Owner will pay to the Contractor in the manner and at such times and amounts as set forth in the Contract Documents.
 10. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
 11. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor until such time as the exact amount of damages due the Owner from the Contractor is determined.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in _____ counterparts, each of which shall be deemed an original on the date first above written. (number)

OWNER

CONTRACTOR

BY _____

BY _____

ATTEST _____

ATTEST _____

(Seal)

(Seal)

PARTNERSHIP CERTIFICATE

State of _____

County of _____ Ss.

On this _____ day of _____, 20_____, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____; that said firm consists of himself and _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in the

County of _____

State of _____

Notary Seal

My Commission Expires:

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said Contract on behalf of the Contractor was then _____ of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Secretary

Corporate Seal

GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the Owner.
2. The name, including full Christian name and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.
3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,
\$(_____) in lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated _____ day of _____ 20 _____,
a copy of which is hereto attached and made a part hereof for the construction of :

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the
one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and
shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by
reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the
OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full
force and effect.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments,
contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the state of
Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by
reason of and directly connected with the performance of said Contract or any part thereof as provided by
Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute or other authority,
then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change,

00500-7

extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Principal) Secretary
(Seal)

Principal
By _____

(Address)

Witness as to Principal

(Address)

Surety
By _____

ATTEST:

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
 If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20 _____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Seal) (Principal) Secretary

By _____ Principal

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety

By _____

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

NOTICE OF AWARD

Date _____

TO: _____

RE: Wayfinding & Parking Signage – Downtown Hattiesburg
 City of Hattiesburg, Mississippi

NOTICE OF AWARD

Gentlemen:

The Owner has considered the Proposal submitted by you for the above referenced Work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted in the amount of \$_____.

You are required by the Instruction to Bidders to execute the Contract and furnish to the Owner the required Contractor's Performance Bond, Payment Bond and certificates of insurance within 10 calendar days from the date of delivery of this Notice to you. We have enclosed five copies of the necessary contract forms and bond forms. Please return all five copies of these documents to the offices of Neel-Schaffer, 704 Hardy Street, Hattiesburg, MS 39401.

If you fail to execute said Contract and to furnish said Bonds within 10 days from the date of delivery of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by Law.

You are required by the General Conditions and Supplementary Conditions to submit to Neel-Schaffer, Inc. an estimated progress schedule, a preliminary schedule of Shop Drawing submissions and a preliminary schedule of values of the Work within 10 days after the effective date of this Contract, all in accordance with Article 2.5 of the General Conditions.

You are required to return an acknowledged copy of this Notice of Award directly to the City of Hattiesburg, Mississippi, Attention: Lamar Rutland, P.E., and to Neel-Schaffer, Inc.

Sincerely,

NEEL-SCHAFFER, INC.

Austin Lovitt, ASLA
Project Manager

c: Lamar Rutland, P. E.
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____ this, the
_____ day of _____, 20_____.

By _____

Title _____

NOTICE TO PROCEED

Date _____

To: _____

Attention: _____

REFERENCE: NOTICE TO PROCEED
WAYFINDING & PARKING SIGNAGE – DOWNTOWN HATTIESBURG
CITY OF HATTIESBURG, MISSISSIPPI

Dear _____:

You are hereby notified to commence Work in accordance with the Contract dated _____, on or before _____. You are to complete the Work within _____ Working days from the effective date of this Notice to Proceed. Liquidated damages in the amount of the actual damages, costs, losses and expenses reasonably incurred by the OWNER per calendar day for each day the Work has not achieved Final Completion after _____ will be imposed unless the contract time is otherwise adjusted for due cause by change orders to the Contract. Liquidated Damages, as defined herein, will be assessed unless the Contract Time is otherwise adjusted for due cause by change order to the Contract.

The engineering firm of Neel-Schaffer, Inc. will act as the Engineer on behalf of the City of Hattiesburg, Mississippi for the work to be performed under the contract. Geoffrey P. Crosby, P.E., of Neel-Schaffer, Inc. will be the designated representative of the Engineer.

Please return a copy of this NOTICE TO PROCEED and ACCEPTANCE OF NOTICE to the undersigned and to Neel-Schaffer, Inc., indicating your receipt of this document in the space provided below.

Sincerely,

City of Hattiesburg, Mississippi

Mayor Toby Barker

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this, the _____ day

of _____, 20_____.

By _____

Title _____

CONTRACT CHANGE ORDER

OWNER: _____ PROJECT NAME: _____

CONTRACTOR: _____

DATE: _____

CHANGE ORDER NUMBER: _____ CONTRACT NUMBER: _____

REASON FOR CHANGE: _____

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QTY	UNIT COST	TOTAL CONTRACT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

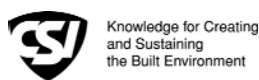
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AMERICAN SOCIETY OF CIVIL ENGINEERS

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The Associated General Contractors of America



Construction Specifications Institute

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times

but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

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

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or

responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's

sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will

promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to

entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection

from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or

received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer,, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or

disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance

with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

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

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

1. Definitions

- A. The definition of "Technical Specifications" shall be the same as the definition for Specifications stated in Paragraph 1.01 under item number 43 of the General Conditions.
- B. Delete Paragraph 1.01.A.12 of the General Conditions in its' entirety.
- C. In Paragraph 1.01A.52 delete the following words, "or responding to differing or unseen subsurface or physical conditions under which the work is to be performed or to emergencies."

2. Commencement of Contract Time: Notice to Proceed

The commencement of Contract Time, as stated in Item 2.03 of the General Conditions is changed to read The Contract Time will commence to run within the sixtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the sixtieth day after the Effective Date of the Agreement.

Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement. Refer to Item 21 of the Instructions to Bidders regarding execution of the Contract.

3. Before Starting Construction

In addition to the requirements of Paragraph 2.05 of the General Conditions, "**CONTRACTOR** shall deliver to the **OWNER**, with his signed Contract, all bonds and insurance which he is required to purchase and maintain in accordance with Article 5 of the General Conditions. A copy shall also be submitted to the **ENGINEER**. The **OWNER** shall deliver to the **CONTRACTOR** a copy of all policies of insurance which the **OWNER** is required to purchase and maintain in accordance with Article 5 of the General Conditions."

4. Preconstruction Conference

The time period for holding the preconstruction conference as stated in Paragraph 2.06 of the General Conditions shall be within 30 days after the Effective date of the Agreement, but before the **CONTRACTOR** starts the Work at the site.

5. Subsurface and Physical Conditions

Paragraphs 4.02 and 4.03 shall be deleted in its' entirety and replaced with the following:

DIFFERING SITE CONDITIONS PROVISION:

Execution of this Contract (Agreement) by the Contractor is a representation that the Contractor has visited the site, that general and local conditions are suitable for the work to be performed and that the Contractor accepts all conditions at the Project site. The Contractor assumes all risks with respect to the requirements of the Contract Documents, including without limitation the characteristics (natural and manmade) of the site, site accessibility, labor rates and availability, weather conditions, and any other matter that could affect the performance and cost of the work.

6. Insurance Requirements

- A. Paragraphs 5.05 and 5.06 shall be deleted in their entirety.
- B. Paragraphs 5.07.B, 5.07.B.1 and 5.07.B.2 shall be deleted in their entirety.
- C. In addition to the requirements of Article 5 of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.
 - 1. The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**. If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**, including all additional insureds and waivers of subrogation.
 - 2. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein and all coverage requirements specified in contract documents are filed with and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.
 - 3. The **CONTRACTOR** shall secure and maintain in effect for the period of the **CONTRACT** and pay all premiums for the following kinds and amounts of insurance:
 - a. Worker's Compensation and Employer's Liability Insurance: This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability limits in the amount of ONE MILLION DOLLARS (\$1,000,000.00). **CONTRACTOR** and subcontractors shall supply **OWNER** endorsements from their carriers evidencing waiver of subrogation in favor of the **OWNER**.
 - b. **CONTRACTOR'S** and Subcontractor's Comprehensive General Liability Insurance, including bodily injury, property damage, contractual and other

standard coverage contained in Comprehensive General Liability Insurance, in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and aggregate. **OWNER** shall be provided an endorsement naming the **OWNER** as an insured from the insurer for the work contracted. The Comprehensive General Liability policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- i. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
 - ii. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
 - iii. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.
- c. **CONTRACTOR'S** Contingent or Protective Liability and Property Damage: In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect the **CONTRACTOR** from any and all claims arising from the operation of Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.
- d. Auto Liability: The **CONTRACTOR** shall maintain Auto Liability Insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit to protect him from any and all claims arising from the use of the following:
- i. **CONTRACTOR'S** own automobiles and trucks.
 - ii. Hired and non-owned automobiles and trucks.
 - iii. Automobiles and trucks owned by Subcontractors.
- The aforementioned is to cover use of automobiles and trucks on and off the site of the Project. The **OWNER** shall be provided an endorsement from the insurer naming the **OWNER** as an insured for the work contracted.
- e. **OWNER'S** Protective Liability Policy: The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds, in an amount not less than ONE MILLION DOLLARS (\$1,000,000).
- f. Umbrella Liability: The **CONTRACTOR** shall provide **OWNER** a certificate of insurance evidencing Umbrella Liability Insurance in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000).
- g. Builder's Risk and Boiler and Machinery Insurance: The **CONTRACTOR** shall purchase and maintain Builder's Risk and Boiler and Machinery Insurance in the amount of the total value of the materials necessary for the

project. A certificate evidencing such coverage shall be on file with the **OWNER**.

h. Property Insurance: No property insurance is required for this project.

7. Contractor's Responsibilities

Delete Paragraph 6.02.B in its entirety.

8. Record Documents

In addition to the requirements of Paragraph 6.12 of the General Conditions, **CONTRACTOR** shall provide accurate 'mark-ups' acceptable to the **ENGINEER** on or before the date of Substantial Completion of the Project for use by the **ENGINEER** in the preparation of 'record' drawings. Final payment will not be made to the **CONTRACTOR** prior to the **ENGINEER** receiving these mark-ups from the **CONTRACTOR**.

9. Limitations on ENGINEER'S Responsibilities

In addition to the requirements of Paragraph 9.09.B, when it comes to his attention, the **ENGINEER** will immediately notify the **OWNER** in the event that the **CONTRACTOR** is not complying with the Contract Documents or is conducting the Work in such a manner that could be considered grounds for termination of the Contract. The **CONTRACTOR** shall retain responsibility for performing all Work in compliance with the Contract Documents.

The following language shall be added to Paragraph 9.09.B:

“Consistent with the express provisions of this Section 00700, Article 6.13, Article 6.17.D.2, Article 9.02.B, Article 9.09, this Article 9.09.B, and Article 14.02.B.4.b, any reference to “safety” elsewhere in this contract, including but not limited to those found in Section 00700, Articles 4.02.B.1, 4.04.A.2.d, 4.04.B.1, 4.06.B.1, 6.02.B, 6.14, 6.15, 6.16, 6.17.C.1.c, and 13.02.A, does not impose upon the Engineer any duty, obligation or other contractual undertaking to administer the “safety” aspects of Contractor’s performance, or any other matter relating to the Contractor’s means, methods, techniques, sequences or procedures. Contractor’s contractual safety obligations and means and methods during construction are the sole responsibility of the Contractor and are not being administered, overseen or reviewed in any way by the Engineer in performing its contractual obligations”

10. Change of the Contract Time

In addition to the requirements of Paragraph 12.03 of the General Conditions, rainstorms which are encountered in the project area on a regular and seasonal basis do not constitute an abnormal weather condition.

11. Payments to **CONTRACTOR**

Paragraph 14.02, Application for Payments, is deleted in its' entirety and the following substituted therefore:

-
- A. Monthly Estimates and Partial Payments: The **CONTRACTOR'S** partial payment period shall end on the last day of each month. The **CONTRACTOR** shall submit acceptable Application for Payment to the **ENGINEER** by the date indicated on the payment schedule as supplied to **CONTRACTOR** by **ENGINEER** provided that the amount due on completed work is at least \$500.00. The partial payment request shall be filled out and signed by the **CONTRACTOR** covering the work completed as of the date of the request and accompanied by such supporting documentation as is required by the Contract Documents and also as the **ENGINEER** may reasonably require. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include in any monthly estimate advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER'S** title to the material and equipment and protect **OWNER'S** title to the material and equipment and protect **OWNER'S** interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR'S** obligations reflected in prior Applications for Payment.
- B. After each monthly estimate has been approved, the **OWNER** shall pay to the **CONTRACTOR** 95 percent of the amount of said estimate. From the total value of each estimate there will be deducted an amount equivalent to 5 percent of the whole as a retainage to be held by the **OWNER**. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include any monthly advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work.
- C. Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. The sum will not be included in a subsequent estimate until the defects have been remedied to the **ENGINEER'S** satisfaction.
- D. The **OWNER** reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the **OWNER'S** Attorney, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the **CONTRACTOR** or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

Paragraph 14.02.C of the General Conditions is modified to read “60 days after presentation of the Application for Payment to **OWNER** with **ENGINEER’S** recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by **OWNER** to **CONTRACTOR**.”

Paragraph 14.07.C of the General Conditions is modified to read, "If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within 60 days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**."

Delete Paragraph 14.09.A.2 in its entirety.

12. List of Contract Drawings: Not Used.

13. Liquidated and Special Damages

When the Contractor fails to complete the work within the time stipulated, a deduction will be made of \$750 a day from the money due the Contractor not as a penalty but as liquidated damages. The Contractor and the Contractor’s Sureties shall be liable for all liquidated damages in excess of money due the Contractor.

14. Suspension of Work and Termination

In Paragraph 15.04.A delete the following words: “or Engineer fails to act on any Application for Payment within thirty days, after it is submitted” and add the words “if the”. In Paragraph 15.04.B delete the following words: “if Engineer has failed to act on an Application for Payment within thirty days after it is submitted” and add the words “if the”.

16. Methods and Procedures

Delete sentence 16.01.C.2 in its entirety

**** END OF SECTION ****

SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.01 Location of Work

All of the work of this Contract is located in public right-of-way or on easements and property owned or obtained by the Owner.

1.02 Work to be Done

- A. The CONTRACTOR shall furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.
- B. The CONTRACTOR shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- C. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the CONTRACTOR without additional compensation, whether specifically indicated in the Contract Documents or not.
- D. The CONTRACTOR shall comply with all county, state, federal, and other codes which are applicable to the proposed construction work.

1.03 General Description of Work to be Performed

- A. The Work included in the Contract shall be as described in the Contract Documents.
- B. All work shall be done as described in the Specifications and as shown on the Drawings, complete, tested and ready for operation.

1.04 Work Sequence

- A. All work to be done under the Contract shall be done with minimum inconvenience to the OWNER. The CONTRACTOR shall coordinate his work with private property owners such that existing drainage, water service, sewer service and garbage pickup and other public services are maintained at all times.
- B. Construct Work in stages to accommodate the OWNER'S use of the premises during the construction period; coordinate the construction schedule and operations with the ENGINEER.
- C. Construct the Work in stages to provide for public convenience. Do not close off public

access until completion of one stage of construction will provide alternative usage.

1.05 Construction Areas

- A. CONTRACTOR shall limit his use of the construction areas for Work and for storage, to allow for:
 - 1. Work by other contractors.
 - 2. OWNER use.
 - 3. Public use.
- B. Coordinate use of work site under direction of ENGINEER.
- C. Assume full responsibility for the protection, security and safekeeping of products under this Contract stored on the site.
- D. Move any stored products, under CONTRACTOR'S control which interfere with operations of the OWNER or other contractors.
- E. Obtain and pay for the use of additional storage or work areas needed for operations.

1.06 Owner Occupancy

- A. OWNER will have full access to and use of all existing sewer facilities during the entire period of construction for the conduct of his normal operations. Cooperate with ENGINEER in all construction operations to minimize conflict and to facilitate OWNER usage.
- B. CONTRACTOR shall at all times conduct his operations as to insure the least inconvenience to the general public.

1.07 Partial Owner Occupancy

The CONTRACTOR shall schedule his operations for completion of portions of the Work, as designated, for the OWNER'S occupancy prior to Substantial Completion of the entire Work.

1.08 Plans and Specifications

- A. Specifications: The Technical Specifications consist of three parts: General, Products, and Execution. The General section contains general requirements which govern the work. The Products and Execution sections modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.
- B. Intent:
 - 1. All work called for in the Specifications applicable to the Contract but not shown on the Plans in their present form or vice versa shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described at the CONTRACTOR'S expense.
 - 2. The apparent silence of the Specifications as to any detail, or the apparent omission

from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

- C. Conflict between Drawings and Specifications. Where an obvious conflict exists between the Plans and Specifications, the ENGINEER shall decide which governs and the CONTRACTOR shall comply with the decision. Such decision shall not be grounds for additional payment to the CONTRACTOR, i.e., the CONTRACTOR shall include the price of the most expensive alternative in his bid.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.1 Description

- A. CONTRACTOR shall furnish all labor, materials, tools, equipment, appurtenances and all services necessary to perform all Work required, at the lump sum or unit prices for the items listed herein.
- B. The items listed below beginning with Article 1.04, refer to and are the same pay items listed in the Proposal. They constitute all of the pay items for the completion of the Contract. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, services, CONTRACTOR's or ENGINEER's field offices, layout surveys, job signs, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, removal of waste, watchmen, bonds, insurance and all other requirements of the Contract Documents. Compensation for all such services, things, and materials shall be included in the prices stipulated for the lump sum and unit pay items listed herein.
- C. WORK SEQUENCE: Contractor shall complete the installation of signs at Port Bienville prior to beginning the work to install signs at Stennis Airport.

1.2 Engineer's Estimate of Quantities

The ENGINEER'S estimated quantities for unit bid prices, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. The OWNER does not expressly or by implication agree that the nature of the materials encountered below the surface of the ground or the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as OWNER may deem necessary.

1.3 Related Provisions Specified Elsewhere

- A. Payments to CONTRACTOR: Refer to General Conditions Article 14 and Supplemental Conditions Item 10.
- B. Changes in Contract Price: General Conditions, Article 11 and Contract forms.
- C. Schedule of Values: Section 01026.

1.4 General

BASE BID

Wayfinding Signage:

1. Description: The Base Bid includes all work required by the Contract Documents including but not limited to twenty-eight (28) complete signs with staking, posts, foundations, sitework, interchangeable wayfinding panels and accessories. Messages to be provided as shown in the drawings. Base Bid also includes extra stock as defined in Specifications Section 101400 and three (3) interchangeable wayfinding panels with messages to be determined later
2. Measurement and Payment: Wayfinding Signage shall be measured and paid for lump sum and shall include all labor, materials, equipment and incidentals required to complete the work as indicated in the Contract Documents.

**** END OF SECTION ****

SECTION 01026
SCHEDULE OF VALUES

PART 1 GENERAL

1.01 Requirements Included

The Schedule of Values is an itemized list that establishes the value or cost of each part of the work as defined in Section 01025, Part 1.04. All other work shall be paid according to the Prices Bid Table. It shall be used as the basis for preparing progress payments and may be used as a basis for negotiations concerning additional work or credits which may arise during the construction. Quantities and unit prices may be included in the schedule when approved by or required by the ENGINEER.

1.02 Preparation

- A. Schedule shall show breakdown of labor, materials equipment and other costs used in preparation of the Bid.
- B. Costs shall be in sufficient detail to indicate separate amounts for each Section of the Specifications.
- C. CONTRACTOR may include items for bond, insurance, temporary facilities and job mobilization within the mobilization bid item.
- D. Schedule of Values shall be prepared on 8-1/2 inch by 11 inch white paper.
- E. Use Table of Contents of the Specifications as basis for Schedule format and identify each item with number and title in the Table of Contents. List sub-items of major products or systems as appropriate or when requested by ENGINEER.
- F. When requested by ENGINEER, support values with data that will substantiate their correctness.
- G. The sum of the individual values shown on the Schedule of Values must equal the total Contract Price.
- H. The manner in which overhead and profit are shown shall be supported by the ENGINEER.
- I. Schedule shall show the purchase and delivery costs for materials and equipment that the CONTRACTOR anticipates he shall request payment for prior to their installation.

1.03 Submittal

Submit two copies of Schedule to ENGINEER for approval at least 20 days prior to submitting first application for a progress payment. After review by ENGINEER, revise and resubmit Schedule as required until it is approved.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 Requirements Included

Submit Applications for Payment to the ENGINEER in accordance with the General Conditions and in the form required by the OWNER.

1.02 Format and Data Required

- A. Submit applications typed with itemized Schedule of Values data typed on 8-1/2 inch x 11 inch white continuation sheets.
- B. Provide detailed substantiating data on additional sheets, including paid invoices where applicable.

1.03 Preparation of Application for Progress Payments

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
 - 3. Execute certification with signature of a responsible officer of the CONTRACTOR.
- B. Continuation Sheets:
 - 1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
 - 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to the nearest dollar or as specified for Schedule of Values.
 - 3. List each Change Order executed prior to date of submission by Change Order Number and description.
 - 4. To receive payment for materials stored on site, submit copies of the original paid invoices with the application for payment.

1.04 Substantiating Data for Progress Payments

- A. Provide substantiating data containing suitable information for review of costs requested with the applications for progress reports identifying:
 - 1. The payment item to which the substantiating data applies.
 - 2. Application number and date.
 - 3. Detailed list of enclosures.
 - 4. For stored materials:
 - a. Item number and identification as shown on application.
 - b. Description of specific material and invoice of delivered material.

-
- c. Consolidated inventory of stored materials showing:
 - (1) Materials received.
 - (2) Materials used.
 - d. Additional stored materials may not be claimed upon reaching 75% completion of the total project.
 - e. Stored Materials shall be inventoried jointly prior to each pay request.
 - B. Submit one copy of data for each copy of application for payment.
 - C. The CONTRACTOR is to maintain an updated set of record drawings in accordance with Section 01720. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the OWNER and the ENGINEER.
 - D. Construction photographs as required by Section 01380 will be submitted with each progress payment and shall be considered a part of that payment request.
 - E. Updated construction schedule showing work completed and work projected by month to the completion of the project.

1.05 Preparation of Application for Final Payment

- A. Fill in application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statement of accounting.

1.06 Submittal Procedure

- A. Submit applications for payment to the ENGINEER at the times stipulated in the General Conditions.
- B. Initially a pencil draft application shall be informally submitted to the ENGINEER who shall review the draft with the CONTRACTOR and make adjustments as appropriate. The CONTRACTOR shall then prepare a formal typed application using the informally approved amounts and submit three (3) complete sets to the ENGINEER.
- C. When the ENGINEER finds the application properly completed and correct, as informally approved, he will transmit it to the OWNER for payment with a copy to the CONTRACTOR.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01030

SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 WORKMANSHIP, MATERIAL AND EQUIPMENT

- A. When a particular product is specified or called for, it is intended and shall be understood that the Contractor include those products in his bid. Should the Contractor desire to substitute products which he purports to be equal to those specified, the Contractor shall furnish information as described in Section 00700, General Conditions, The alternative products(s) submitted by the Contractor shall meet the requirements of the specifications and shall, in all respects, be equal to the products specified by name herein.
- B. All apparatus, mechanism, equipment, machinery, and manufactured articles for incorporation into the Work shall be new and unused and the standard products of recognized reputable manufacturers.

1.02 PROVISIONS FOR CONTROL OF EROSION AND POLLUTANTS

Sufficient precautions shall be taken during construction to minimize the runoff of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other materials harmful to humans, fish, or other life, into the ground and surface waters of the state. Contractor will give all notices and comply with all laws, notices, ordinances, rules and regulations applicable to the work, without exception.

1.03 ON-SITE STORAGE

The Contractor's attention is invited to special storage requirements and possible charges for noncompliance of on-site storage requirements for materials and equipment as specified in Section 01600.

1.04 INCLEMENT WEATHER

- A. In the event of inclement weather, or whenever Engineer shall direct, Contractor and Subcontractors will protect carefully the work and materials against damage or injury from the weathers, including sudden rises in flows due to storms outside the immediate construction zone. Damaged Work and materials shall be removed and replaced. If, in the opinion of Engineer, any portion of Work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or Subcontractors to so protect the Work, no additional time for removal and replacement will be given by the Owner.

1.05 WARRANTIES

- A. All work supplied under the Contract shall be warranted for a period of one (1) year or such longer period of time as may be prescribed by any special guarantee required by Change Orders or issued by Subcontractor, suppliers, or manufacturers, from the date of acceptance for operations (beneficial use) by the Owner as specified in Section 01740, Warranties and Bonds.
- B. The work shall be warranted to be free from defects in workmanship, design and materials. If any part of the work should fail during warranty period, it shall be replaced or restored to service at no expense to the Owner.

1.06 CONSTRUCTION CONDITIONS

The Contractor shall strictly adhere to the specific requirements of the governmental units(s) or agency(ices) having jurisdiction over the work. Wherever there is a difference in the requirements of a jurisdictional body and these Specifications, the more stringent shall apply.

1.07 PUBLIC NUISANCE

The Contractor shall not create a public nuisance, including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.

1.08 SUSPENSION OF WORK DUE TO WEATHER

During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspensions shall be final and binding. The authority of the Engineer to issue such an order shall not be interpreted as a requirement to do so. During suspension of the work from any cause, the work shall be suitably covered and protected so as to preserve it from injury by the weather. Notwithstanding this provision, it is understood and agreed that the General Conditions shall control.

1.09 RELOCATIONS

The Contractor shall be responsible for the relocation of structures, including, but not limited to, light poles, signs, sign poles, fences, mailboxes, piping, conduits and drains that interfere with the positioning of the work as set out on the Drawings. The cost of all such relocations shall be included in the bid.

1.10 SALVAGE

Any existing equipment or materials, including, but not limited to, valves, pipes, fittings, couplings, etc., which are removed or replaced as a result of construction under this project may be designated as salvage by the Engineer and, if so, shall be removed and delivered to the Owner at a location directed by the Engineer.

1.11 PERMITS

Upon notice of award, the Contractor shall immediately apply for all applicable permits not previously obtained by the Owner to do the work from the appropriate governmental agency or agencies. No work shall commence until all applicable permits have been obtained and copies delivered to the Engineer. The costs for obtaining all permits shall be borne by the Contractor.

1.12 HAZARDOUS LOCATION

- A. The existing wet wells, manholes, sewers, force mains, pipes, and other related areas are hazardous locations in that explosive concentrations of sewage gas may be present. The Contractor is cautioned that the above areas, especially the wet well, may be deficient in oxygen. Checks shall be made by the Contractor whenever personnel are working in these areas to insure that adequate ventilation has been provided.
- B. In his operations in hazardous locations, the Contractor shall use spark-proof tools and explosion-proof temporary lighting and shall not use electric power tools, open flame devices, electric welding or any device or methods which might conceivably cause ignition or explosion.
- C. If a working is atmosphere is unsafe, the Contractor shall furnish, install, operate, and later remove such temporary auxiliary ventilating facilities as are necessary to provide a safe atmosphere.
- D. The Contractor shall also instruct and caution his employees and the employees of his subcontractors to avoid smoking while in the hazardous areas. Suitable prominent "No Smoking" signs shall be placed at locations where sewage gas could be present.

1.13 NOTIFICATION OF WORK ON EXISTING FACILITIES

Before commencing work on any of the existing structures or equipment, the Contractor shall notify the Engineer, in writing, at least ten (10) calendar days in advance of the date he proposes to commence such work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01041

PROJECT COORDINATION

PART 1 GENERAL

1.01 Work Progress

The CONTRACTOR shall furnish personnel and equipment which will be efficient, appropriate, and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the contract. If at any time such personnel appear to the ENGINEER to be inefficient, inappropriate, or insufficient for performing the quality of work required or for producing the rate of progress aforesaid, he may order the CONTRACTOR to increase the efficiency, change the character or increase the personnel and equipment, and the CONTRACTOR shall conform to such order at his own expense. Failure of the ENGINEER to give such order shall in no way relieve the CONTRACTOR of his obligations to perform the work at the specified quality and rate of progress.

1.02 Private Land

The CONTRACTOR shall not enter or occupy private land outside of the OWNER'S land, right-of-ways, or servitudes except by written permission of both the OWNER and the Owner of the private land. Such permission shall be obtained by and at the expense of the CONTRACTOR and at no additional cost to the OWNER.

1.03 Work Locations

Work shall be located substantially as indicated on the Drawings, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

1.04 Open Excavations

All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The CONTRACTOR shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by the public, OWNER'S and ENGINEER'S personnel, and workmen.

1.05 Test Pits

Test pits for the purpose of locating underground utilities or structures which may interfere with installation of the Work shall be excavated in advance of the Work and backfilled by the CONTRACTOR. Test pits shall be backfilled immediately after their purpose has been satisfied and maintained in a manner satisfactory to the ENGINEER. The costs for such test pits shall be included in the cost of the work for which the test pits benefit.

1.06 Water for Construction Purposes

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- A. In locations where public water supply is available, the CONTRACTOR shall purchase water for all construction purposes.
 - B. The CONTRACTOR shall make his own arrangements and pay all costs for connections to public water systems and for water used. Existing OWNER supplies or connections shall not be used without prior approval by OWNER.

1.07 Maintenance of Flow

The CONTRACTOR shall maintain the flow of sewers, drains, and water courses interrupted during the progress of the Work, including complete pumped bypass systems where necessary. The CONTRACTOR shall immediately remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the ENGINEER well in advance of the interruption of any flow. All temporary works installed for flow maintenance shall be removed when the permanent work is finished and the areas cleaned and restored to good condition.

1.08 Protection of Construction and Equipment

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed. All portions of the work injured shall be reconstructed by the CONTRACTOR at his own expense.
- B. All structures shall be protected in a suitable manner. Should any parts of the structures become heaved, cracked or otherwise damaged, all such damaged portions of the work shall be completely repaired and made good by the CONTRACTOR at his own expense and to the satisfaction of the ENGINEER. If, in the final inspection of the work, any defects, faults or omissions are found, the CONTRACTOR shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the CONTRACTOR shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein for at least the guarantee period described in the contract.
- C. The CONTRACTOR shall take all necessary precautions to prevent damage to any structure due to water pressure (groundwater or surface water) during and after construction and until such structure is accepted and taken over by the OWNER.
- D. The CONTRACTOR is responsible for security of the site. Security of all equipment, material, tools, machinery, supplies, structures, buildings, vehicles and offices is the responsibility of the CONTRACTOR. Measures to affect job site security and limit unauthorized access, including temporary fencing, security guards, and other measures are the responsibility of the CONTRACTOR at his expense.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01041.1

UTILITIES COORDINATION

PART 1 GENERAL

1.01 UTILITIES

Utilities for the purpose of these specifications shall be considered as including, but not limited to: pipelines, conduits, cables, transmission lines and appurtenances of Public Utilities and those of Special Utility Districts, Cities or Towns, businesses or individuals solely for their own use or for use of their tenants; and storm drains, sanitary sewers, street lighting, traffic signal and fire alarm systems.

1.02 UNDERGROUND INSTALLATIONS

Existing underground pipelines and utilities are indicated on the Drawings only to the extent such information was made available to or discovered by Engineer in preparing drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed by the Owner and the Engineer.

1.03 UTILITIES LOCATED IN CITY RIGHT-OF-WAY

Unless otherwise provided or excepted herein, the removal, adjusting, relocation, or replacement of utility structures or facilities within City right-of-way which may be necessary for construction of the work in accordance with these Contract Documents, shall be at the expense of the Contractor.

It shall be the Contractor's responsibility to protect and maintain those utilities which, in the opinion of the Engineer, do not need to be disturbed in order to accomplish the work required by the contract.

1.04 RELOCATIONS OF EXISTING GAS LINES, TELEPHONE LINES, ELECTRIC LINES, CABLE TV LINES AND WATER LINES

The Contractor shall notify the proper authority of the utility involved when relocation of these lines is required. The Contractor shall coordinate all work by the utility so that the progress of construction will not be hampered.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

The Contractor, when the Notice to Proceed is received, shall notify the owners of utilities affected by the work, the approximate date upon which he will begin work, and shall submit a progress schedule of the proposed work. This shall be deemed sufficient notice if the project progresses according to the progress schedule submitted with the notification. If changes in the schedule of the

work occur, the Contractor shall appraise both the owner of the utility affected and the Engineer so that adjustments in the work schedule of utility can be made. The Contractor shall be responsible for damages to the utility facility and construction delays resulting from failure to notify the utility and the Engineer of changes in procedure or location.

3.02 PROTECTION OF EXISTING UTILITIES

- A. The attention of the Contractor is drawn to the fact that during excavation, the possibility exists of the Contractor encountering various water, gas, telephone, electrical, or other utility lines not shown on the Drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the Owner.
- B. The Contractor shall assume full responsibility for the protection of all utilities, public and private, including poles, services to buildings, gas pipes, water pipes, hydrants, sewers, drains, and electric and telephone cables, whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such utilities from injury of any kind. Any damage resulting from the Contractor's operation shall be repaired by him at his expense.

The protection and preservation of utility facilities which are located within the right-of-way, but outside the normal limits of construction, as determined by the Engineer, shall be the responsibility of the Contractor. The Contractor shall be responsible for all damage to utilities which are due to his negligence.

- C. The Contractor shall bear full responsibility for obtaining locations of all underground structures and utilities (including existing water services, drain lines, and sewer). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by the Contractor.
- D. If, in the opinion of the Engineer, permanent relocation of a utility owned by the City is required, he may direct the Contractor, in writing, to perform the work. Work so ordered will be paid for at the Contract unit prices, if applicable, or as extra work under Article 10 of the General Conditions. If relocation of a privately owned utility is required, the Contractor will notify the Utility to perform the work as expeditiously as possible. The Contractor shall fully cooperate with the County and Utility and shall have no claim for delay due to such relocation.
- E. The Contractor shall notify public and private utility companies in writing at least two, but not more than five full days (excluding Saturdays, Sundays, and legal holidays) before excavating near their utilities.

3.03 UTILITIES TO BE ADJUSTED

The owners of utility facilities which require relocation, removal, adjustment or replacement shall, if possible and feasible, perform this work prior to the commencement of the Contractor's work. Where utility work must be done in conjunction with the Contractor's work on the project or in conjunction with the work of other utilities, arrangements for when, how and where the operation is to proceed

shall be worked out among the parties concerned. If disputes arise, the Engineer shall decide the course of action to be taken.

3.04 UTILITIES CONFLICTING WITH OPERATIONS

Those utility facilities which do not conflict with the improvement, but which are obstructions to the operations required for installation or which are obstructions to the operations required for installation of which present unusual difficulty due to their close proximity to the area of the operations, shall be located with certainty by the owners of the utility prior to the arrival of the Contractor's operation which would be hindered by the utility facility. The Contractor is required to preserve the utility facility in place without damage and shall be responsible for damages sustained, if the utility owner has located the facility by exposing it to the view of the Contractor or has otherwise made the Contractor aware, with certainty, of the location of the facility. Any other arrangements that the Contractor may make with a utility owner as a substitute for the requirements of this Section shall require the approval of the Engineer, in writing.

3.05 MISLOCATED UTILITIES

The owner of a utility shall be wholly responsible for the proper location of his facilities which are affected by construction work performed according to these specifications. Improperly located or mislocated facilities which are damaged during construction shall be the responsibility of the utility, providing proper notification has been given.

*** * END OF SECTION * ***

SECTION 01045
CUTTING AND PATCHING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor shall be responsible for all cutting, fitting and patching, including attendant excavation and backfill, required to complete the Work to include:

- A. Make its several parts fit together properly.
- B. Uncover portions of the Work to provide for installation of ill-timed work.
- C. Remove and replace defective work.
- D. Remove and replace work not conforming to requirements of the Contract Documents
- E. Remove samples of installed work as specified for testing.

1.02 SUBMITTALS

- A. Submit a written request to the Engineer well in advance of executing any cutting or alteration which affects:
 - 1. Work of the Owner or any separate contractor.
 - 2. Structural value or integrity of any element of the Project or work.
 - 3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 - 4. Efficiency, operational life, maintenance or safety of operational elements.
 - 5. Visual qualities of sight-exposed elements.
- B. Request shall include:
 - 1. Identification of the work.
 - 2. Description of affected work.
 - 3. The necessity for cutting, alteration or excavation.
 - 4. Effect on work of Owner or any separate Contractor, or on structural or weatherproof integrity of work.

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5. Description of proposed work:
 - a. Scope of cutting, patching, alteration, or excavation.
 - b. Trades who will execute the work.
 - c. Products proposed to be used.
 - d. Extent of refinishing to be done.
 6. Alternatives to cutting and patching.
 7. Cost proposal, when applicable.
- C. Submit written notice to the Engineer designating the date and the time the work will be uncovered.

PART 2 PRODUCTS

2.01 MATERIALS

Comply with specifications and standards for each specific product involved.

PART 3 EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect conditions affecting installation of products or performance or work.
- C. Report unsatisfactory or questionable conditions to the Engineer in writing; do not proceed with work until the Engineer has provided further instructions.

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for the portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Employ original installer or fabricator to perform cutting and patching for:
 - 1. Weather-exposed or moisture-resistant elements.
 - 2. Sight-exposed finished surfaces.
- D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract Documents.
- F. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish entire unit.

*** * END OF SECTION * ***

SECTION 01050

FIELD ENGINEERING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall provide and pay for field engineering services for:
 - 1. Survey work required in execution of work.
 - 2. Civil, structural, or other professional engineering services specified or required to execute the Contractor's construction method.
- B. The method of field staking for the construction of the work shall be at the option of the Contractor. The Owner shall provide the engineering surveys to establish reference points which in his judgment are necessary to enable the Contractor to proceed with his work.
- C. The accuracy of any method of staking shall be responsibility of the Contractor. All engineering for vertical and horizontal control shall be the responsibility of the Contractor.
- D. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the Contractor, the Contractor shall not proceed with any work until he has reestablished such points, marks, lines and elevations as may be necessary for the prosecution of the work.
- E. The Contractor shall retain the services of a competent surveyor, registered in the State of Mississippi, to layout the work and maintain a survey during construction. The Contractor shall be solely responsible for proper location of the work.

1.02 SURVEY REFERENCE POINTS

Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.

- 1. Make no changes or relocations without prior written notice to the Engineer.
- 2. Report to the Engineer when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

1.03 PROJECT SURVEY REQUIREMENTS

- A. Establish temporary bench marks as needed, referenced to data established by survey control points. Record locations, with horizontal and vertical data, on Record Drawings.
- B. Establish lines and levels, and locate and lay out, by instrumentation and similar appropriate

means:

1. Site improvements, including utility slopes and invert elevations.
 2. Batter boards for structures.
- C. From time to time, verify layouts by same methods.
- D. Establish all lines and grades prior to construction of site improvements.

1.04 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. At Contract closeout, submit a survey of installation of water mains, fire hydrants, and valves at the same scale as the Engineer's drawings indicating elevations and channel stationing at 100 foot increments.

1.05 SUBMITTALS

- A. On request of the Engineer, submit documentation to verify accuracy of field engineering work.
- B. Submit Drawings showing locations of all pipes and structures constructed. This Drawing shall be included with the Record Drawings.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Abbreviations and acronyms used in Contract Documents to identify reference standards are as indicated herein.

1.02 QUALITY ASSURANCE

- A. Applications: When a standard is specified by references, comply with requirements and recommendations stated in the standard, except when requirements are modified by the Contract Documents, or applicable codes establish stricter standards.
- B. Publications Date: The publication in effect on the date of issue of Contract Documents, except when a specific publication date is specified.

1.03 ABBREVIATIONS, NAMES, AND ADDRESSES OF ORGANIZATIONS

The following standards may be referenced in the Contract Documents. The contractor shall obtain copies of reference standards directly from the publication source when needed for proper performance of Work or when required for submittal by Contract Documents.

AAN	American Association for Nurserymen 1250 I Street N.W., Suite 500 Washington, DC 20005 (202) 789-2900
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, N.W., Suite 225 Washington, DC 20001 (202) 624-5800
ACI	American Concrete Institute Post Office Box 19150 22400 W. Steven Mile Road Detroit, MI 48219 (313) 532-2600
ACPA	American Concrete Pipe Association 8320 Old Courthouse Road, Suite 201 Vienna, VA 22180 (703) 821-1990
AI	Asphalt Institute

	Asphalt Institute Building College Park, MD 20740-1802
AISC	American Institute of Steel Construction 400 North Michigan Avenue Chicago, IL 60611 (312) 670-2400
AISI	American Iron and Steel Institute 1133 15th Street N.W., Suite 300 Washington, DC 20005 (202) 452-7100
ANSI	American National Standard Institute 1430 Broadway New York, NY 10018 (212) 354-3300
ASCE	American Society of Civil Engineers 345 East 47th Street New York, NY 10017 1-800-548-ASCE 345 East 47th Street New York, NY 10017 (212) 705-7722
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103 (215) 299-5400
AWPA	American Wood Preserver's Association Post Office Box 849 Stevensville, MD 21666 (301) 643-4163
AWS	American Welding Society Post Office Box 351040 550 LeJeune Road, N.W. Miami, FL 33126 1-800-443-9353
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235 (303) 794-7711
CLFMI	Chain Link Fence Manufacturers Institute

	1776 Mass Avenue N.W., Suite 500 Washington, DC 20036 (202) 659-3537
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173 (312) 517-1200
DIPRA	Ductile Iron Pipe Research Association 245 Rivercase Parkway E., Suite 100 Birmingham, AL 35244 (205) 988-9870
FS	Federal Specification General Services Administration Specifications and Consumer Information & Distribution Section (WFSIS) 7 and D Street S.W., Room 654 Washington, DC 20407 (202) 472-2140
IEEE	Institute of Electrical and Electronic Engineers Service Center 345 E. 47th Street New York, NY 10017 (212) 705-7900
MDOT	Mississippi Department of Transportation P. O. Box 1850 Jackson, Ms 39215-1850 (601) 359-1213
MIL	Department of the Navy Navel Publications and Forms Center 5801 Torbor Avenue Philadelphia, PA 19120-5099 (215) 697-2667
NEC	National Electric Code National Fire Protection Association Batterymarch Park Quincy, MA 02269 (617) 770-3000
NEMA	National Electrical Manufacturer's Association 2101 L Street, NW, Suite 300 Washington, DC 20037 (202) 457-8400
NSPE	National Society of Professional Engineers

	1420 King Street Alexandria, VA 22314 (703) 684-2835
OSCI	Office of Standards Code and Information National Bureau of Standards Gaithersburg, MD 20899 (301) 975-4029
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077 (312) 966-6200
PCI	Prestressed Concrete Institute 175 W. Jackson Blvd., Suite 1859 Chicago, IL 60604 (312) 786-0300
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association Post Office Box 70 Merrifield, VA 22116 (703) 790-9890
SSPC	Steel Structures Painting Council 4400 5th Avenue Pittsburgh, PA 15213 (412) 268-3327
UL	Underwriter's Laboratories, Inc. 333 Pfingsten Road Northbrook, IL 60062 (312) 272-8800

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01200
PROJECT MEETINGS

PART 1 GENERAL

1.01 Requirements Included

- A. The ENGINEER shall schedule and administer a preconstruction meeting, construction progress meetings, and specially called meetings throughout the progress of the work. The ENGINEER will:
 - 1. Prepare agenda for meetings.
 - 2. Make physical arrangements for meetings.
 - 3. Preside at meetings.
 - 4. Record the minutes; include significant proceedings and decisions.
 - 5. Reproduce and distribute copies of minutes.
- B. The CONTRACTOR and representatives of, where appropriate, subcontractors and suppliers shall attend meetings. The representative shall be qualified and authorized to act on behalf of the entity each represents.
- C. The CONTRACTOR shall attend and identify at the meetings the actual status of the Contract Work and, when the Work is not being performed consistently with the Contract Documents and construction schedules, shall identify at the meetings the steps he is taking to resolve the inconsistency.

1.02 Pre-construction Meeting

- A. The CONTRACTOR shall participate in a preconstruction meeting to be held after the effective date of the Agreement and prior to the date of Notice to Proceed.
- B. The following are expected to be in attendance:
 - 1. OWNER'S Representative and other staff as appropriate.
 - 2. ENGINEER and his professional consultants as appropriate.
 - 3. ENGINEER's Resident Project Representative.
 - 4. CONTRACTOR's Representative and Construction Superintendent.
 - 5. Subcontractors as appropriate.
 - 6. Utility representatives as appropriate.
 - 7. Others as appropriate.
- C. The following matters are expected to be addressed:
 - 1. Distribution and discussion of:
 - a. List of major subcontractors.
 - b. Project construction schedules.
 - 2. Critical work sequencing.
 - 3. Project Coordination.
 - 4. Designation of responsible personnel.
 - 5. Procedures and processing of:

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- a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment.
 6. Distribution of Contract Documents.
 7. Procedures for maintaining Record Documents.
 8. Use of premises:
 - a. Office, work and storage areas.
 - b. OWNER'S requirements.
 9. Construction facilities, controls and construction aids.
 10. Temporary utilities.
 11. Housekeeping procedures.
 12. Insurance certifications.
 13. Liquidated damages for delay.
 14. Weekly job meetings.
 15. Laboratory testing of material requirements.

1.03 Construction Progress Meetings

- A. Construction progress meetings will be held monthly with the first meeting 30 days or less after the date of Notice to Proceed.
- B. Special construction progress meetings will be held as required by progress of the Work.
- C. The following are expected to be in attendance:
 1. OWNER Representative and other staff as appropriate.
 2. The ENGINEER and his professional consultants as appropriate.
 3. CONTRACTOR's Representative and/or construction Superintendent.
 4. Subcontractors as appropriate.
 5. Suppliers as appropriate.
 6. Others as appropriate.
- D. The following matters are expected to be addressed:
 1. Review and approve minutes of previous meeting.
 2. Review of work progress.
 3. Field observations, problems, conflicts.
 4. Problems which impede Construction Schedule.
 5. Review of off-site fabrication, delivery schedules.
 6. Corrective measures and procedures to regain Construction Schedule.
 7. Revisions to Construction Schedule.
 8. Progress and schedule during succeeding work period.
 9. Payment applications and processing.
 10. Submittals.
 11. Maintenance of quality standards.
 12. Changes, substitutions, and Change Orders.

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- 13. Review proposed changes for:
 - a. Effect on Construction Schedule and completion date.
 - b. Effect on other contracts of the Project.
 - 14. Other matters as appropriate.
 - 15. Record drawings.
- E. The CONTRACTOR shall be prepared to discuss the above topics and to make commitments for resolving deficiencies.
- F. The CONTRACTOR shall provide a current submittal log at each progress meeting in accordance with Section 01340.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01310
CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor shall comply with the General Conditions.
- B. Submit revised progress schedules periodically.

1.02 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart.
 - 1. Provide separate horizontal bar for each trade or operation.
 - 2. Horizontal time scale; identify the first work day of each week.
 - 3. Scale and spacing: To allow for notations and future revisions.
 - 4. Minimum sheet size: 8-1/2 inches by 11 inches.
- B. Format of listings: The table of contents of the Contract Documents.
- C. Identification of listings: Items of work.

1.03 CONTENT OF SCHEDULE:

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction by activity.
 - 2. Show the dates for the beginning, and completion of each major element of construction.
 - 3. Show projected percentage of completion for each item, as of the first day of each month.
 - 4. Show an anticipated monthly payment schedule.
- B. Submittal Schedule for Shop Drawings, Product Data and Samples. Show:
 - 1. The dates for Contractor's submittal.
 - 2. The dates approved submittal will be required from the Engineer.

1.04 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and the impact on the schedule.
 - 2. Corrective action recommended, and its effect.

1.05 SUBMISSIONS

- A. Submit initial schedules in accordance with the General Conditions.
 - 1. Engineer will review schedules and return review copy within ten (10) days after receipt.
 - 2. If required, Contractor shall resubmit within seven (7) days after return of review copy.
- B. Submit revised progress schedules with each Application for Payment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01340

SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

PART 1 GENERAL

1.01 Requirements Included:

- A. The Contractor shall submit to the Engineer for review and exception, if any, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within fifteen (15) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way relieve the Contractor from submitting complete shop drawings, data, and samples in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting. This log should include the following items:
 - 1. Submittal Description and Number assigned.
 - 2. Date to Engineer.
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (No exceptions taken, returned for confirmation or resubmittal, rejected).
 - 5. Date of Resubmittal and Return (as applicable).
 - 6. Date material released (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submittal.

1.02 Contractor's Responsibility

-
- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp or evidence that the Contractor has not performed the required review will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.
- B. Determine and verify:
1. Field measurements.
 2. Field construction criteria.
 3. Catalog numbers and similar data.
 4. Conformance with Specifications and indicate all variances from the Specifications.
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him by the Engineer with no exceptions taken.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Engineer receives them.
- F. The Contractor shall submit five (5) copies of shop drawings and descriptive or product data submittal to complement shop drawings to the Engineer which will be retained for his use.
- G. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
- H. The Contractor shall utilize a Sequential Numbering System for submittals (1-999). Resubmittals or confirming material shall be assigned a letter next to the submittal number, i.e. A= second submittal, B= third submittal, etc.
- I. Submittals shall include a certified statement of compliance to the requirements detailed in the specifications in addition to other submittal requirements. This certification shall be prepared by the manufacturer and not the local supplier. Validity of the authority and position of the person signing the certification shall be verified by a Notary Public. The statement of compliance shall address each point of conformance contained in the governing specifications with definite comments of either compliance or non-compliance. Statements of non-compliance with points of conformance shall be accompanied by a statement of

justification as to the reason for non-conformance and why the non-complying feature is considered to be either equal to or better than the specified feature. The Engineer will use the certified statement of compliance in his evaluation of the submittal rendering a judgment as to equality to the specified product and issuing a statement as to whether the product is acceptable for or rejected from incorporation into the work.

- J. When a manufacturer named in the controlling specification is chosen to supply a product and the details of manufacture, size, and installation are shown on this standard catalog cut sheets, the manufacturer may submit the certified statement of compliance as detailed above along with installation details specific to the work such as laying schedules, etc. as required, deleting the standardized catalog data.

1.03 Engineer's Review of Shop Drawings

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation.
- B. The review of drawings and schedules will be general, and shall not be construed:
1. as permitting any departure from the Contract requirements;
 2. as relieving the Contractor of responsibility for any errors, including details, dimensions, omissions and materials;
- C. If the drawings or schedules as submitted describe variations per subparagraph (1.04.D), and show a departure from the Contract requirements which Engineer finds to be in the best interest of the Owner and to be so minor as not to involve a change in Contract Price or Time, The Engineer may return the reviewed Drawings without noting any exception.
- D. After the ENGINEER completes his review, the Shop Drawings will be marked with one of the following notations:
1. No Exceptions Taken.
 2. Make Corrections Noted.
 3. Revise and Resubmit.
 4. Rejected.
 5. Submit Specified Item.
- E. If a submittal is acceptable, it will be marked "No Exception Taken" or "Make Corrections Noted". Three copies of the submittal will be returned to the CONTRACTOR.
- F. Upon return of a submittal marked "No Exception Taken" or "Make Corrections Noted", the CONTRACTOR may order, ship or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.
- G. If a Shop Drawing action is "Make Corrections Noted" but has extensive corrections or corrections affecting other drawings or Work, the ENGINEER may require that the CONTRACTOR make the corrections indicated thereon and resubmit the Shop Drawings for

record purposes. In this case, the submittal will be marked "Make Corrections Noted-Resubmit".

- H. If a submittal is unacceptable, two copies will be returned to the CONTRACTOR with one of the following notations:
 - 1. "Revise and Resubmit"
 - 2. "Rejected"
- I. Upon return of a submittal marked "Revise and Resubmit", the CONTRACTOR shall make the corrections indicated and repeat the initial approval procedure. The "Rejected" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, the CONTRACTOR shall repeat the initial approval procedure utilizing acceptable material or equipment.
- J. Submittals lacking adequate details or information to allow the ENGINEER to determine whether or not the submittal meets the intent of the Contract specifications shall be marked "Submit Specified Item" and returned without further comment.
- K. Shop Drawings or other submittals not bearing the ENGINEER'S "No Exception Taken" or "Make Corrections Noted" notations shall not be issued to Subcontractors nor utilized for construction purposes. No Work shall be performed or equipment installed without a drawing or submittal bearing one of these notations.
- L. In the event the CONTRACTOR obtains the ENGINEER'S approval for the use of equipment other than that which is shown or specified, the CONTRACTOR shall, at his own expense and using methods approved by the ENGINEER, make all changes to the Work, including structures, piping, electrical, equipment and controls, that may be necessary to accommodate this equipment.
- M. Resubmittals will be handled in the same manner as first submittals. The Contractor shall direct specific attention to revisions other than the corrections requested by the Engineer on previous submissions by written details or markings on the resubmitted Shop Drawings. The Contractor shall make any corrections required by the Engineer.
- N. If the Contractor considers any correction indicated on the Drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- O. The Engineer will review a submittal/resubmittal a maximum of three times after which cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer's charges to the Owner under the terms of the Engineer's agreement with the Owner.
- P. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions or approval from the Engineer.

Q. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "NOT APPROVED" until resubmitted.

1.13 SHOP DRAWINGS

- A. Shop drawings shall be complete and detailed.
- B. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- C. Each shop drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Number and title of the drawing.
 - 2. Date of drawing or revision.
 - 3. Name of project building or facility.
 - 4. Name of contractor and subcontractor submitting drawing.
 - 5. Clear identification of contents and location of the work.
 - 6. Specification number and title.
- D. If Drawings show variations from Contract requirements because of standard Shop practice or other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such Drawings have been reviewed.
- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material as required. Materials and equipment lists shall give for each item thereon the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish, and all other pertinent data.
- F. The Contractor shall provide a list including the equipment name, address, and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained for all mechanical and electrical equipment furnished.
- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required Shop Drawings. The

installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.

- H. Only the Engineer will utilize the color red in marking Shop Drawing submittals.
- I. Before final payment is made, the Contractor shall furnish to Engineer five (5) sets of record shop drawings all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, yard piping, electrical system and instrumentation system.

1.13 Working Drawings

- A. Working drawings shall be considered to mean the Contractor's plans for temporary structures.
- B. Copies of working drawings as noted in subparagraph 1.02, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.
- C. The Engineer will not review working drawings but shall use them as information to monitor the work performed by the Contractor.

1.14 Samples

- A. The Contractor shall furnish for the review of the Engineer samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed and the Contractor shall prepay all shipping charges. Materials or equipment for which samples are required shall not be used in work until reviewed by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Name of Contractor and Subcontractor
 - 3. Material or Equipment represented
 - 4. Place of Origin
 - 5. Name of Producer and Brand (if any).
 - 6. Location in Project

(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)

- C. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in subparagraph 1.06B above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer under separate cover and the remaining copy shall be for the Contractor's records. Review of a sample shall be only for the characteristics or use named and shall not be construed to change or modify any Contract requirements.
- D. Reviewed samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the reviewed samples. Samples which failed testing or were rejected will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01410

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor will employ and pay for the services of an Independent Testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

- A. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.

1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

Laboratory is not authorized to:

- A. Release, revoke, alter or enlarge on requirements of Contract Documents.
- B. Approve or accept any portion of the Work.
- C. Perform any duties of the Contractor.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel; provide access to Work, to Manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Owner may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
 - 1. To provide access to Work to be tested.

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- 2 To obtain and handle samples at the Project site or at the source of the product to be tested.
 3. To facilitate inspections and tests.
 4. For storage and curing of test samples.
- F. Notify laboratory at least 24 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
- G. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required for the Contractor's convenience and as approved by the Owner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Material and equipment incorporated into the Work shall:

- A. Conform to applicable specifications and standards.
- B. Comply with size, make, type, and quality specified to the greatest extent possible, detailing all aspects and providing explicit reasons for parameters not in compliance and specifically approved in writing by the Engineer.
- C. Manufactured and Fabricated Products:
 - 1. Design, fabricate, and assemble in accord with the best engineering and standard shop practices.
 - 2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - 3. Two or more items of the same kind shall be produced, by the same manufacturer.
 - 4. Products shall be suitable for service conditions.
 - 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- D. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the Work without prior approval of the Engineer.
- B. The Contractor shall submit to the Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Engineer to identify the particular product along with references to the applicable section(s) of the specifications to form an opinion as to its conformity to the specifications. The data shall comply with Paragraph 1.06 of this Section.
- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. If the Engineer requires, the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the

specifications. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense. Except as otherwise noted, the Contractor will make arrangements for and pay for the tests. Where such tests confirm compliance with the specifications, the Owner will reimburse the actual charges of the testing firm paid by the Contractor.

- D. Contractor shall submit data and samples sufficiently early to permit consideration, approval, manufacture, and delivery of materials before they are necessary for incorporation in the work. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against the Owner or the Engineer.
- E. The materials and equipment used in the Work shall correspond to the approved samples or other data.

1.03 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When Contract Documents require that installation of the Work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five copies to the Engineer. One complete set of the installation instructions shall be available for use on the job site during and through completion of the Work.
- B. Handle, install, connect, clean, condition and adjust products as required by the manufacturer's instructions and in conformity with specified requirements.
 - 1. Should the specified requirements conflict with the manufacturer's instructions, the manufacturer's instructions shall have priority unless changes are authorized in writing by the manufacturer.
 - 2. Should job conditions conflict with the manufacturer's instructions, consult with the manufacturer for clarification.
 - 3. Clarifications of installation instructions shall be issued only by the manufacturer, shall be in writing, and shall be distributed to all parties involved in the installation as stated above and prior to alteration of the installation procedures.
 - 4. Do not proceed with the Work without clear instructions concerning the specific installation procedures.
- C. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the manufacturer.

1.04 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of Products as required by the currently approved construction schedule coordinating each delivery to avoid conflict with other work and conditions at the site.
 - 1. Deliver Products in a undamaged condition, in the manufacturer's original containers or packaging and with identifying labels intact and legible.
 - 2. Prior to accepting delivery, inspect shipments to assure compliance with approved submittal, and that the Products have been properly protected and are undamaged.
- B. Provide equipment and personnel to handle Products preventing soiling or damage to the Products or their protective packaging.

1.05 STORAGE AND PROTECTION

- A. Store Products in accord with manufacturer's instruction, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weathertight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
 - 3. Store fabricated products above the ground, on blocking or skids, prevent spoiling, staining or corrosion. Cover products which are subject to deterioration with impervious sheet coverings and provide adequate ventilation to avoid condensation.
 - 4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- B. All materials and equipment to be incorporated in the Work shall be handled and stored in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and other injury, theft or damage.
- C. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All miscellaneous steel, structural steel and reinforcing steel shall be stored off the ground, kept free of accumulations of dirt and grease, and in areas free of standing water to minimize rusting. Precast concrete sections shall be handled and stored in a manner to prevent staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce staining, breaking, chipping, cracking, and spalling.
- D. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended, including aesthetics, shall be promptly removed from the site of the work.
- E. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections and exercise or rotate moving parts of stored products as required by the

manufacturer to assure that products are maintained under specified conditions and free from damage or deterioration.

- F. Provide substantial coverings as necessary to protect installed products from damage caused by traffic and subsequent construction operations. Remove the protective covering when no longer needed.
- G. The Contractor shall be responsible for all material, equipment, and supplies sold and delivered to the Owner under this Contract until final inspection of the Work and acceptance thereof by the Owner. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance they shall be replaced by the Contractor.
- H. Should the Contractor fail to take proper action to properly store and handle equipment supplied under this Contract, the Owner retains the right to notify the Contractor in writing of the deficiencies, to correct all deficiencies and deduct the cost associated with these corrections from the contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administration, clerical, engineering and any other costs associated with making the necessary corrections.

1.06 SUBSTITUTIONS AND PRODUCT OPTIONS

A. Products List:

Within fifteen (15) days after the Notice to Proceed, submit to the Engineer complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor.

B. Contractor's Options:

- 1. For Products specified only by reference standard, select any product meeting that standard.
- 2. For Products specified by naming one or more Products or manufacturers and "or equal", Contractor must submit a request as for substitutions for any Product or manufacturer not specifically named.

C. Substitutions:

- 1. For a period of thirty (30) days after the Effective Date of the Agreement, the Engineer will consider written requests from Contractor for substitution of Products.

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2. Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
 - a. Comparison of the qualities of the proposed substitution with that specified.
 - b. Changes required in other elements of the work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost data comparing the proposed substitution with the Product specified.
 - e. Any required license fees or royalties.
 - f. Availability of maintenance service, and source of replacement materials.
 3. The Engineer shall be the judge of the acceptability of the proposed substitution.

D. Contractor's Representation:

A request for a substitution constitutes a representation that Contractor:

1. Has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified.
2. Will provide the same warranties or bonds for the substitution as for the Product specified.
3. Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.
4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

1.07 SPECIAL TOOLS

Manufacturers of equipment and machinery shall furnish any special tools required for normal adjustment, operations and maintenance, together with instructions for their use. The Contractor shall preserve and deliver to the Owner these tools and instructions in good order no later than upon completion of the Contract.

1.08 WARRANTY

For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's as stipulated in the specifications for each piece of equipment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01630

SUBSTITUTIONS

PART 1 GENERAL

1.01 General

Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions and shall contain complete data substantiating compliance of proposed substitution with Contract Documents.

1.02 Substitutions

- A. During a period of 60 days after execution of Contract, ENGINEER will consider written requests from CONTRACTOR for substitution of products or construction methods (if specified).
 - 1. After end of specified period, requests will be considered only in case of unavailability of products or other conditions beyond control of CONTRACTOR.
 - 2. If the CONTRACTOR proposes to use products other than named manufacturers in the technical Specification, the ENGINEER reserves the right to require the CONTRACTOR to submit information within the first 30 days after the NOTICE TO PROCEED verifying that the proposed equipment will comply with the Specifications.
- B. Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions, and shall contain complete data substantiating compliance of proposed substitution with the Contract Documents.
- C. In making request for substitution, CONTRACTOR represents:
 - 1. CONTRACTOR has investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
 - 2. CONTRACTOR will provide the same or better warranties or bonds for proposed substitution as for product or method specified.
 - 3. CONTRACTOR waives all claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent.
- D. Proposed substitutions will not be accepted if:
 - 1. They are only shown or implied on the Shop Drawings.
 - 2. Acceptance will require substantial revision of Contract Documents.
 - 3. They will change design concepts or Specifications.
 - 4. They will delay completion of the Work, or the work of other contractors.
- E. The ENGINEER will determine whether substitute brands or products are equal to those specified in the Contract Documents. No substitute will be ordered or installed without the ENGINEER'S prior written acceptance.
- F. The OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a

special performance guarantee or other surety with respect to any substitute.

- G. If the ENGINEER determines that a proposed substitute is not equal to that specified or described in the Drawings or Specifications, CONTRACTOR shall furnish one of the brands or products specified or described, at no additional cost to the OWNER.
- H. Engineering Costs:
1. The ENGINEER will record all time required in evaluating substitutions proposed by CONTRACTOR and in making any change in the Drawings or Specifications occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute CONTRACTOR will reimburse the OWNER for the actual cost of the ENGINEER for evaluating any proposed substitute which either does not meet the requirements of the Drawings and Specifications, or the acceptance of which would require changes to other portions of the Work.
 2. CONTRACTOR shall reimburse OWNER for all associated engineering costs, including redesign, additional shop drawing reviews, investigations, consultant fees and revision of the Contract Documents required because of the substitution.
- I. The time required by the ENGINEER to evaluate and either accept or reject proposed substitutes is included in the Contract Time and no extension of the Contract Time shall be allowed therefore.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01710

CLEANING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Cleaning shall include daily "policing" of the work and surrounding areas to clear general debris waste paper, wood scraps, broken concrete, loose riprap, and other objectionable material along with the final cleanup of site(s) required for project acceptance. **DAILY CLEANUP IS REQUIRED.**

1.02 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties, free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide onsite containers for the collection of waste materials, debris and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in onsite containers.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- D. Prior to final completion or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that the entire Work is clean.

**** END OF SECTION ****

SECTION 01720
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Maintain at the site for the Owner one record copy of:

- A. Conformed Drawings.
- B. Conformed Specifications.
- C. Change Orders and other Modifications to the Contract.
- D. Engineer's Field Orders or written instructions.
- E. Approved Shop Drawings, Working Drawings and Samples.
- F. Field Test records.
- G. Construction photographs.
- H. Latest, Approved Progress Schedule.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in a manner and location to prevent damage.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI section numbers.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Owner.
- E. As a prerequisite for monthly progress payments, the Contractor is to exhibit the currently updated "record documents" for review by the Owner.

1.03 MARKING DEVICES

Provide felt tip marking pens for recording information in the color code designated by the Owner.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" with rubber stamp.
- B. Record information concurrently with construction progress and do not conceal any work until required information is recorded.
- C. Legibly mark drawings to record actual construction:
 - 1. The Contractor shall use the following color code in marking Contract Drawings:
 - a. Yellow for no change.
 - b. Red to indicate additions, deletions and changes.
 - 2. Elevations of various structure elements in relation to elevation datum.
 - a. Elevations referenced to control points established by the Owner's agent.
 - b. Specifically, elevations of drainage culvert inverts, ditch grades, top of roadway and driveway curbs, bridges, etc.
 - 3. Location of internal utilities and appurtenances concealed in the construction by referencing to visible and accessible features of the structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Field Order or by Change Order.
 - 6. Details not on original contract drawings.
- D. Specifications and Addenda; Legibly mark each Section to record:
 - 1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
 - 2. Changes made by Field Order or by Change Order.
- E. Shop Drawings (after final review):

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- F. Certified site survey and line elevations and stationing at 100 foot increments and all points of change of direction of channel improvements (Section 01050) by a registered land surveyor.

1.05 SUBMITTAL

- A. At Contract close-out, deliver Record Documents to the Owner.
- B. Accompany submittal with transmittal letter in duplicate, containing:
1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 4. Title and number of each Record Document.
 5. Signature of Contractor or his authorized representative.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01740

WARRANTIES AND BONDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Compile specified warranties and bonds, as in Articles 5 and 13 of the General Conditions.
- B. Co-execute submittals when so specified.
- C. Review submittals to verify compliance with Contract Documents.
- D. Submit to the Owner for review.

1.02 SUBMITTAL REQUIREMENTS

- A. Assemble and include warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, couplers, and subcontractors including effective dates.
- B. Number of original signed copies required. Two (2) each.
- C. Table of Contents. Neatly typed in orderly sequence. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Scope.
 - 4. Date of beginning warranty, and bond.
 - 5. Duration of warranty.
 - 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
 - 7. Contractor, name of responsible principal, address and telephone number.

1.04 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8-1/2-inches x 11-inches, punch sheets for standard 3-post binder.
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS." List:
 - a. Title of Project.
 - b. Name of Contractor.
- C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of 2-inches, "D" ring.

1.05 WARRANTY SUBMITTAL REQUIREMENTS

- A. For all components of the work, unless stated otherwise in the specifications for each individual item of equipment, submit a written warranty from the manufacturer to replace promptly any component thereof which, in the sole opinion of the Engineer, has defects in design, workmanship, materials, or performance within a one (1) year period following the date of acceptance for operation (Substantial Completion) by the Owner. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of acceptance for operation (beneficial use) by the Owner and shall be read in conjunction with the Contractor's warranty which shall operate together to provide for replacement of defective components and restoration of proper operation. The Contractor shall be solely responsible for both warranties.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 10 14 00 - SIGNAGE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Outdoor wayfinding signs, including double extruded post and panel system. Includes interchangeable signage panels with 4-color vinyl graphics with reflective
 - 2. Outdoor waterside identification signs, including timber pilings, galvanized steel frame supports, and aluminum sign panels with reflective 4-color vinyl graphics.

1.3 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced.

Aluminum Association: AA DAF45 (2003; Reaffirmed 2009) Designation System for Aluminum Finishes.

ASTM International: ASTM B221 (2014) Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.

Mississippi Department of Transportation (MDOT) Community Wayfinding Guide, Traffic Engineering Division (2015).

Manual on Uniform Traffic Control Devices (MUTCD) 2009 edition.

1.4 GENERAL REQUIREMENTS

- A. All exterior signage must be provided by a single manufacturer for each type. Exterior signage must be of the design, detail, sizes, types, and message content shown on the drawings, must conform to the requirements specified, and must be provided at the locations indicated. Signs must be complete with lettering, framing as detailed, accessories, and related components for a complete installation.

- B. Wind Load Requirements: Exterior signage must be designed to withstand 140 mph windload. Submit design analysis and supporting calculations performed in support of specified signage.

1.5 SUBMITTALS

- A. Samples for Verification: For each of the following products and for the full range of color, texture, and sign material indicated, of sizes indicated:
 - 1. Face panel: One complete frameless body and face panels of each type (includes Logo Panel and Wayfinding Panel) with letters and symbols, including reflective coating. If approved, the samples may be installed in the work, provided samples are identified and locations recorded.
 - 2. Extruded Post and Accessories: 12" long sample of post with end cap, post filler, reveal, and panel supports. All finishes must match finish specified in this section.
 - 3. Aluminum panel: 12" x 12" with representative graphics and reflective coating.
 - 4. Paint colors and coatings: 12" square sample of each paint color specified, including primer, color coating, and clear protective coating.
- B. Exterior Signage Schedule: submit exterior signage schedule in electronic media with spread sheet format. Spread sheet must include sign location, sign type, and messages.
- C. Wind Load: Calculations and manufacturer's requirements for foundations to support specified signage.
- D. Qualification Data: For fabricator.
- E. Product Data: Installation.
- F. Maintenance Data: Protection and Cleaning of signs to include in maintenance manuals.
- G. Warranty: Special warranty specified in this Section.

1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: Signs must be the standard product of a manufacturer regularly engaged in the manufacture of the products. Items must essentially duplicate signs that have been in satisfactory use for at least 2 years prior to bid opening.

1.7 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit installation of signs in exterior locations to be performed according to manufacturers' written instructions and warranty requirements.
- B. Materials must be wrapped for shipment and storage, delivered to the jobsite in manufacturer's original packaging, and stored in a clean, dry area in accordance with manufacturer's instructions.
- C. Equipment for driving piles shall take into account weather conditions and not cause damage to the marsh edge, nor add any fill material within delineated wetlands.

1.8 EXTRA STOCK

- A. Provide 4 extra interchangeable Logo Panels including vinyl graphics and reflective coating, plus 8 extra Wayfinding Panels of the identical base color, size, and composition, but without message or graphics.
- B. Provide 1 gallon each of primer, color coating, and clear protective coating for touchup painting.

1.9 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Deterioration of metal and polymer finishes beyond normal weathering.
 - b. Deterioration of embedded graphic image colors, sign lamination, or retroreflective coating.
 - c. Deterioration of metal primer, color coat, or clear coating on extruded metal beyond normal weathering.
 - 2. Warranty Period: Three years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Modular Exterior Signage System. Exterior signage must consist of a system of coordinated directional and identification signs located where shown. Dimensions, details, materials, message content, and design of signage must be as shown.
 - 1. Freestanding Base Mounted Pylon Signs. One-piece 4" round aluminum extruded post with minimum 0.125" wall thickness. Include caps, post fillers, one reveal shapes,

adaptors, and other accessories necessary for a complete installation at each post. Post must be designed to accept panel framing system described without exposed fasteners.

2. Panel Framing: Aluminum sections and interlocking track components for fixed flush face with concealed fasteners. Include corner angles and other accessories necessary for a complete installation.

3. Face Panel: Modular Message Panels must be provided as shown on the drawings. Panels shall be fabricated minimum 0.090 inch thick extruded aluminum. Panels must be designed to be interchangeable. Pressure-sensitive precision cut vinyl letters with retroreflective surface must be provided. Vinyl sheeting must be 5 to 7 year premium type minimum 0.003 inch film thickness. The minimum luminance ratio of legend to background shall be 3:1 to show the same shape and similar color by both day and night. See drawings for message content. Typeface: Century Gothic. Text Height: Uppercase: 4.5" min. Lowercase: 3.5" min. Colors: as shown on the drawings.

4. Basis of Design Manufacturer: SignComp Series 4 Post and Panel System. 3032 Walker Ridge Dr. NW, Grand Rapids, MI 49544. 877.784.0405. www.signcomp.com.

2.2 TIMBER POSTS AND PILINGS

A. One-piece marine-grade preservative-treated timber utility posts, minimum 12" outside diameter. Post must be capable of supporting signs and frames as shown in the drawings. Poles must meet the reference standard ANSI 05.1-2017.

2.3 ALUMINUM SIGNS

A. Aluminum signs, 0.125" thickness, single-sided graphics. Signs shall be printed on retroreflective roll material to minimum luminance ratio of legend to background equal to 3:1.

2.4 ALUMINUM FINISH FOR EXTRUDED POSTS

A. Shop finish aluminum extrusions with materials from a single manufacturer as follows:

1. Primer: Non-Chromate Etching Primer. Matthews 74 350 SP. Follow manufacturer's recommendations for substrate preparation, application, drying time, and number of coats to reach full thickness required.

2. Color Topcoat: Low VOC Satin Acrylic Polyurethane. Matthews Satin VOC MAP. Follow manufacturer's recommendations for substrate preparation, application, drying time, and number of coats to reach full thickness required. Color to be selected from the manufacturer's full range of products, as shown on the drawings.

3. Clear Protective Gloss: two-part high-gloss clear polyurethane. Matthews 282 208SP. Follow manufacturer's recommendations for substrate preparation, application, drying time, and number of coats to reach full thickness required.

4. Basis of Design Product: Matthews Paint, 760 Pittsburgh Drive, Delaware, OH 43015. 800.323.6593. www.matthewspaint.com.

2.5 MOUNTING

- A. Provide permanent mounting by embedding posts in concrete foundation as indicated.
 - 1. Provide anchors and Inserts per the manufacturer's recommendations for wind loading; nonferrous-metal or hot-dip galvanized anchors and inserts for exterior installations as required for corrosion resistance. Use toothed steel or lead expansion-bolt devices for drilled-in-place anchors. Furnish inserts as required to be set into concrete.
 - 2. Exposed anchors and fastener materials must be compatible with metal to which applied and must match in color and finish and must be non-rusting, non-corroding, and non-staining. Exposed fasteners must be tamper-proof. Where dissimilar metals are in contact, or where aluminum is in contact with concrete, the surfaces must be protected with a coat of zinc-molybdate primer to prevent galvanic or corrosive action. Surfaces of items to be embedded in concrete must not be painted.
 - 3. Dock sign frames shall be galvanized steel angles with galvanized steel bolted connections as shown (nominally) on the drawings. Manufacturer shall design the system as required to meet the performance standards for wind loading and warranty defined in this specification.
- B. Provide breakaway footings as required by the MDOT Community Wayfinding Guide and referenced MUTCD standard at all locations on State Aid Roadways.

PART 3 - EXECUTION

3.1 SHOP FABRICATION

- A. Work must be assembled in the shop, as far as practical, ready for installation at the site. Work that cannot be shop assembled must be given a trial fit in the shop to ensure proper field assembly. Holes for bolts and screws must be drilled or punched to produce clean, true lines and surfaces. Welding must be continuous along the entire area of contact. Exposed welds must be ground smooth. Exposed surfaces of work must have a smooth finish. Fastenings must be concealed where practical. Joints exposed to weather must be formed to exclude water. Drainage and weep holes must be included as required to prevent condensation buildup.

3.2 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.
- B. Verify that items, including anchor inserts are sized and located to accommodate signs.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 ANCHORAGE

- A. Anchorage and fastener materials must be in accordance with approved manufacturer's instructions.

3.4 INSTALLATION

- A. Locate signs and accessories where indicated, using mounting methods of types described and complying with manufacturer's written instructions.
 - 1. Install signs level, plumb, and at heights indicated, with sign surfaces free of distortion and other defects in appearance.

3.5 CLEANING AND PROTECTION

- A. This work must be protected against damage during construction. Hardware and electrical equipment must be adjusted for proper operation. After installation, clean sign surfaces according to manufacturer's written instructions. Protect signs from damage until acceptance by Owner.

END OF SECTION 10 14 00

ADVERTISEMENT FOR BIDS
WAYFINDING & PARKING SIGNAGE
DOWNTOWN HATTIESBURG
CITY OF HATTIESBURG, MISSISSIPPI

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **July 23**, 2020 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists of wayfinding signs and parking signs throughout the downtown Hattiesburg area. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date hereinbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Bid documents are being made available via paper copy or pdf. All interested bidders are required to log-in or register for an account at www.hattiesburgsbids.com OR www.neel-schafferplans.com to view and order Bid Documents. All plan holders are required to have a valid email address for registration. Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders please contact Plan House Printing at (601) 336-6378.

The Owner hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Landscape Architect is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Fax No. (601)-545-2267. Austin Lovitt, ASLA – Project Manager.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

June 24, 2020

July 1, 2020



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, June 16, 2020

Re: Approve plans and specifications for the Water System Improvements - Lincoln Road at Lamar Boulevard and Hegwood Drive Project and authorize advertisement for bids for same.
File Number: 2020-384
Minute Book #

Summary

Approve plans and specifications for the Water System Improvements - Lincoln Road at Lamar Boulevard and Hegwood Drive Project and authorize advertisement for bids for same.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 16, 2020 City Council meeting for consideration.

PUBLIC UTILITIES

CABLE
COMCAST
2100 LINCOLN RD
HATTIESBURG, MS 39402
(601) 264-1188

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) 346-6463

TELEPAK DBA CSPIRE FIBER
1018 HIGHLAND COLONY PKWY
SUITE 300
RIDGELAND, MS 39157
(855) 277-4732

SOUTHERN LIGHT LLC
9501 INTERNATIONAL COURT NORTH
ST. PETERSBURG, FL 33716
(727) 471-5600

GAS
SPIRE
P.O. BOX 1649
HATTIESBURG, MS 39403
(601) 544-6001

SEWER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES ST
HATTIESBURG, MS 39403
(601) 545-4530

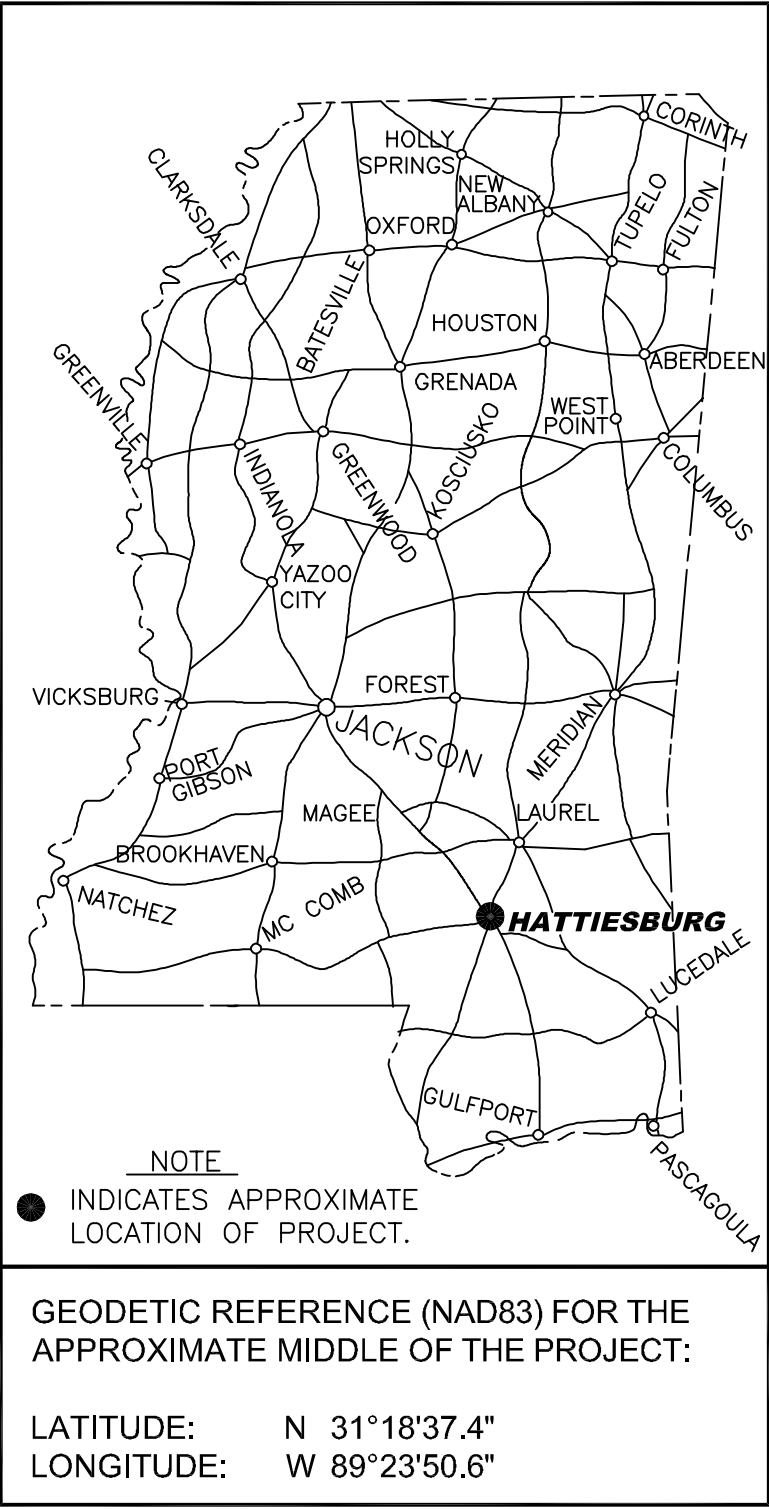
WATER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES ST
HATTIESBURG, MS 39403
(601) 545-4530

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
WATER SYSTEM IMPROVEMENTS
ALONG LINCOLN ROAD
FOR THE
CITY OF HATTIESBURG
LAMAR COUNTY
MISSISSIPPI



DETAILED INDEX

SHEET No.	DESCRIPTION
1	COVER SHEET
2	VICINITY MAP
3	WATER SYSTEM MAP
4	GENERAL NOTES AND SYMBOL LEGENDS
5	SITE PLAN - LINCOLN ROAD
6	SITE PLAN - LINCOLN ROAD
7	SITE PLAN - LINCOLN ROAD
8	WATER INSTALLATION DETAILS
9	WATER INSTALLATION DETAILS
10	TRACER WIRE DETAILS
11	PAVEMENT REPAIR & VEGETATION SCHEDULE
6101	TYPICAL TEMPORARY EROSION/SEDIMENT CONTROL APPLICATIONS
6102	DETAILS OF SEDIMENT BARRIER APPLICATIONS
6103	DETAILS OF SILT FENCE INSTALLATION
6104	DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS
6106	DETAILS OF EROSION CONTROL WATTLE DITCH CHECK
6351	TRAFFIC CONTROL PLAN WITH FLAGGER
6358	HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS



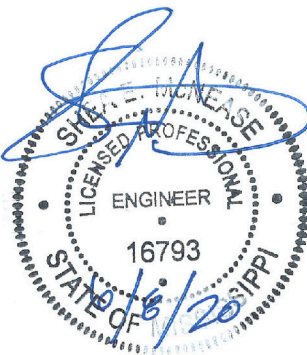
Know what's below.
Call before you dig.

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
19032810030464	LINCOLN ROAD & LAMAR BOULEVARD
17050508540259	LINCOLN ROAD & LAMAR BOULEVARD

JUNE 2020



MAYOR
Toby Barker

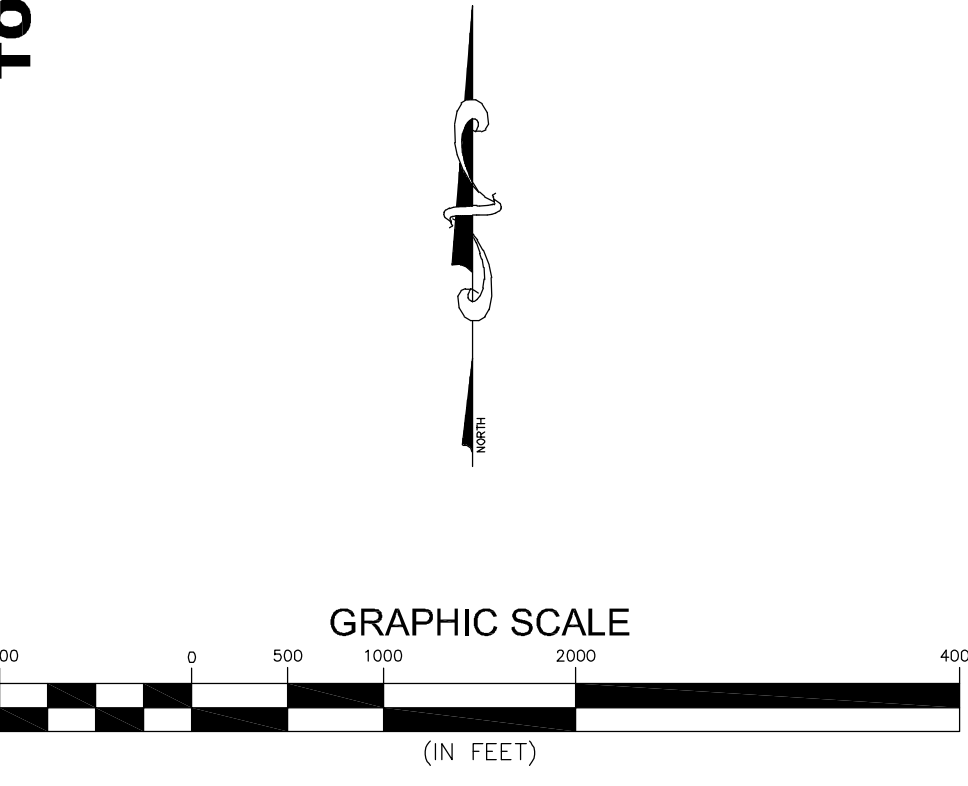
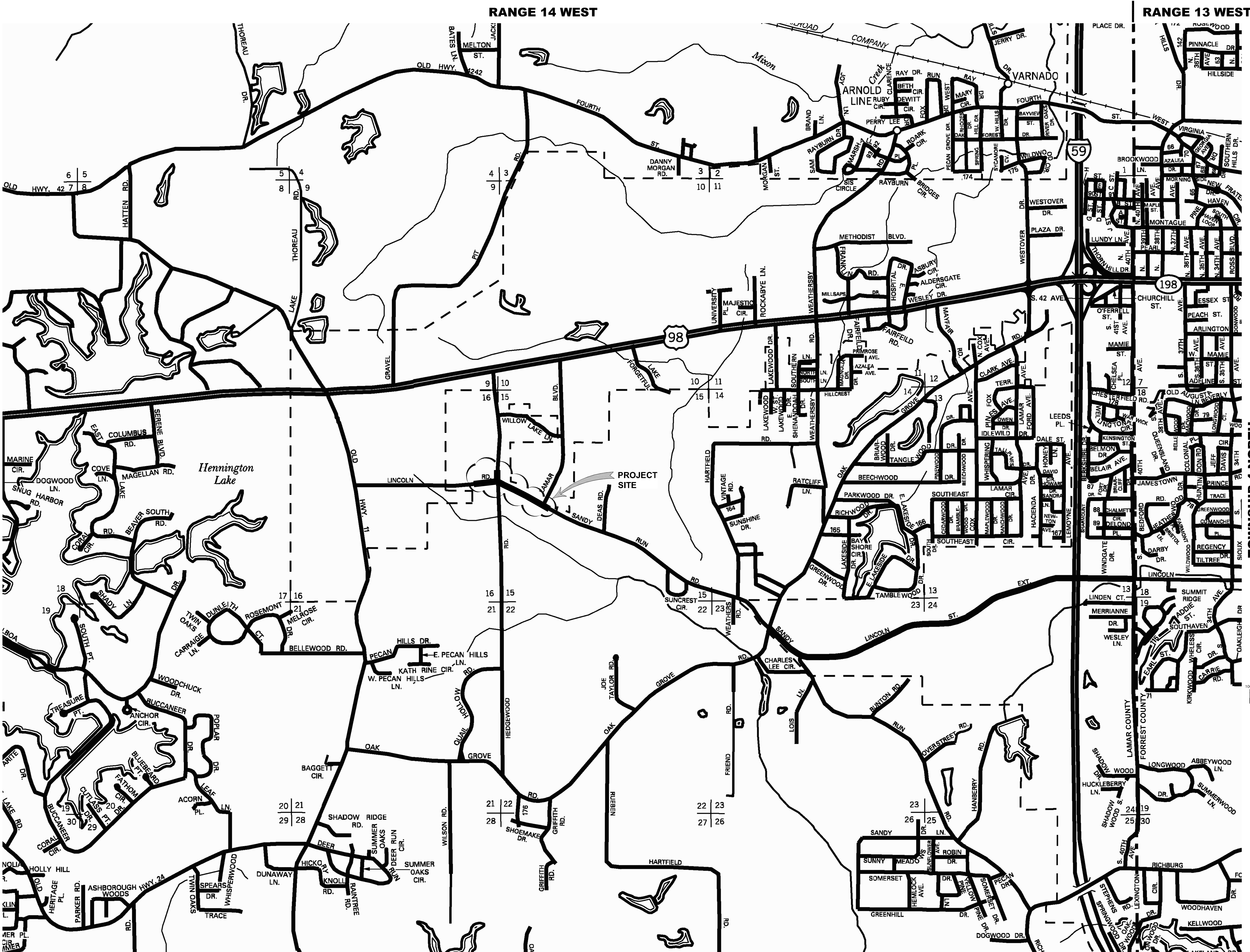
COUNCIL PERSONS
Carter Carroll, President
Mary Dryden, Vice President
Jeffery George
Deborah Denard Delgado
Nicholas Brown

DIRECTOR OF ENGINEERING
Lamar Rutland, PE

PREPARED BY:

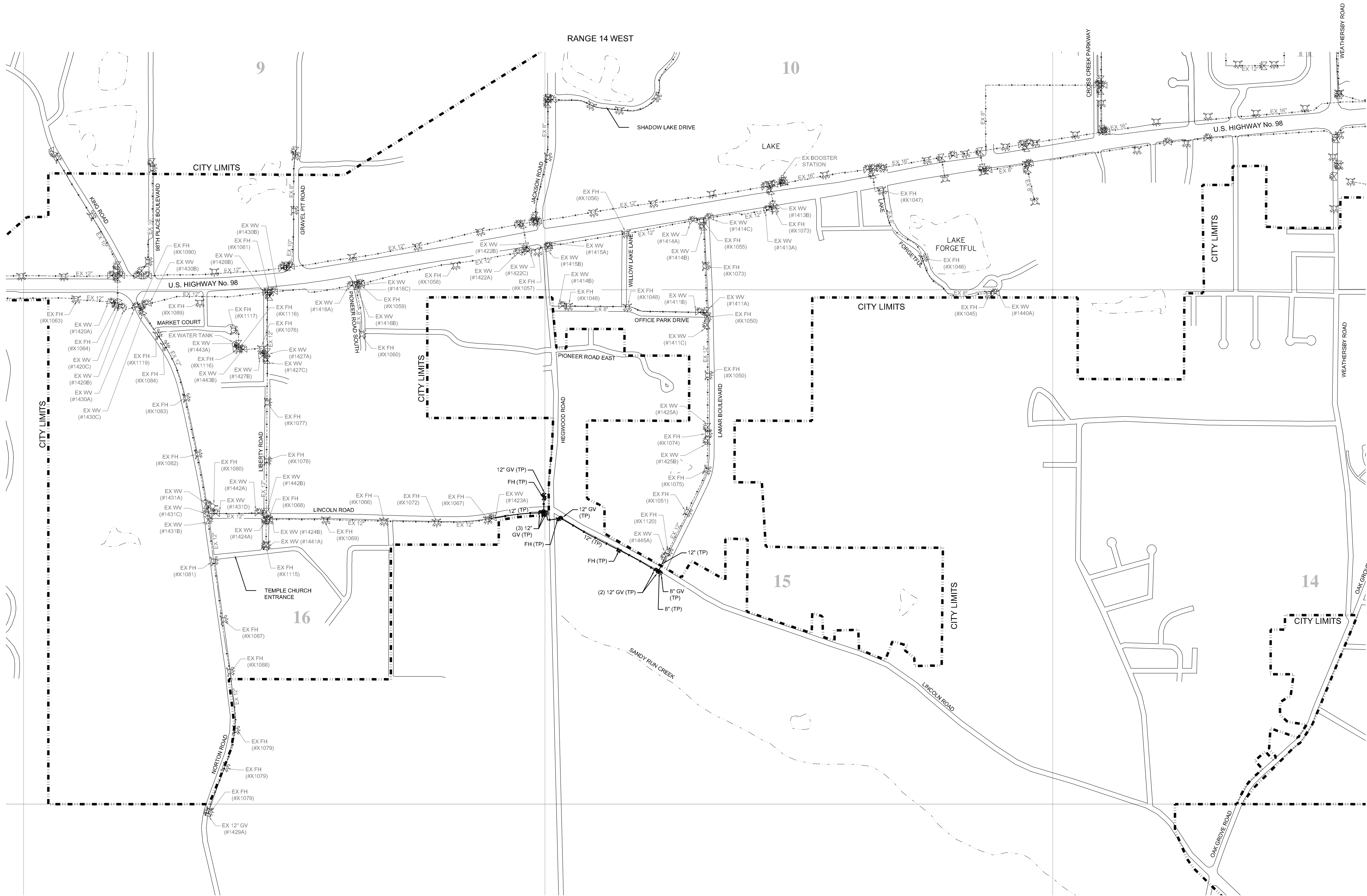
sdw
Engineering Progress
301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

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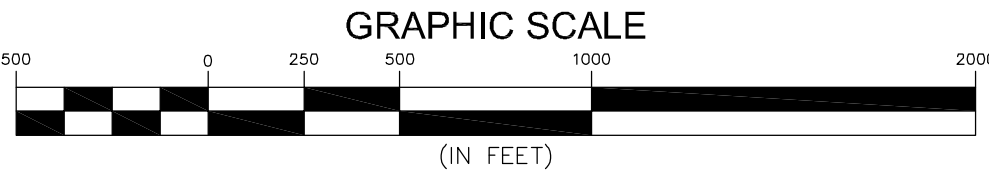
NO.	DATE	DESCRIPTION	BY
VICINITY MAP			
WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
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LEGEND:

- EX - EXISTING
FH - EXIST FIRE HYDRANT
WV - EXIST WATER VALVE
FH - FIRE HYDRANT
GV - GATE VALVE
TP - THIS PROJECT



NO.	DATE	DESCRIPTION	BY

WATER SYSTEM MAP

WATER SYSTEM IMPROVEMENTS
CITY OF HATTIESBURG
LAMAR COUNTY, MISSISSIPPI

sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com	
Drawn by: RES/SLS	Checked by: SEM
Date: 06/05/2020	Scale: AS NOTED
Drawing No.: 11248W	Sheet No. 3

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ABBREVIATION LEGEND:

APPURT	- APPURTENANCES
ASPLT	- ASPHALT
BLDG	- BUILDING
CONC	- CONCRETE
CON	- CONNECTION
CMP	- CORRUGATED METAL PIPE
CPP	- CORRUGATED PLASTIC PIPE
DRV	- DRIVE
DI	- DUCTILE IRON PIPE
EXIST	- EXISTING
NIC	- NOT IN CONTRACT
ℙ	- PROPERTY LINE
RCAP	- REINFORCED CONCRETE ARCHED PIPE
RCP	- REINFORCED CONCRETE PIPE
REQ'D	- REQUIRED
ROW	- RIGHT OF WAY
TYP	- TYPICAL
W/	- WITH

SYMBOL LEGEND:

	- BUSH
	- CREPE MYRTLE
	- FENCE
	- FIBER OPTIC INDICATOR POST
	- FIBER OPTIC PULL BOX
	- FIBER OPTIC PEDESTAL
	- FIRE HYDRANT
	- GAS INDICATOR POST
	- GAS LINE
	- GAS VALVE
	- LIGHT ON POLE
	- MAIL BOX
	- OVERHEAD POWER LINE
	- POLE GUY WIRE
	- PROPERTY LINE
	- POWER PULL BOX
	- SAN SWR CLEAN-OUT
	- SAN SWR LINE
	- SAN SWR MANHOLE
	- SAN SWR PUMP STATION
	- SIGN
	- SUBDIVISION LOT LINES
	- TELEPHONE PEDESTAL
	- TREE 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

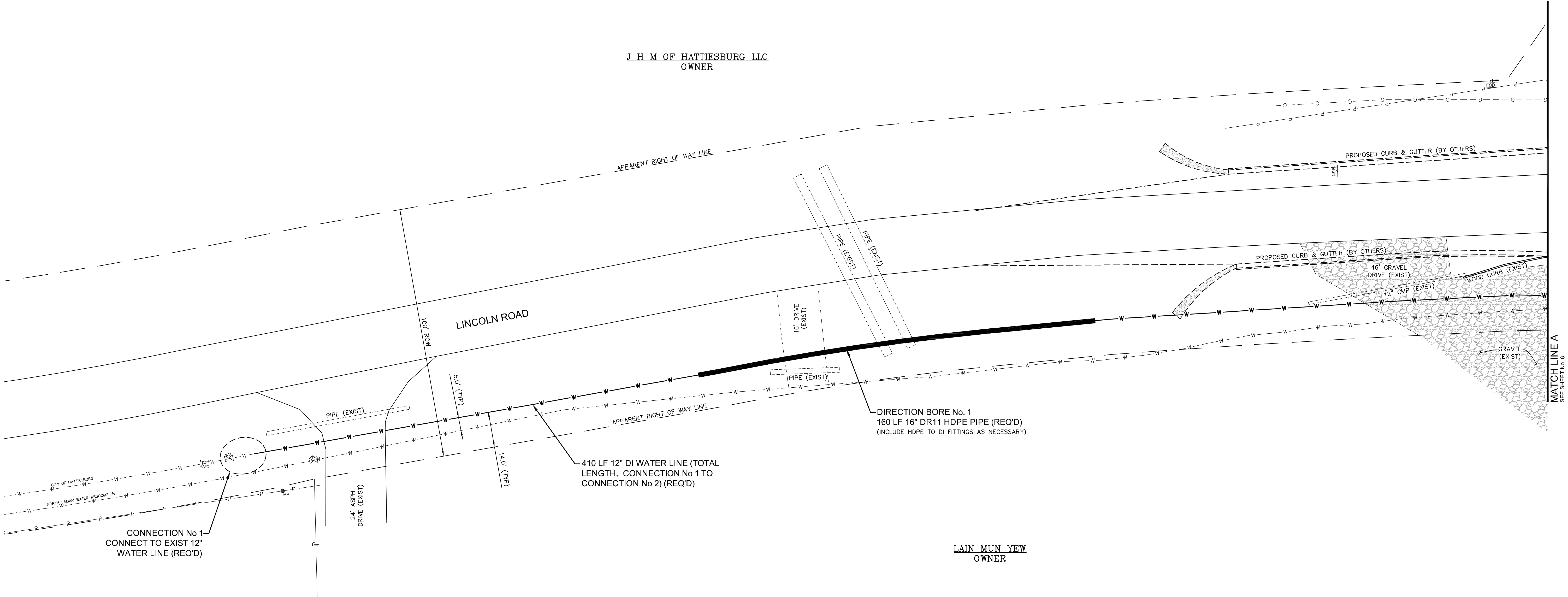
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.
- THE CONTRACTOR SHALL KEEP A SET OF BLUE LINE PRINTS OF THE PROJECT ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA SHALL BE COLLECTED AND PUT ON THE DRAWINGS DAILY. 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.
- 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.
- 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 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.
- 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 WATER PIPE SHALL BE DUCTILE IRON, CLASS 350, AND/OR HDPE DR11, 200 PSI, AS NOTED ON PLANS.
- ALL FITTINGS AND VALVES SHALL BE DUCTILE IRON WITH CONCRETE THRUST BLOCK AT ALL BENDS AND RODDED TOGETHER WITH ALL THREAD ROD. ALL TEES AND VALVES SHALL BE RODDED TOGETHER AS ONE UNIT. VALVES AND FIRE HYDRANTS SHALL BE RODDED TOGETHER BUT SEPARATE FROM THE TEE AND OTHER VALVES. ALL FITTINGS, EXCEPT VALVES SHALL BE ABSORBED ITEMS.
- ALL BENDS SHOWN IN THE PROPOSED WATERLINE SHALL BE ACCOMPLISHED THROUGH THE USE OF THE REQUIRED FITTINGS (22.5', 30', 45'...). SINGLE 90° BEND FITTINGS SHALL NOT BE PERMITTED UNLESS SPECIFICALLY NOTED ON THE PLANS AND/OR APPROVED BY THE ENGINEER. 90° BENDS SHALL BE ACCOMPLISHED BY USING MULTIPLE SMALLER BEND FITTINGS. BENDS SHOWN ON THE PLAN SHEETS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO BIDDING AND CONSTRUCTION. ONLY MAJOR BENDS ARE SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FITTINGS NECESSARY TO INSTALL THE PROPOSED WATER LINE. (NO SEPARATE PAY) TEES 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 CONSTRUCT A FIRE WATER LINE. NO SERVICES SHALL BE CONNECTED TO THE PROPOSED WATER LINES IN THIS PROJECT.

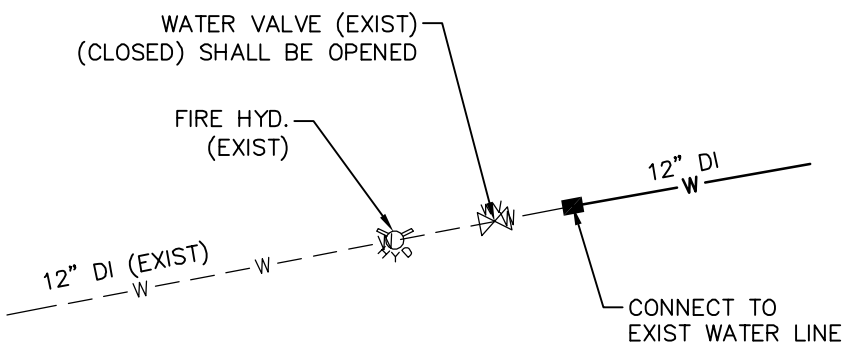
NO.	DATE	DESCRIPTION	BY
GENERAL NOTES, SYMBOLS & LEGENDS			
WATER SYSTEM IMPROVEMENTS CITY OF HATTIESBURG LAMAR COUNTY, MISSISSIPPI			
 Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
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Date:	06/05/2020	Scale:	NONE
Drawing No.:	11248W	Sheet No.	4

J H M OF HATTIESBURG LLC
OWNER



FLANAGAN CONSTRUCTION COMPANY
OWNER
23 LIBERTY PLACE

LAIN MUN YEW
OWNER

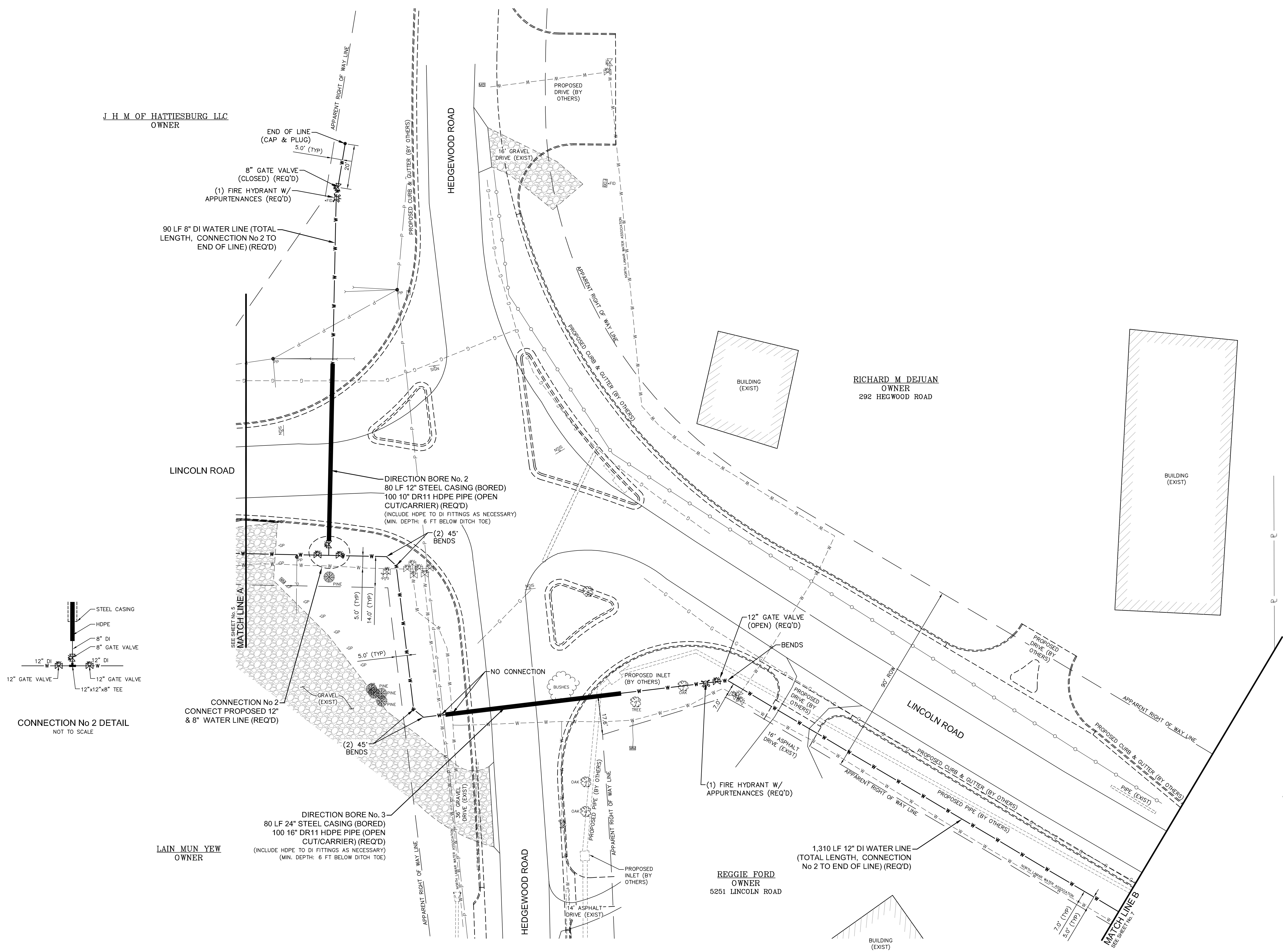


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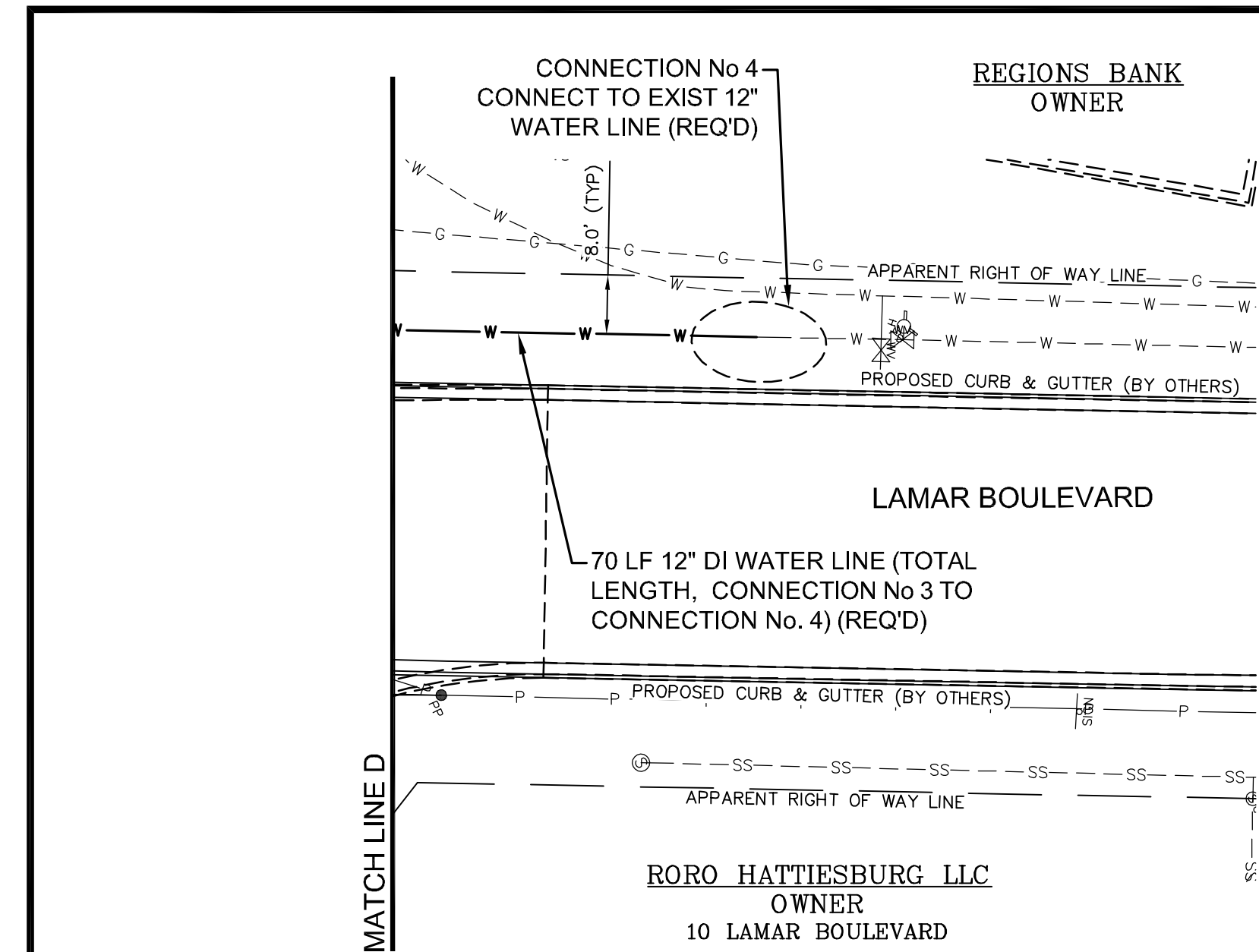
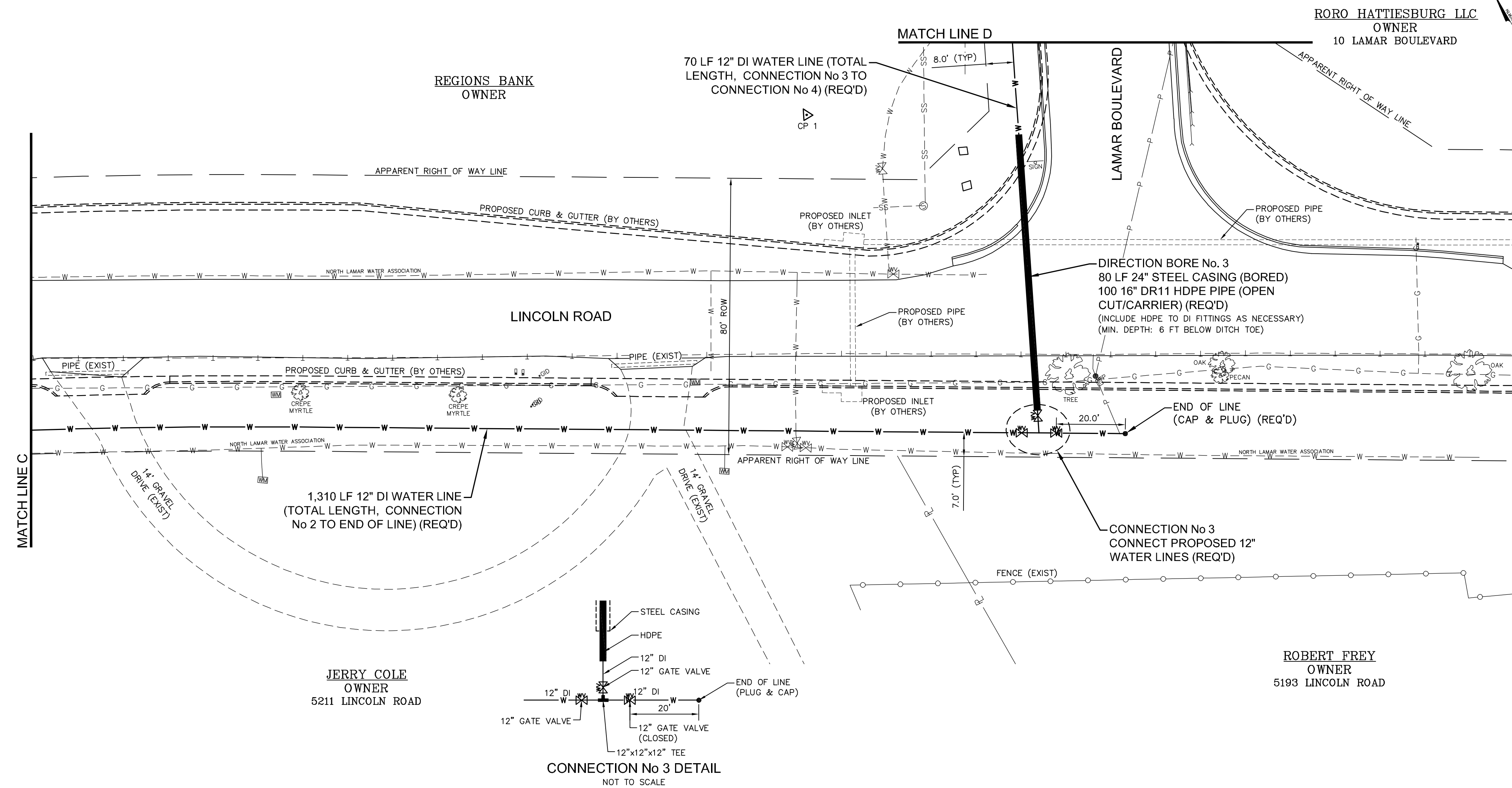
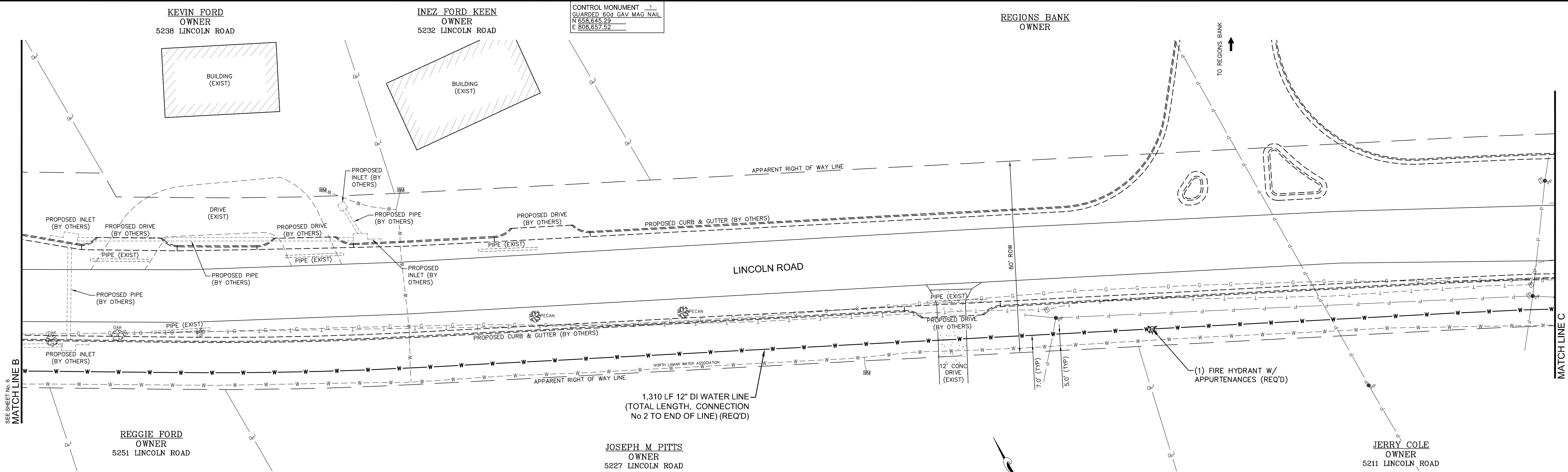
NO.	DATE	DESCRIPTION	BY
SITE PLAN – LINCOLN ROAD			
WATER SYSTEM IMPROVEMENTS CITY OF HATTIESBURG LAMAR COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
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NO.	DATE	DESCRIPTION	BY
SITE PLAN – LINCOLN ROAD			
WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			
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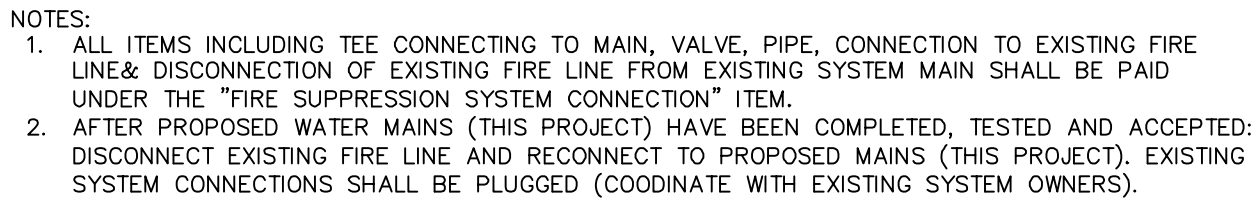
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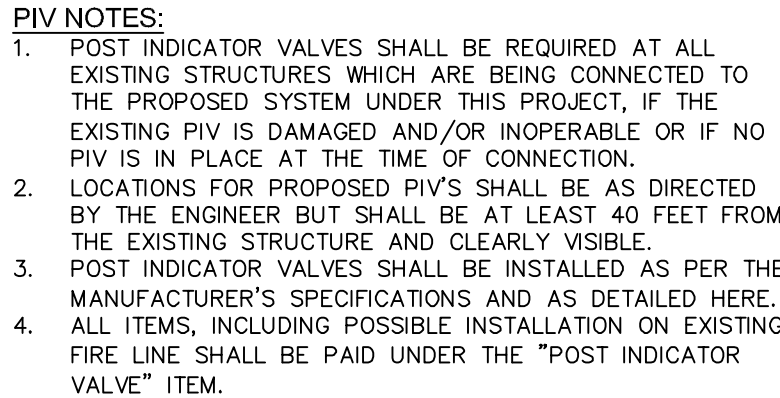
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(UNPAVED AREA)



(PAVED AREA)



(UNPAVED AREA)

WATER INSTALLATION DETAILS

sdw

Drawing No.: 11248W	Sheet No. <u>8</u>
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OBSTRUCTION CROSSING DETAIL

BORED ROADWAY CROSSING & WATER LINE PARALLELING

HDPE DIRECTIONAL BORE ROADWAY CROSSING & WATER LINE PARALLELING

OPEN CUT DRY CHANNEL CROSSING DETAIL (NON-PAVED)

DIRECTIONAL BORE CHANNEL CROSSING DETAIL

TYPICAL TRENCH DETAIL

PRESSURE REDUCING VALVE WITH BYPASS DETAIL

HEAVY DUTY COVER & FRAME V-1115 OR USF
370 WITH OUT HOLES ONLY

HEAVY DUTY WATERTIGHT COVER & FRAME
V-2115-3 AGS WITH OUT HOLES, WITH GASKET
& BOLTS ONLY

CARRIER PIPE SUPPORT IN STEEL ENCASEMENT ISOMETRIC DETAIL

CROSSES

SECTION B-B

ISOMETRIC

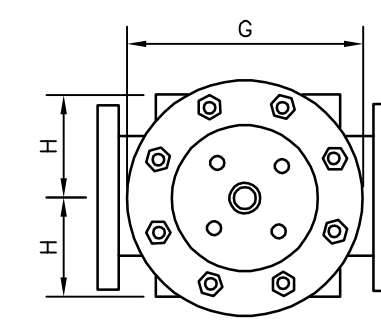
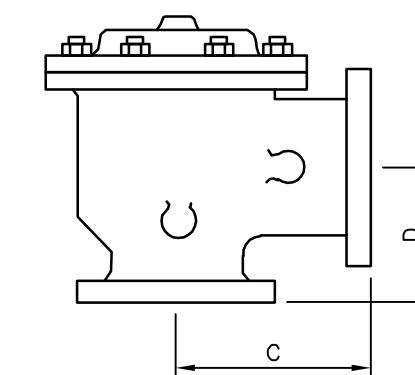
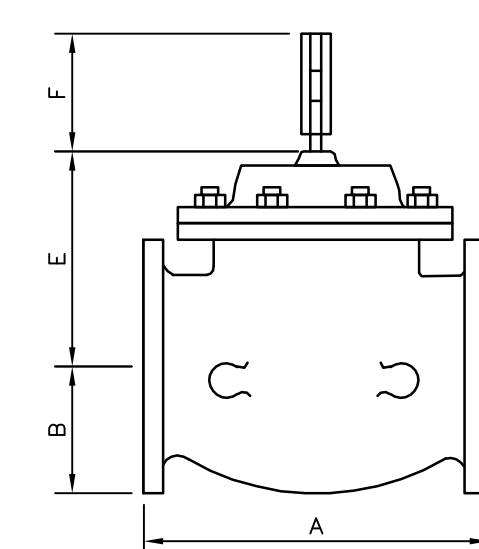
BENDS

TEES

PLUGS

THRUST BLOCKING DETAILS

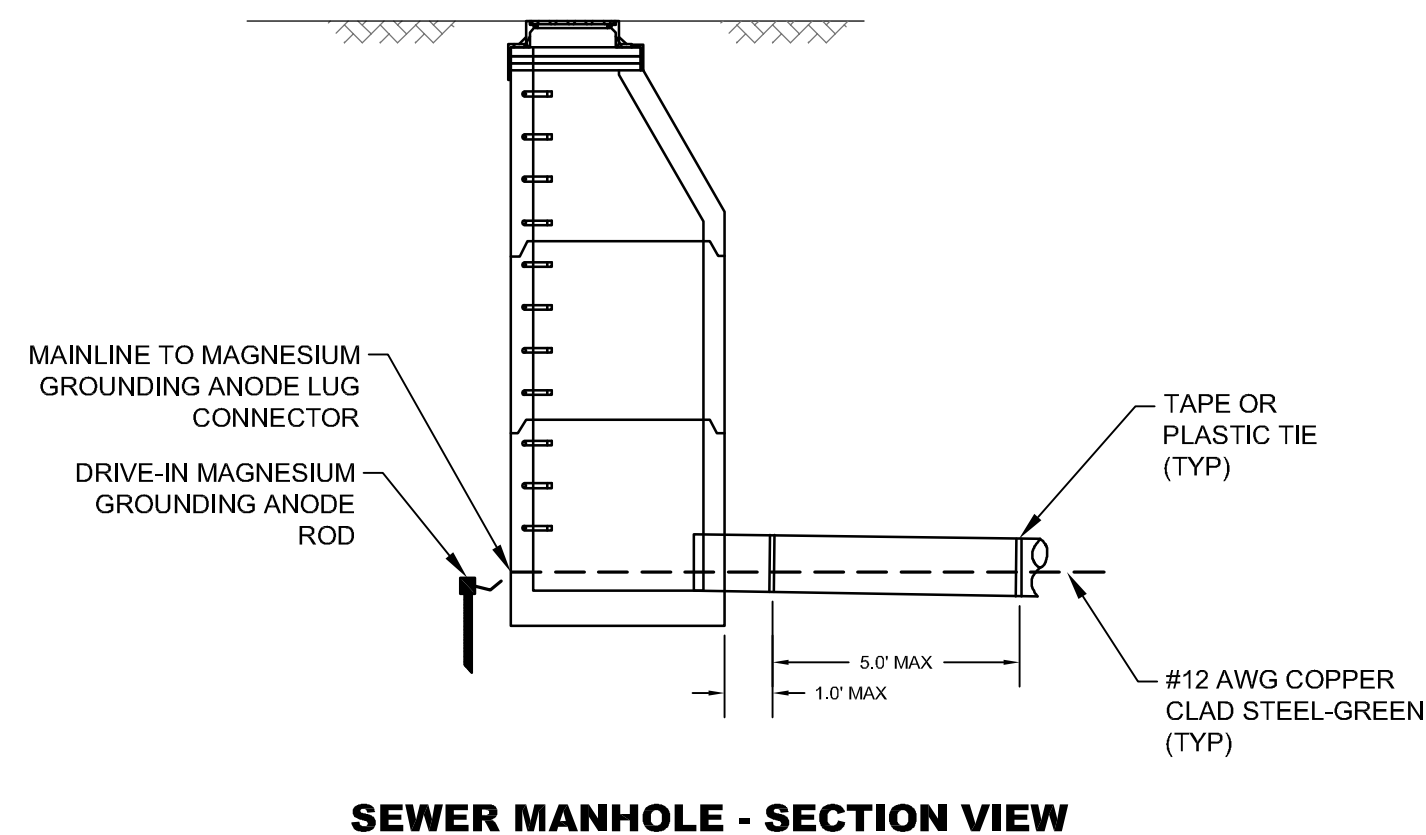
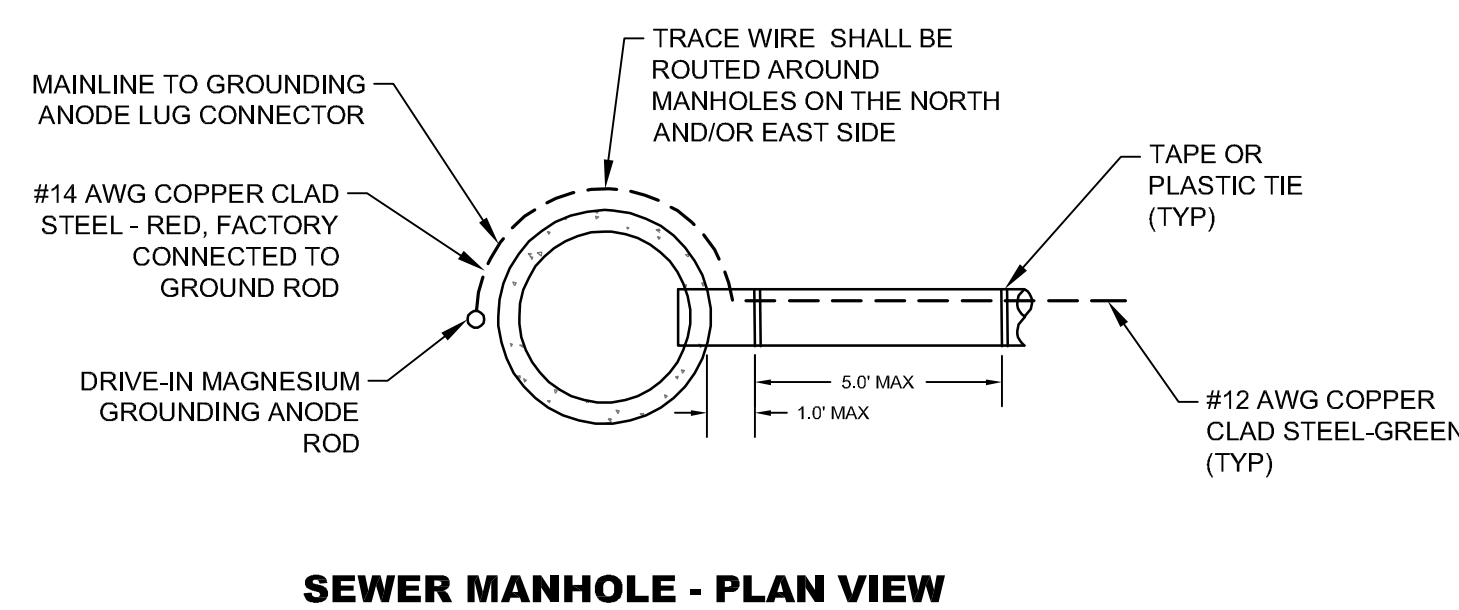
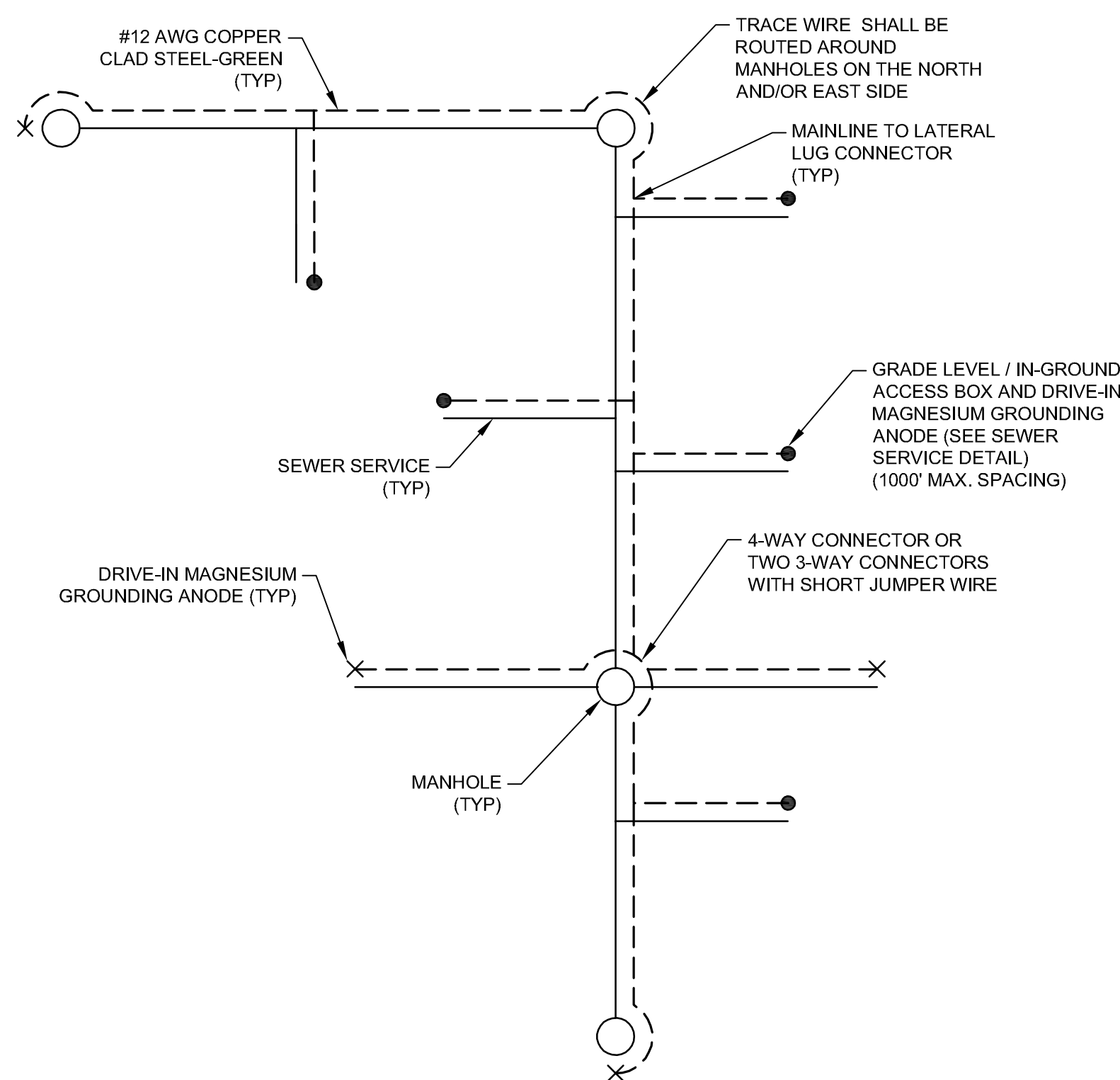
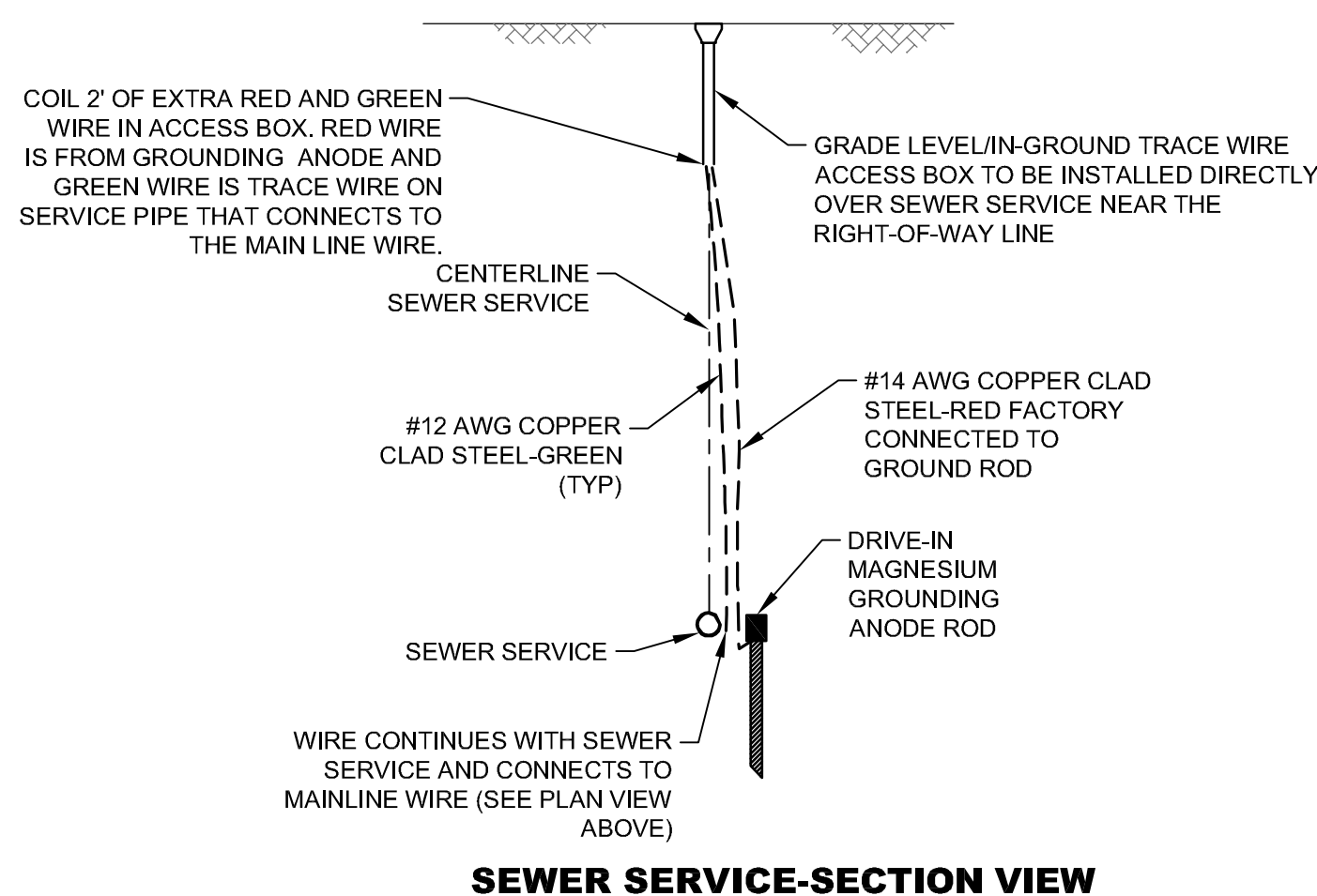
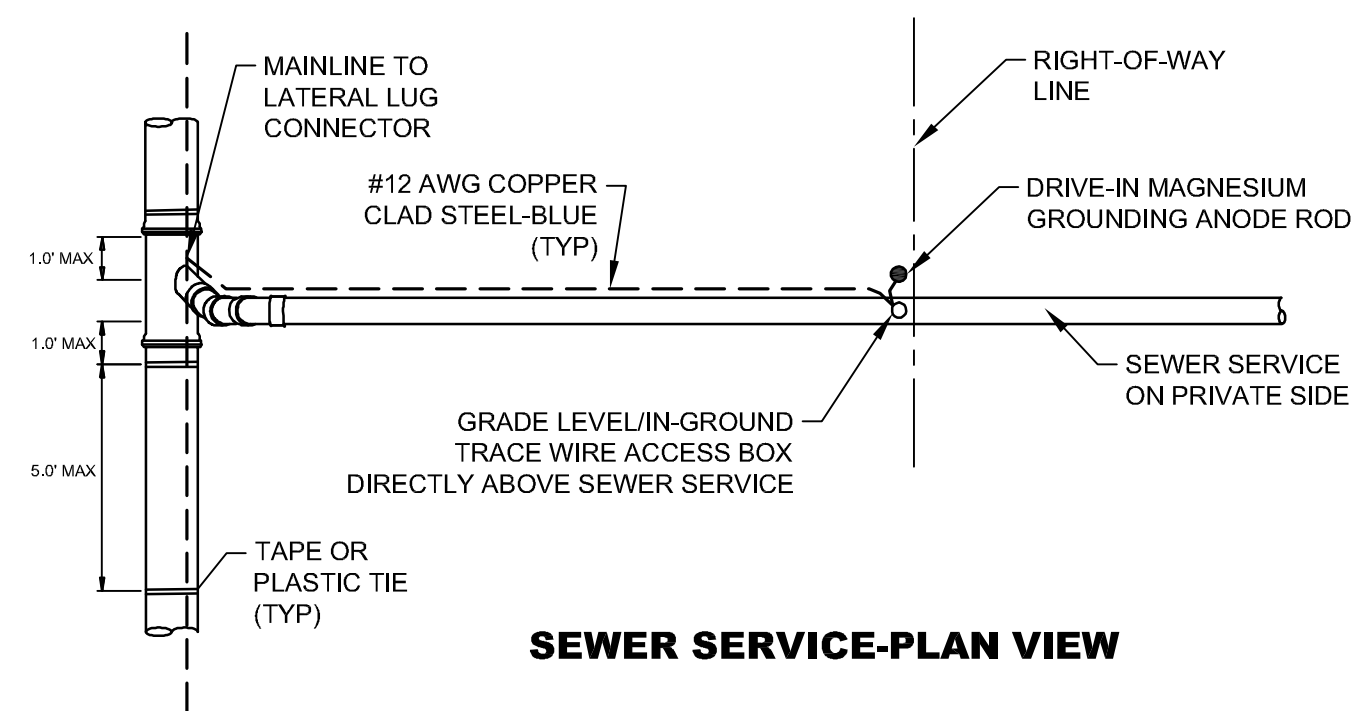
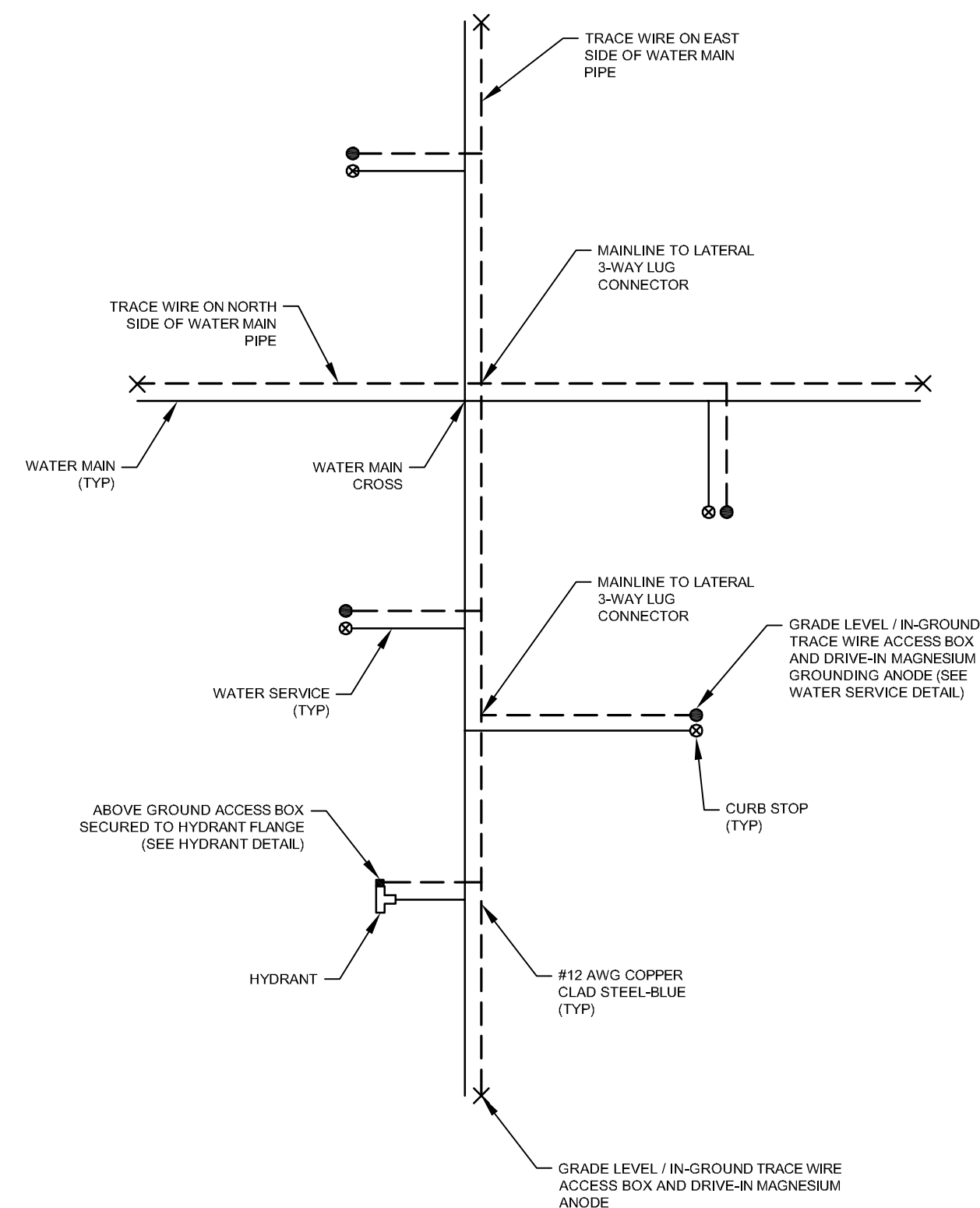
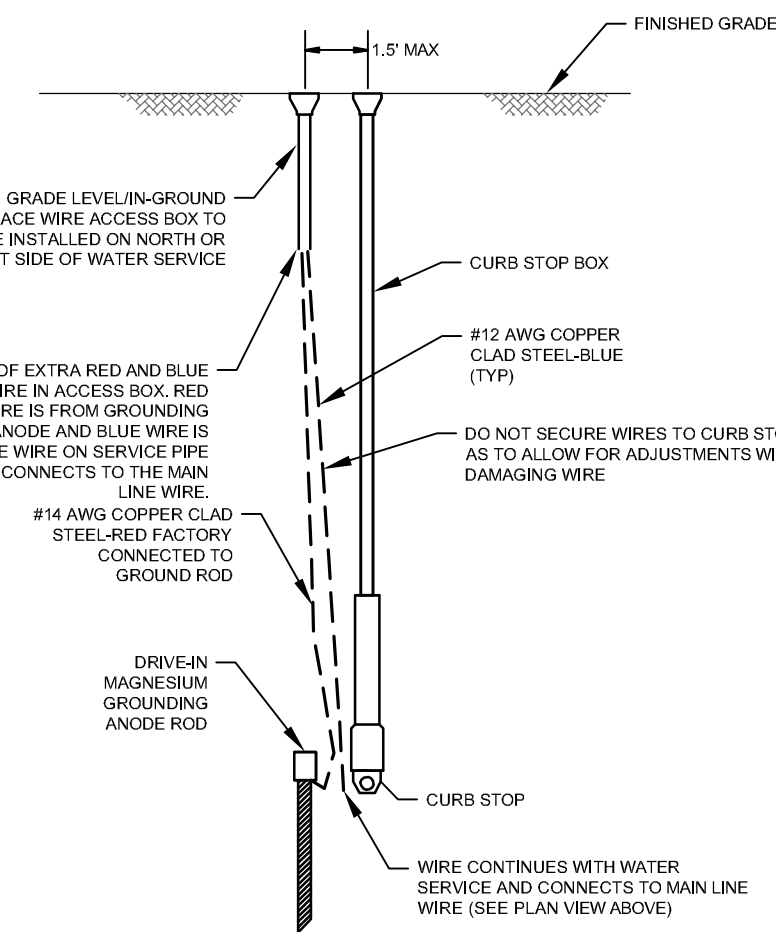
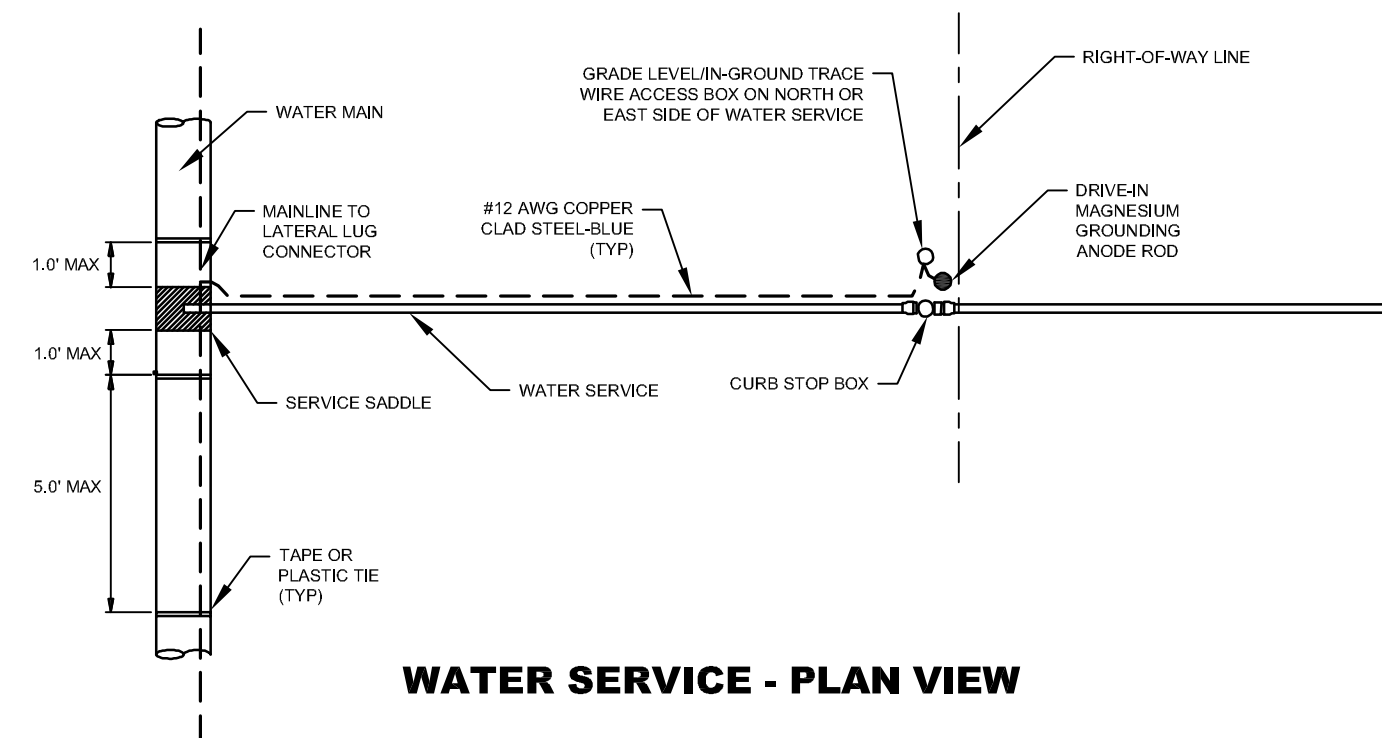
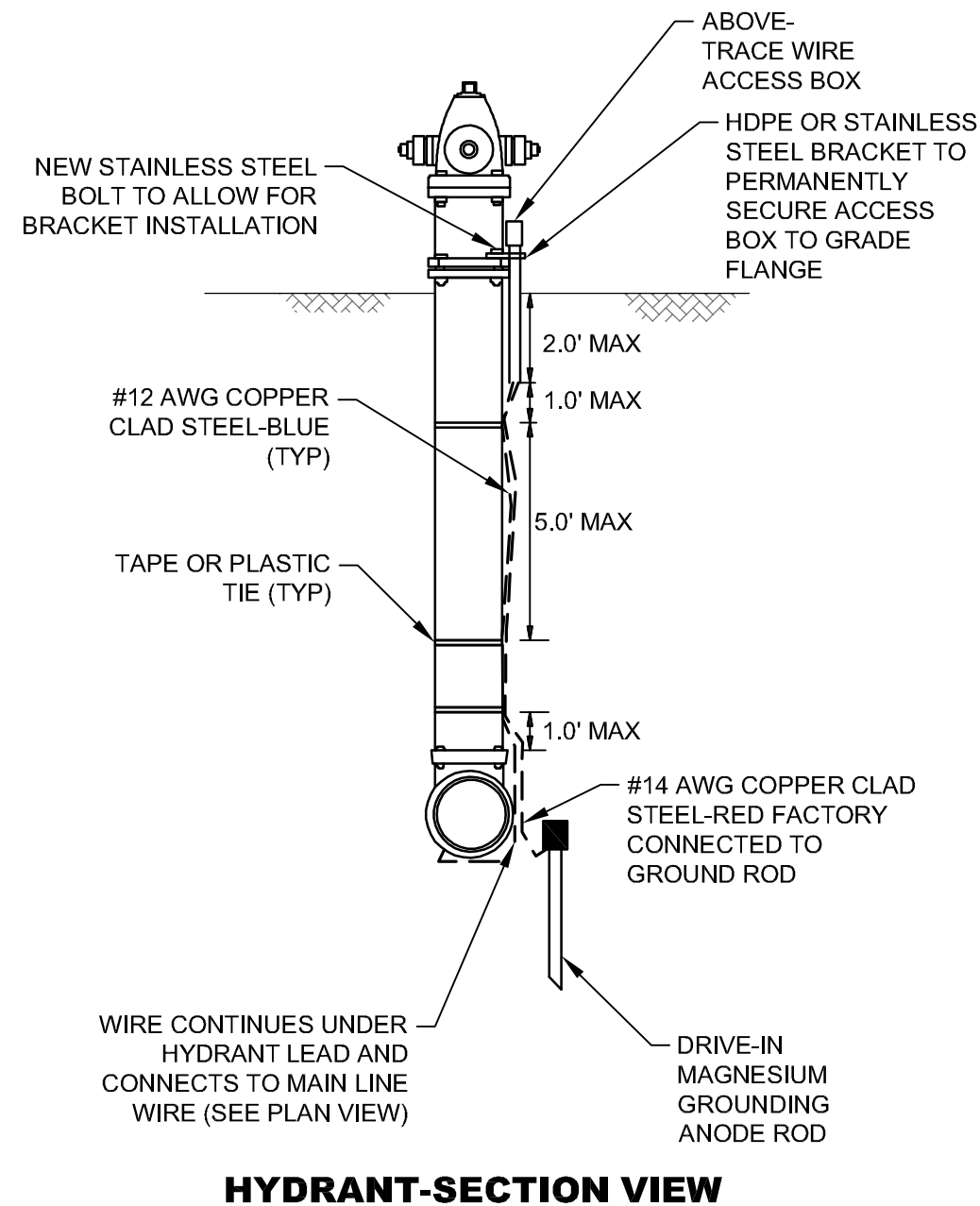
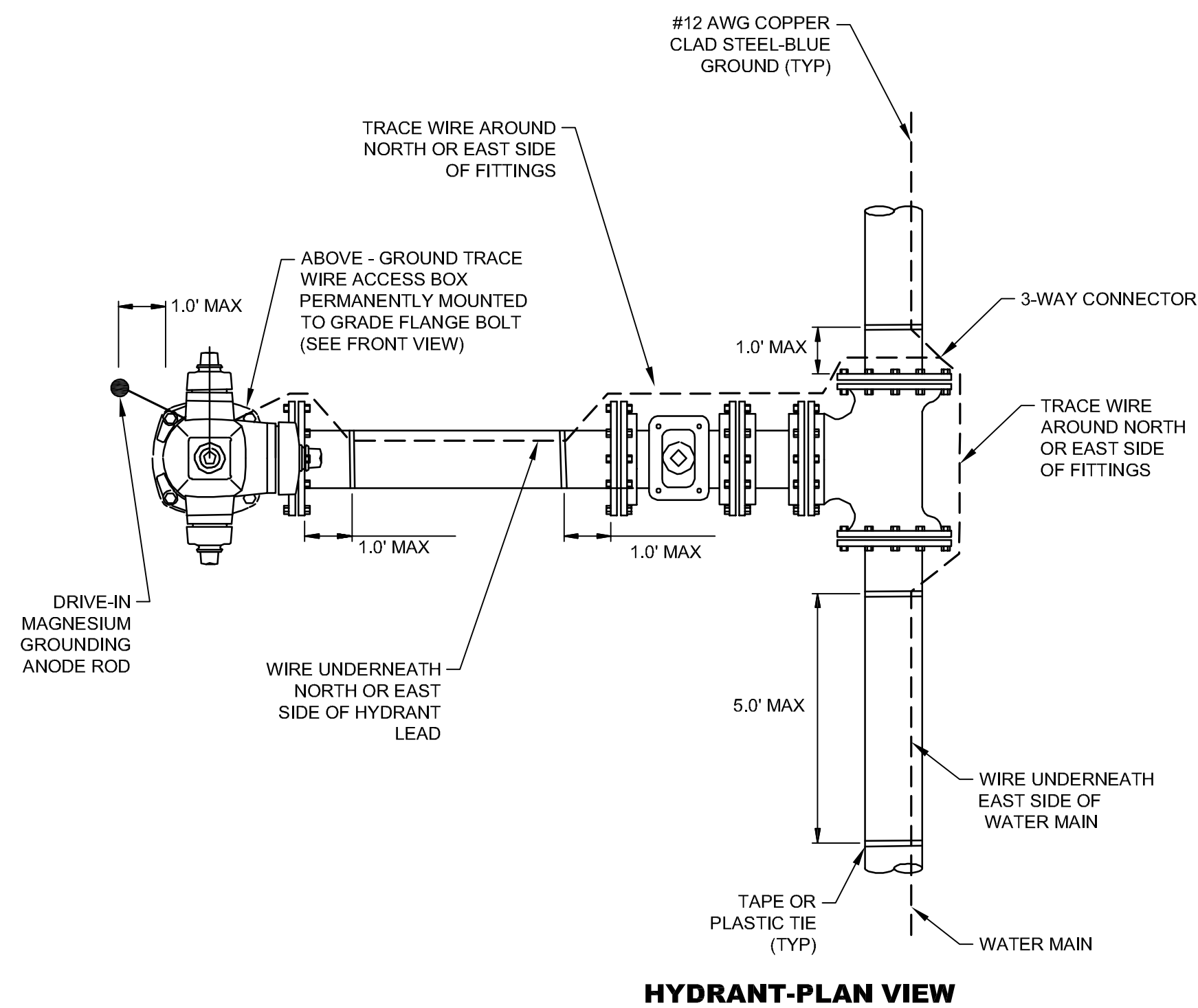
PRESSURE VALVE DIMENSIONS (INCHES)				
DIM	ANSI CLASS	VALVE SIZE (INCHES)		
		3	4	6
A	SE	1½	—	—
	150	10½	13½	17½
	300	11½	14½	18½
B	SE	2½	—	—
	150	3½	4½	5½
	300	4½	5	6½
C	SE	5½ ₂	—	—
	150	6	7½	10
	300	6¾	7½ ₈	10½
D	SE	5½	—	—
	150	4	5½	6
	300	4¾	5½	6½
E	ALL	7	8	10
F	ALL	3¾	3¾	3¾
G	ALL	7½ ₈	10	14
H	ALL	11	12	13



NO.	DATE	DESCRIPTION	BY

WATER INSTALLATION DETAILS	
WATER SYSTEM IMPROVEMENTS	
CITY OF HATTIESBURG	
LAMAR COUNTY, MISSISSIPPI	
	
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NOTE:
WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED ON THE BOTTOM SIDE OF THE PIPE BELOW THE SPRING LINE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.

NO.	DATE	DESCRIPTION	BY
TRACER WIRE DETAILS			
WATER SYSTEM IMPROVEMENTS			
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			
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Drawing No.: 11248W		Sheet No. 10	

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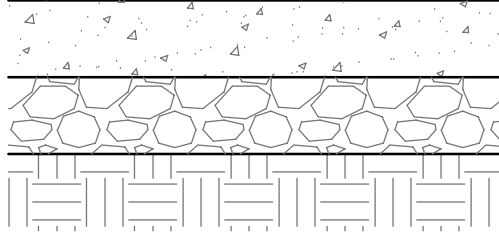
VEGETATION SCHEDULE						
EROSION CONTROL ITEMS		SEASONAL APPLICATIONS - DATES & RATES				REQUIREMENTS
		SPRING & SUMMER		FALL & WINTER		
	ITEMS	RATES	DATES	RATES	DATES	
	TOPSOIL FOR SLOPE TREATMENT (LVM)	4" THICK	MARCH 1 TO SEPTEMBER 1	4" THICK	SEPTEMBER 1 TO MARCH 1	TOPSOIL REQUIRED ON SLOPES DETERMINED 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 SEEDDED.
- ③ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE WILL BE SEEDDED.
- 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 SEEDDED MAY REQUIRE TOPSOIL

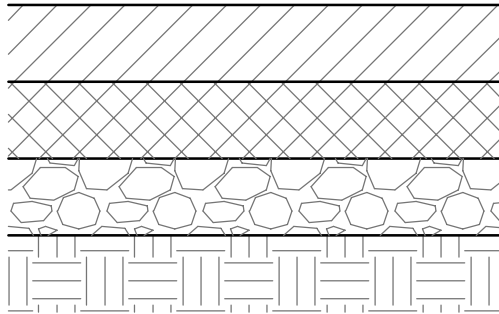
TEMPORARY EROSION CONTROL ITEMS REQUIRED FOR DETOURS

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.



TYPICAL CONCRETE PAVEMENT REPAIR



TYPICAL ASPHALT PAVEMENT REPAIR

- TEMPORARY: 6" CRUSHED AGGREGATE (SIZE 610) (REMOVE PRIOR TO PAVING)
PERMANENT: 6" 3000 PSI CONCRETE W/ FIBER GLASS REINFORCEMENT
- 6" CRUSHED AGGREGATE (SIZE 610) COMPACTED TO 95%
- EXISTING SUBGRADE AND/OR FILL MATERIAL COMPACTED TO 95%

- PAVEMENT REPAIR NOTES:
1. TEMPORARY CRUSHED AGGREGATE REMOVED DURING PAVING SHALL BECOME THE PROPERTY OF THE CONTRACTOR.
2. TRENCHES SHALL HAVE A TEMPORARY SURFACE OF CRUSHED AGGREGATE (SIZE 610) TEMPORARY SURFACE INSTALLED FOR A PERIOD OF TIME TO BE DETERMINED BY THE ENGINEER AND REMOVED PRIOR TO PAVING (NO SEPARATE PAY)

- PERMANENT: 1 1/2" HOT MIX ASPHALT, 9.5 mm, ST OVERLAY
TEMPORARY: 2" CRUSHED AGGREGATE (SIZE 610) (REMOVED PRIOR TO PAVING)
- PERMANENT: 2" HOT MIX ASPHALT, 19 mm, ST
- 6" CRUSHED AGGREGATE (SIZE 610) COMPACTED TO 95%
- EXISTING SUBGRADE AND/OR FILL MATERIAL COMPACTED TO 95%

NO.	DATE	DESCRIPTION	BY
PAVEMENT REPAIR DETAIL & VEGETATION SCHEDULE			
WATER SYSTEM IMPROVEMENTS CITY OF HATTIESBURG LAMAR COUNTY, MISSISSIPPI			
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Drawing No.: 11248W		Sheet No. 11	

GENERAL NOTES:

1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS SHOULD BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
2. "SMILE CONFIGURATION" APPLICATIONS SHOULD BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
3. SAND BAGS CAN BE USED AS DIVERSION 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 MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FT. TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON WK. NO. ECD-8 OR WITH SOIL IN ACCORDANCE WITH WK. NO. BAS-A. IF BERM IS USED, IT MUST BE GRASSED.

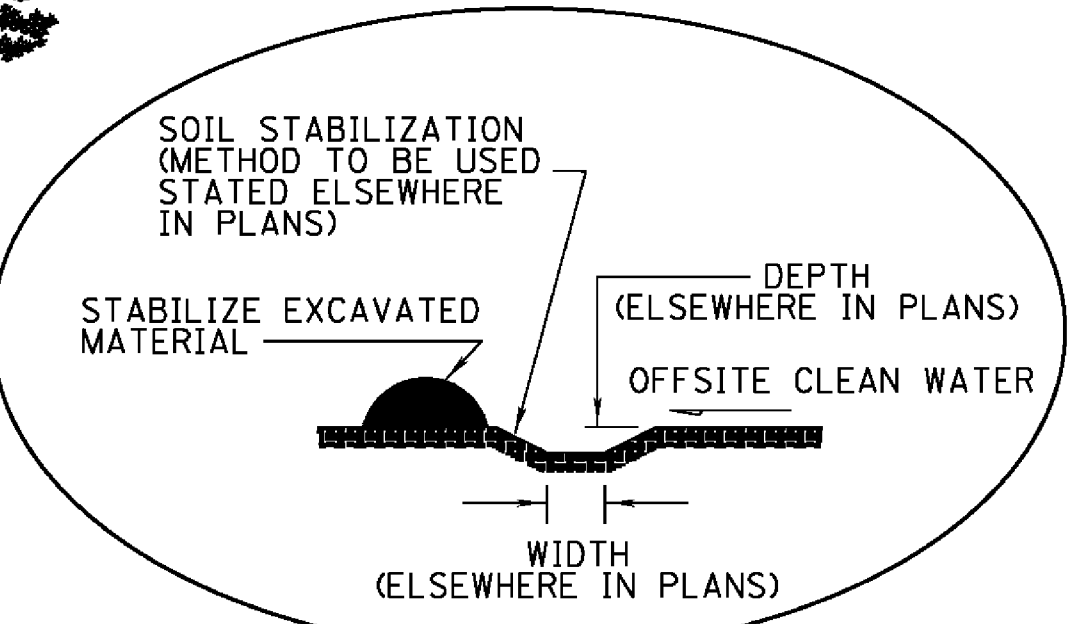
TYPE OF DITCH CHECKS
SEE WK. NO. ECD-4

FOR STABILIZED CONSTRUCTION
ENTRANCE, SEE WK. NO. ECD-16

DIVERSION BERM
(SEE NOTE 4)

SILT FENCE AT
TOE OF SLOPE
SEE WK. NO. ECD-3

CLEAN WATER
DIVERSION DITCH



CLEAN WATER DIVERSION DITCH

EROSION CONTROL
VEGETATION OR
OTHER COVER

FLOW

FLOW

MATERIAL STOCKPILE

SEDIMENT BARRIER

WATERCOURSE CROSSING
THE PROJECT SITE
(SEE WK. NO. ECD-17 FOR
TEMPORARY STREAM CROSSING)

SILT FENCE AT CULVERTS,
SEE WK. NO. ECD-2

SLOPE TRACKING
PARALLEL TO SLOPE

FOR INLET PROTECTION
SEE WK. NO. ECD-11

TEMPORARY EARTH BERM
AND SLOPE DRAINS
SEE WK. NO. BAS-A.

TEMPORARY BRUSH
BARRIER SEE
WK. NO. ECD-2.

SILT FENCE
"SMILE CONFIGURATION"
SEE NOTE 2 THIS SHEET
AND WK. NO. ECD-2

300' MAX BETWEEN SLOPE DRAINS

SAND BAGS ON
HARD SURFACES
(SEE NOTE 3)

PARKING LOT

TEMPORARY ROCK DITCH CHECK
WITH SUMP EXCAVATION
SEE WK. NO. ECD-10

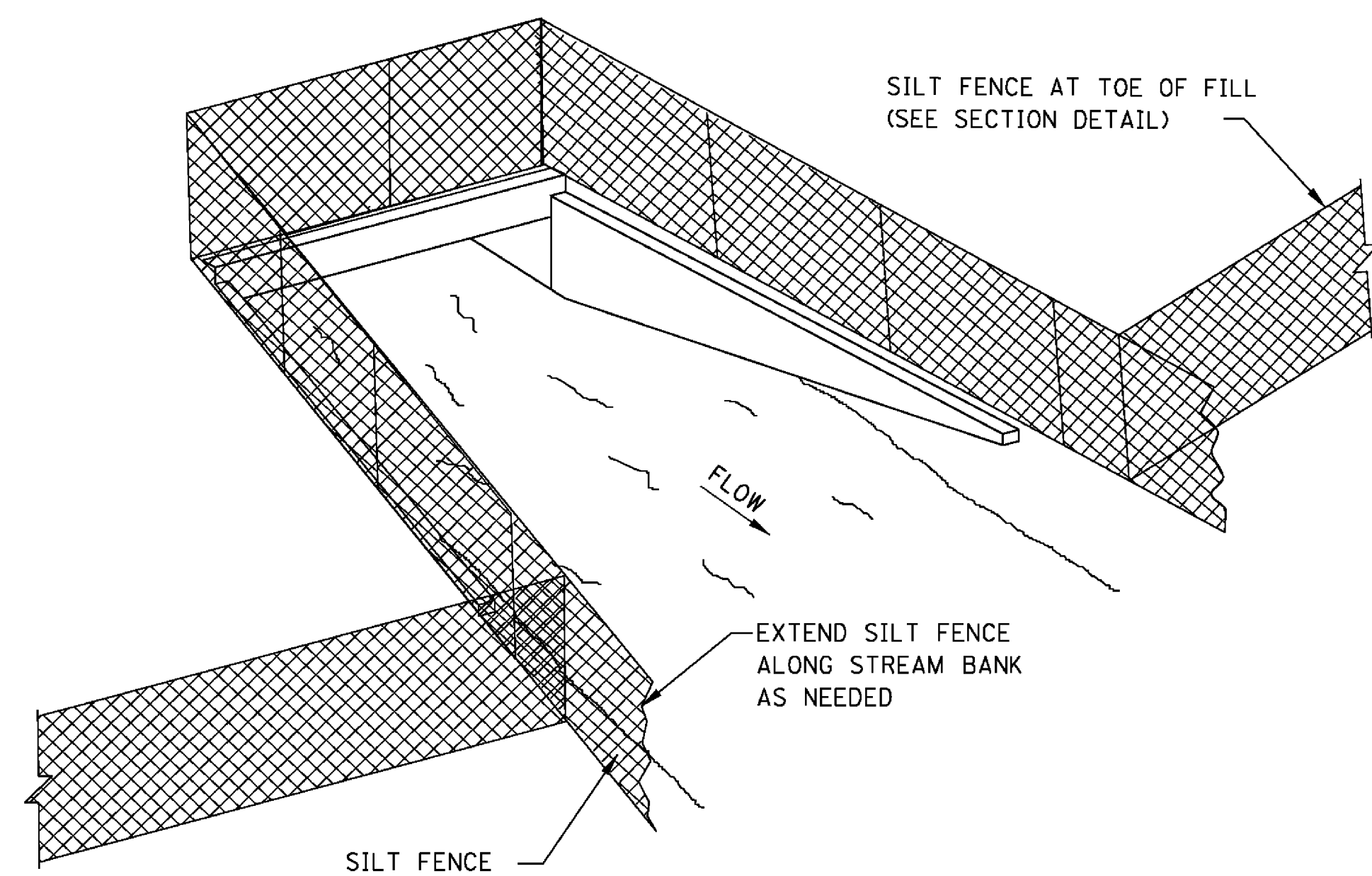
ABUTMENT SLOPE TOE BERM
SEE NOTE 6.

FOR TURBIDITY CURTAIN
SEE WK. NO. ECD-20

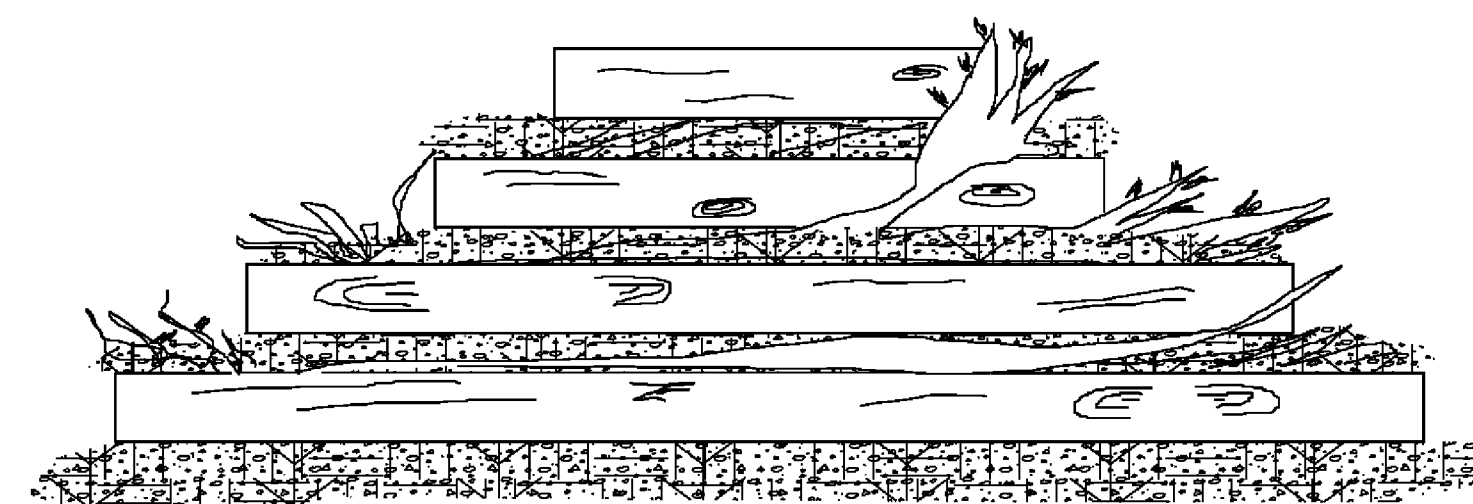
FOR TEMPORARY STREAM
CROSSING SEE WK.
NO. ECD-17.

		MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
		TYPICAL TEMPORARY EROSION / SEDIMENT CONTROL APPLICATIONS	
		WORKING NUMBER ECD-1	
		SHEET NUMBER 6101	
		ISSUE DATE: AUGUST 01, 2017	

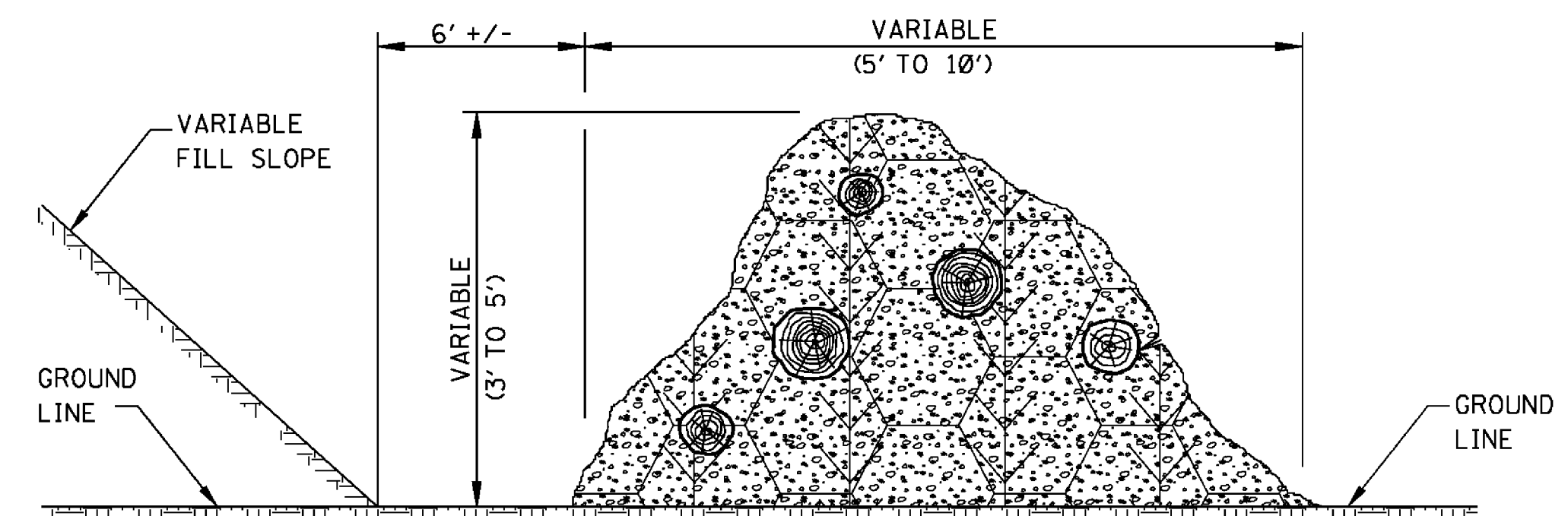
STATE	PROJECT NO.
MISS.	



SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION



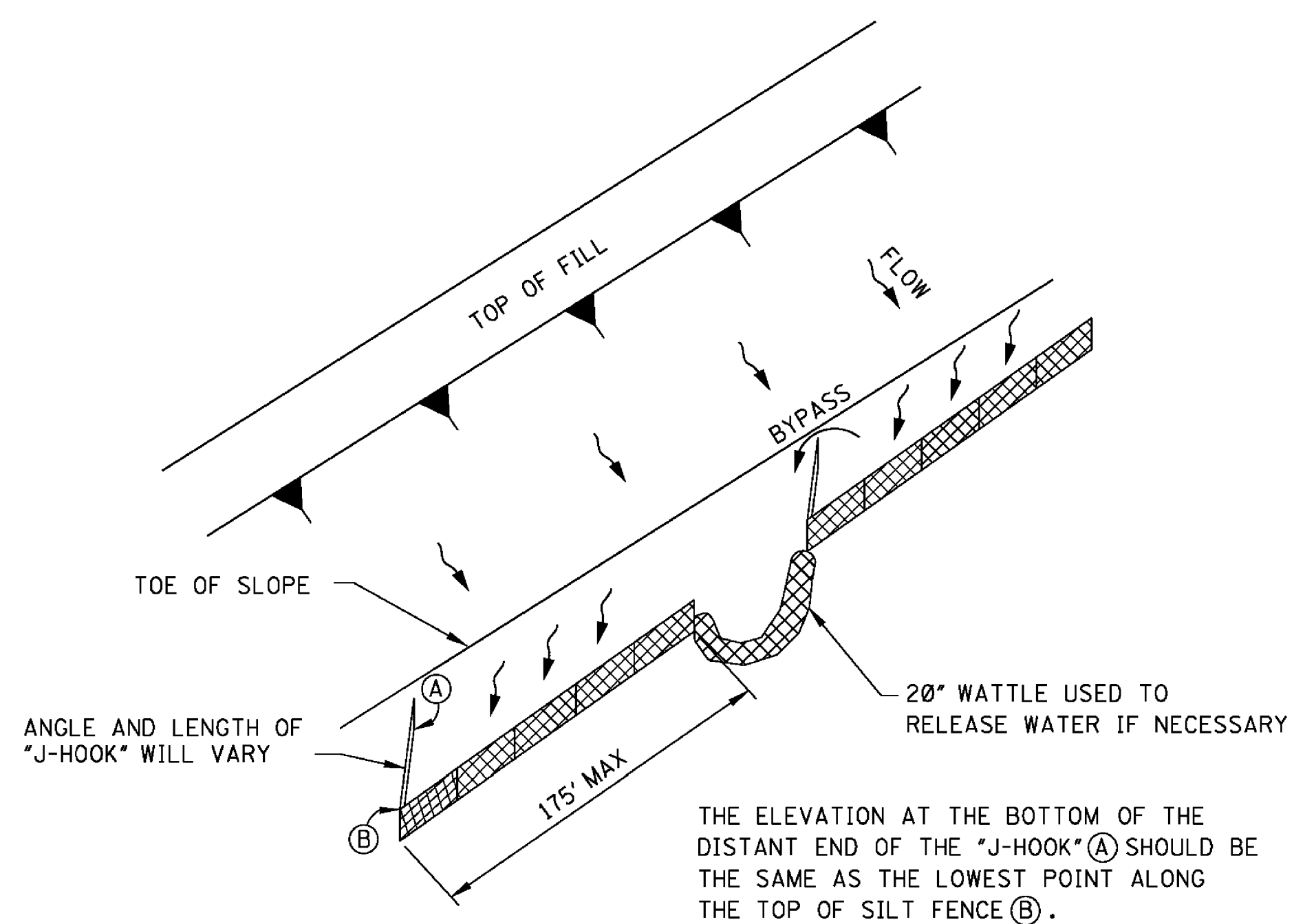
SIDE ELEVATION

TEMPORARY BRUSH BARRIER

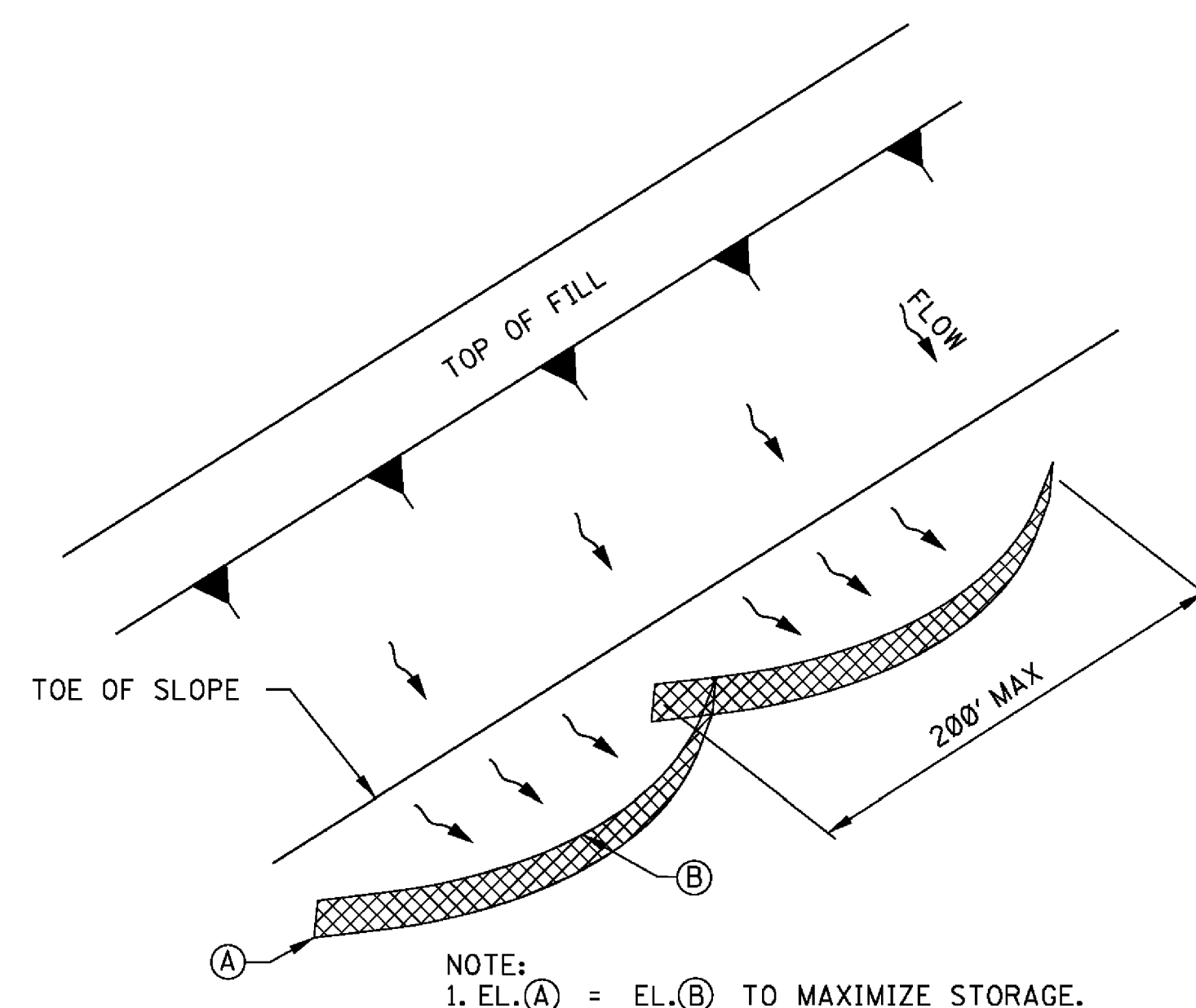
NOTES:

1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TO TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
4. THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC. THE COST OF FABRIC TO BE INCLUDED IN OTHER ITEMS BID.
5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

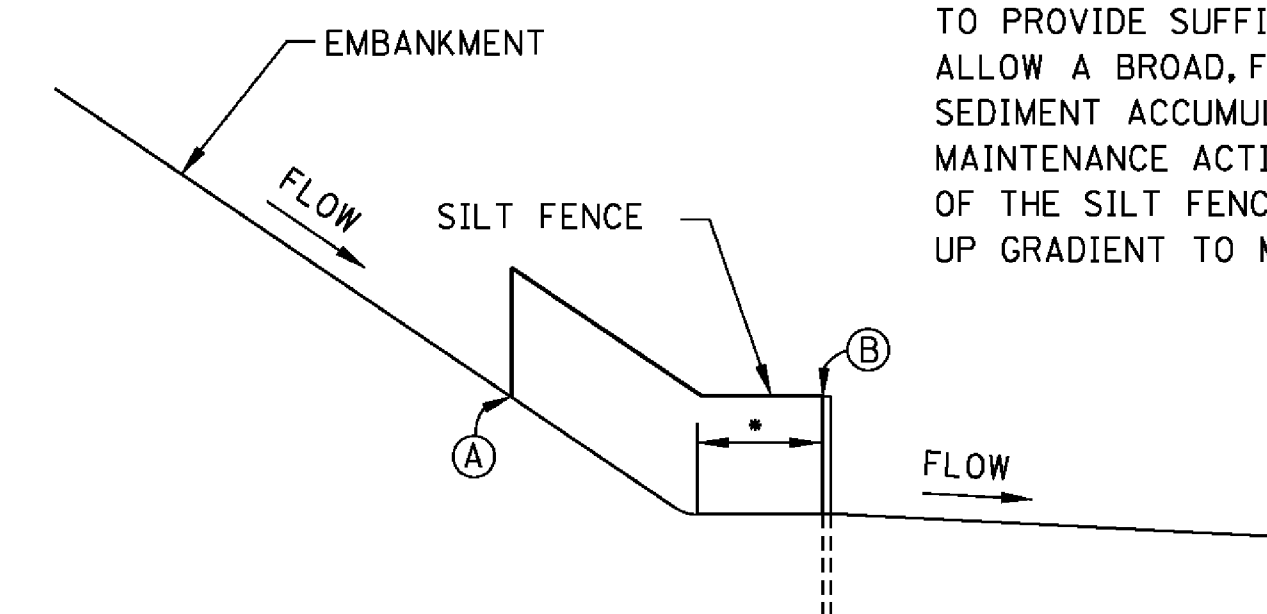
NOTE: ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON WK. NO. ECD-3



"J-HOOK" SILT FENCE APPLICATION



"SMILE-CONFIGURATION" SILT FENCE APPLICATION

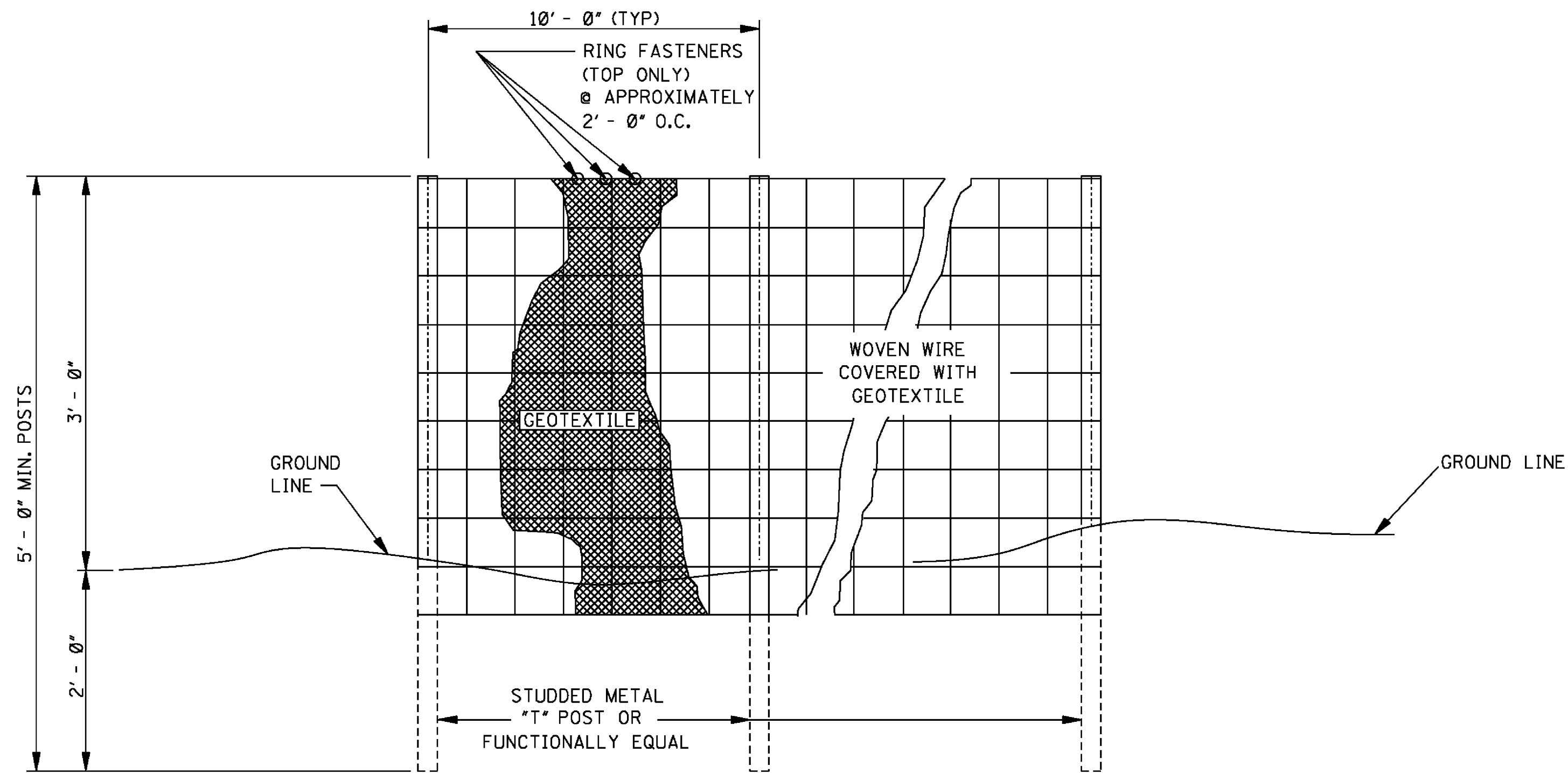


**SILT FENCE SECTION AT
TOE OF FILL**

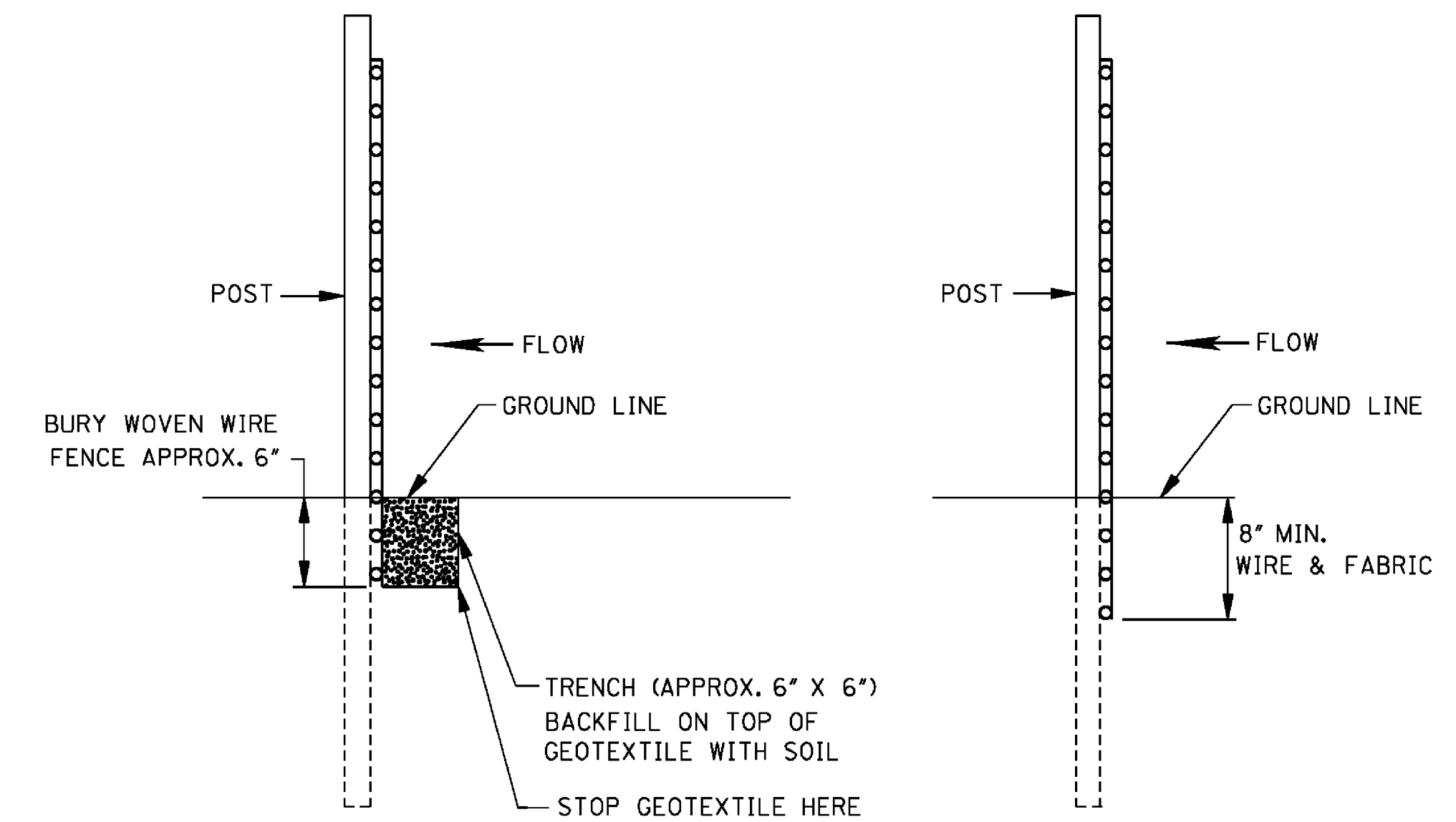
- SILT FENCE SHOULD BE LOCATED AWAY FROM THE TOE OF THE SLOPE TO PROVIDE SUFFICIENT SPACE TO ALLOW A BROAD, FLAT AREA FOR SEDIMENT ACCUMULATION AND MAINTENANCE ACTIVITIES. THE ENDS OF THE SILT FENCE SHOULD BE TURNED UP GRADIENT TO MAXIMIZE STORAGE.

					BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
					REVISION	
				DATE	<i>DETAILS OF SEDIMENT BARRIER APPLICATIONS</i>  WORKING NUMBER ECD-2 SHEET NUMBER 6102 ISSUE DATE: AUGUST 01, 2017	

STATE	PROJECT NO.
MISS.	



ELEVATION VIEW

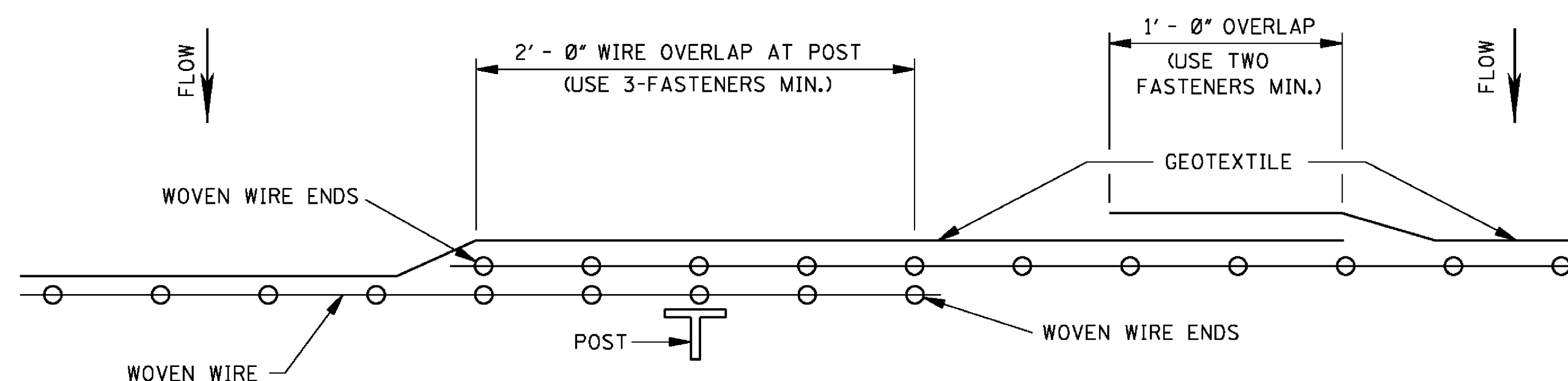


METHOD I

METHOD II

MECHANICAL INSTALLATION

SIDE VIEW



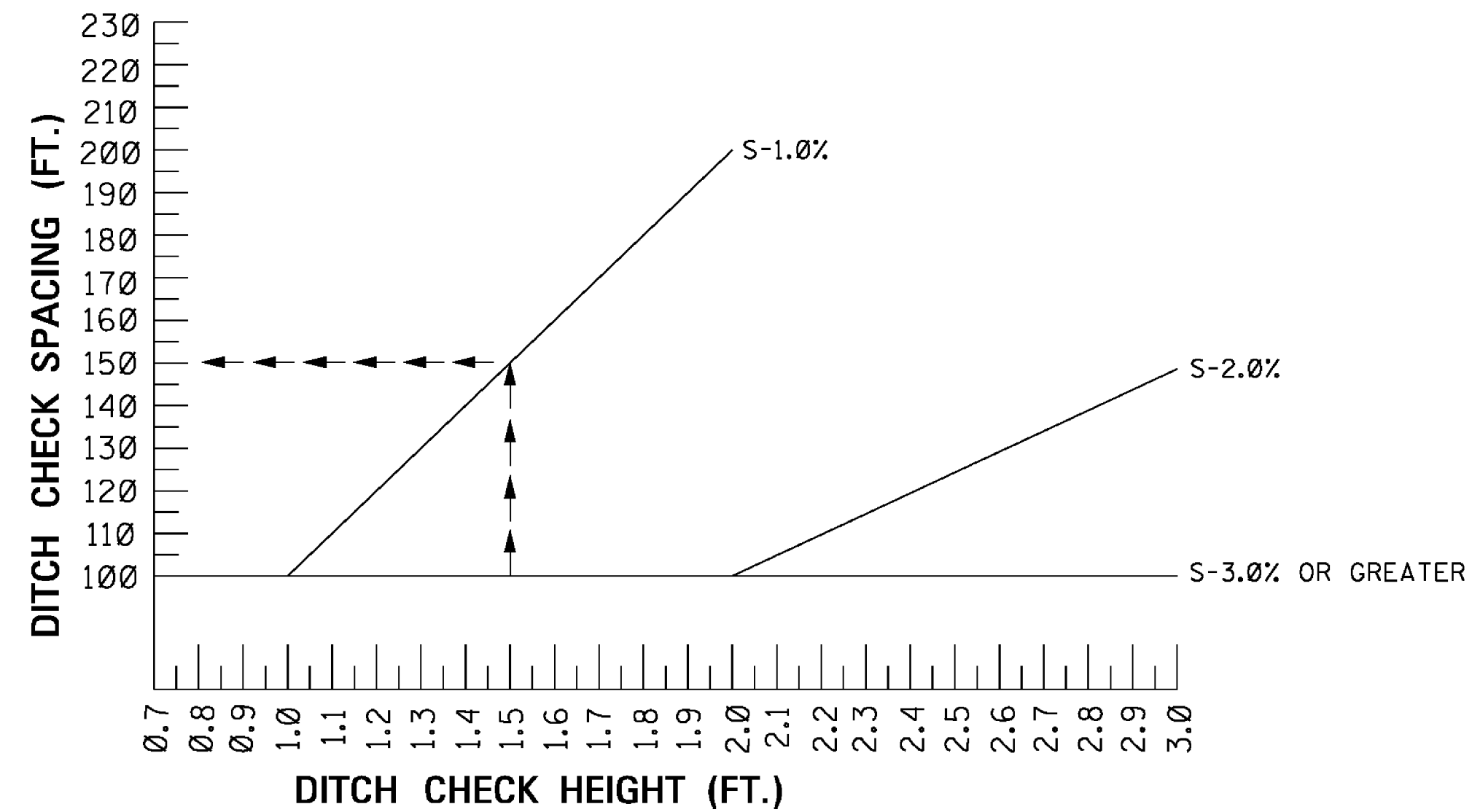
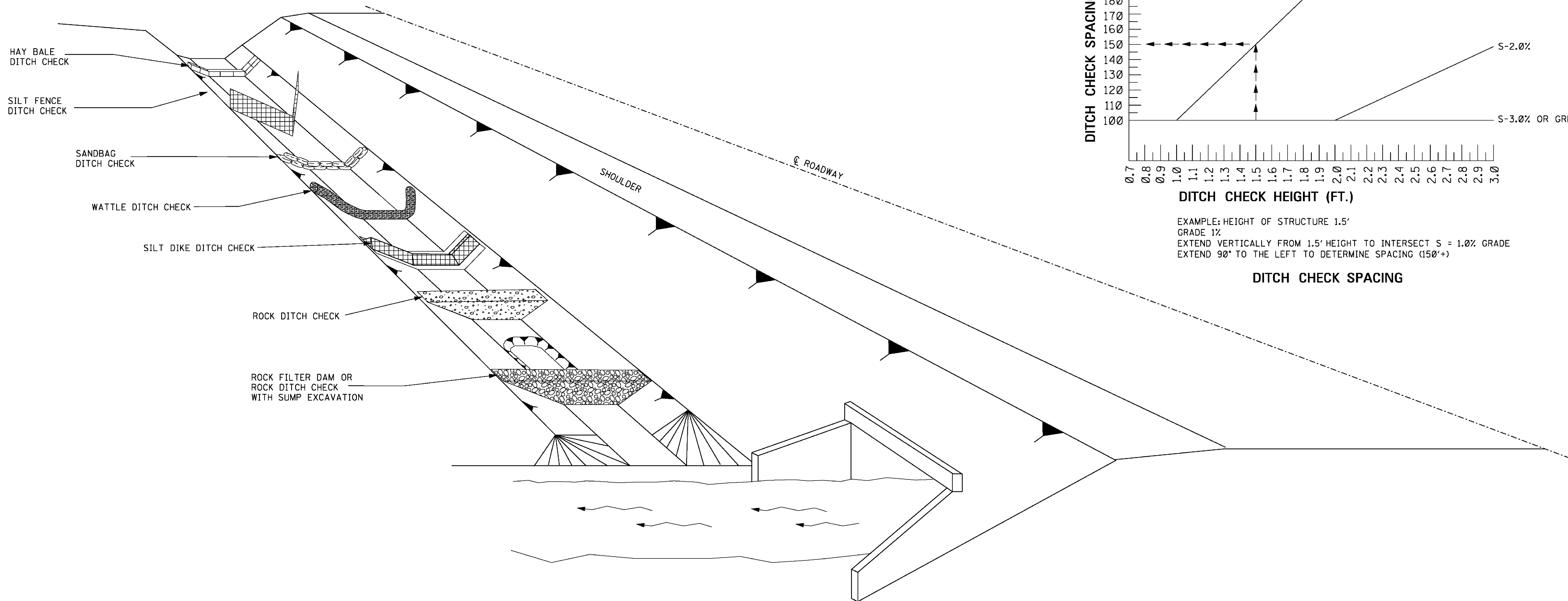
PLAN VIEW

REQUIRED LAPPING

- GENERAL NOTES:

1. SILT FENCES SHOULD BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHOULD BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STEAMS AND CHANNELS.
3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
4. WHENEVER POSSIBLE SILT FENCE SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF 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 DETAIL.
7. WIRE SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.

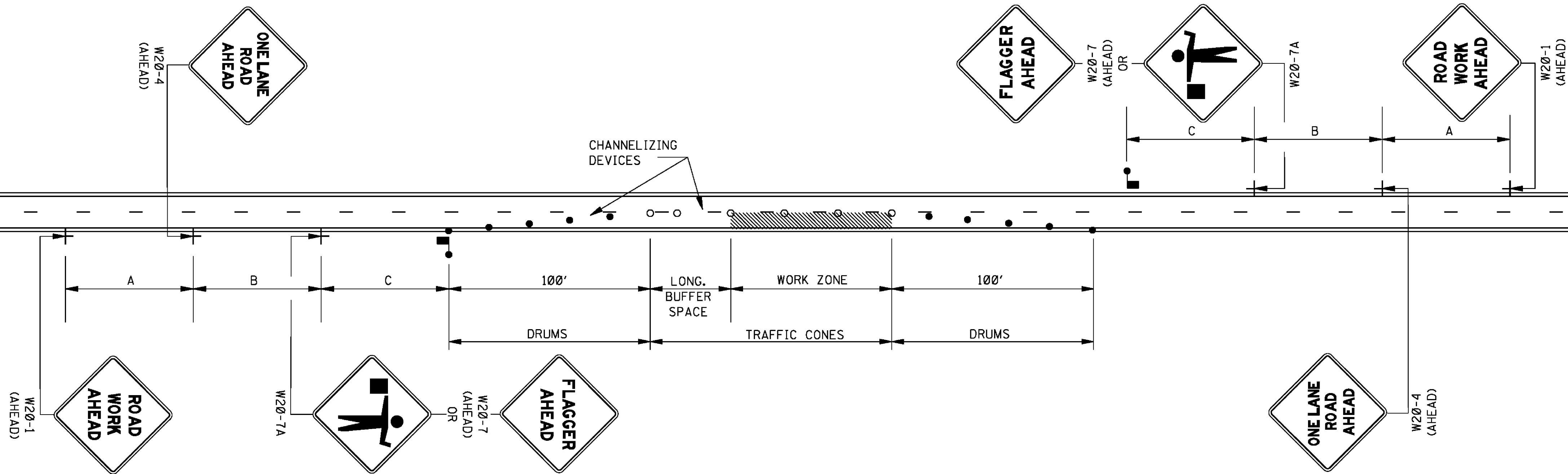
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN		 WORKING NUMBER ECD-3 SHEET NUMBER 6103
				REVISION	DETAILS OF SILT FENCE INSTALLATION		
				DATE	ISSUE DATE: <u>AUGUST 01, 2017</u>		



GENERAL NOTES:

1. THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE, ECONOMY AND SAFETY.
3. DITCH CHECKS CAN BE REMOVED FOR MAINTENANCE AND/OR REPLACEMENT BUT MUST REMAIN IN PLACE UNTIL UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED. MAINTENANCE INCLUDES REMOVAL OF SEDIMENT BEGINNING WHEN SEDIMENT ACCUMULATION REACHES $\frac{1}{3}$ THE CAPACITY OR HEIGHT OF THE STRUCTURE AND NEVER ALLOWING FOR SEDIMENT TO ACCUMULATE MORE THAN $\frac{1}{2}$ THE VOLUME OR HEIGHT OF THE DITCH CHECK STRUCTURE.
4. HAY BALES SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
5. SILT FENCE DITCH CHECKS SHOULD BE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILT FENCE DITCH CHECKS SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
6. SANDBAG DITCH CHECKS SHOULD BE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCK BOTTOMS.
7. WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
8. SILT DIKES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE RIPRAP CAN NOT BE USED. AS CONSTRUCTION PROGRESSES.
9. ROCK DITCH CHECKS WITH SUMP EXCAVATION CAN BE PLACED IN DITCHES TO ASSURE ON-SITE SEDIMENT TRAPPING REQUIREMENTS ARE MET. DITCH CHECK WITH SUMP EXCAVATION IS USED WHEN DITCHES RECEIVE DRAINAGE FROM CUT OR FILL SLOPES OR OTHER CRITICAL AREAS WHERE SOIL EROSION IS EXPECTED. DRAINAGE AREA FOR A TEMPORARY SEDIMENT TRAP SHOULD BE LIMITED TO 3 ACRES. THEY CAN BE USED IN SERIES TO INCREASE ON-SITE SEDIMENT TRAPPING EFFICIENCY.
10. DITCH CHECKS, IN NO CASE, SHALL BE PLACED IN LIVE STREAMS.
11. CONFIGURATION AND SPACING MAY BE ADJUSTED IF APPROVED BY THE ENGINEER TO ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.

					BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
					REVISION	DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS
					DATE	ISSUE DATE: AUGUST 01, 2017
						WORKING NUMBER ECD-4 SHEET NUMBER 6104



GENERAL NOTES:

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE. FLAGGER STATIONS SHALL BE LOCATED SUCH THAT APPROACHING VEHICLES WILL HAVE SUFFICIENT DISTANCE TO STOP. VALUES IN STOPPING SIGHT DISTANCE COLUMN MAY BE USED AS A MINIMUM FOR THIS DISTANCE.

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft)		LONGITUDINAL BUFFER SPACE (ft)	STOPPING SIGHT DISTANCE
	TAPER	ALONG LANE LINE & WORK ZONE		
mph				
25	20	50	55	155
30	20	60	85	200
35	20	70	120	250
40	20	80	170	305
45	20	90	220	360
50	20	100	280	425
55	20	110	335	495
60	20	120	415	570
65	20	130	485	645

† NOTE: BUFFER SPACE MAY BE ADJUSTED AS NEEDED ACCORDING TO ROADWAY GEOMETRY TO MEET SIGHT DISTANCE REQUIREMENTS, AS DIRECTED BY THE ENGINEER.

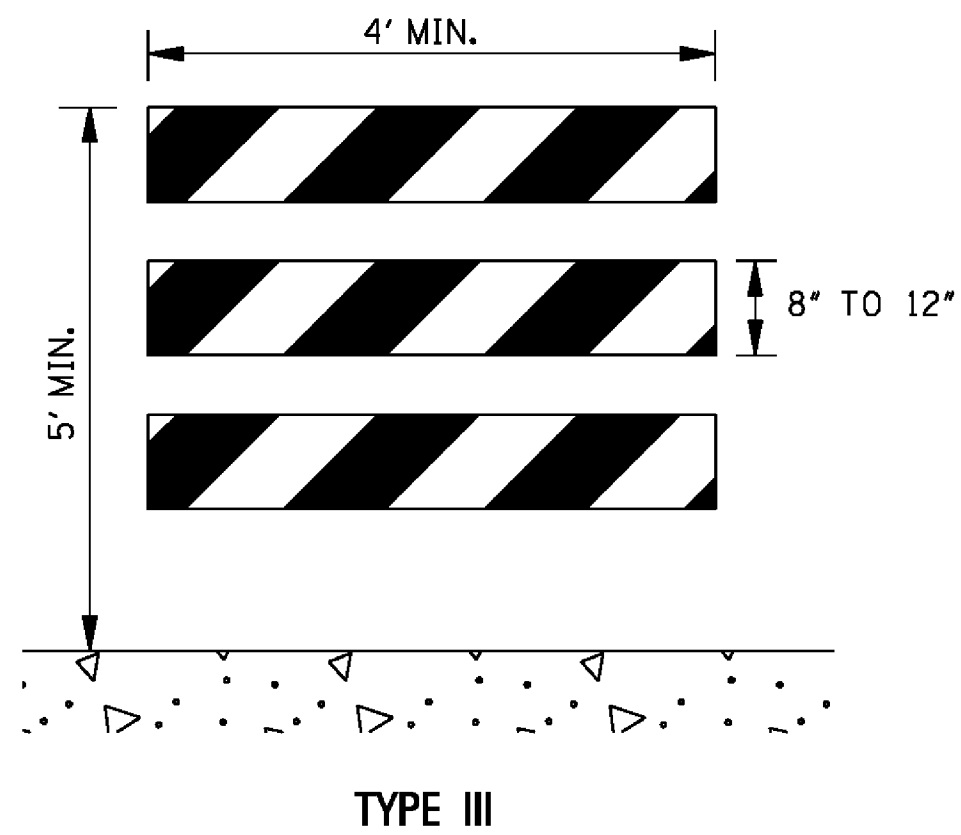
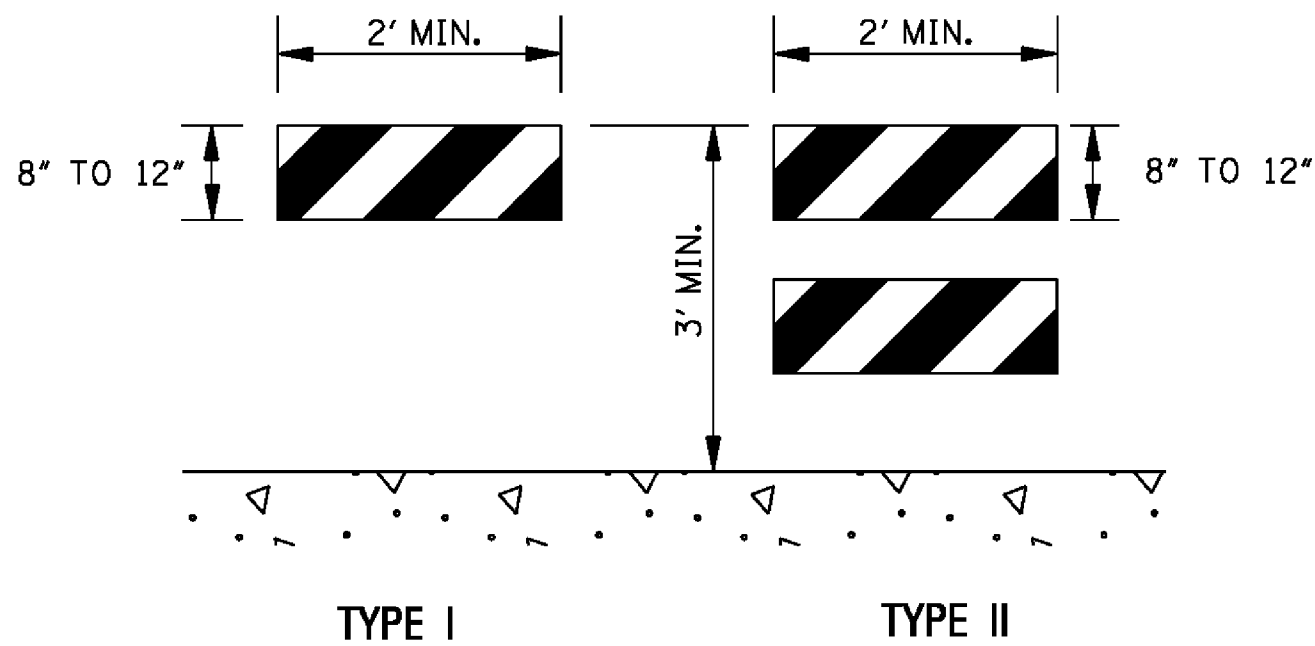
2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 28" IN HEIGHT.
3. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" x 36" AND BLACK COPY ON FLUORESCENT ORANGE SHEETING.
4. WHEN WORK ZONE IS NO LONGER NEEDED, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
5. ADDITIONAL FLAGGERS MAY BE NEEDED AS DIRECTED BY THE ENGINEER.
6. WHEN WORK IS REQUIRED AT NIGHT, FLAGGER STATIONS SHALL BE ILLUMINATED.
7. CHANNELIZING DEVICE TYPES FOR:
A. APPROACH AND EXIT TAPERS- RETROREFLECTIVE PLASTIC DRUMS
B. ALONG LANE LINE AND WORK ZONE- TRAFFIC CONES (28" HEIGHT)
8. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

LEGEND

- FLAGGER
- RETROREFLECTIVE FREE-STANDING PLASTIC DRUMS
- TRAFFIC CONES (28" HEIGHT MINIMUM)

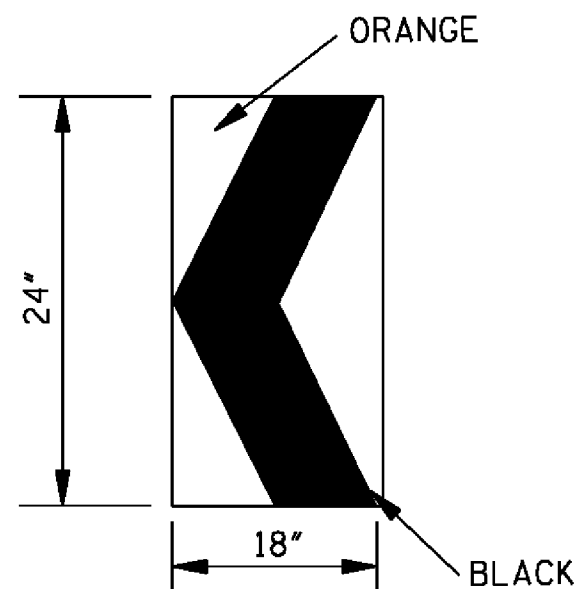
DISTANCE BETWEEN SIGNS			
ROAD TYPE	A	B	C
URBAN (35 MPH OR LESS)	100 FT.	100 FT.	100 FT.
URBAN (40 - 70 MPH)	350 FT.	350 FT.	350 FT.
RURAL	500 FT.	500 FT.	500 FT.
EXPRESSWAY / FREEWAY	1000 FT.	1500 FT.	2640 FT.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	TRAFFIC CONTROL PLAN WITH FLAGGER (ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)
				DATE	ISSUE DATE: AUGUST 01, 2017
					MDOT WORKING NUMBER TCP-1 SHEET NUMBER 6351



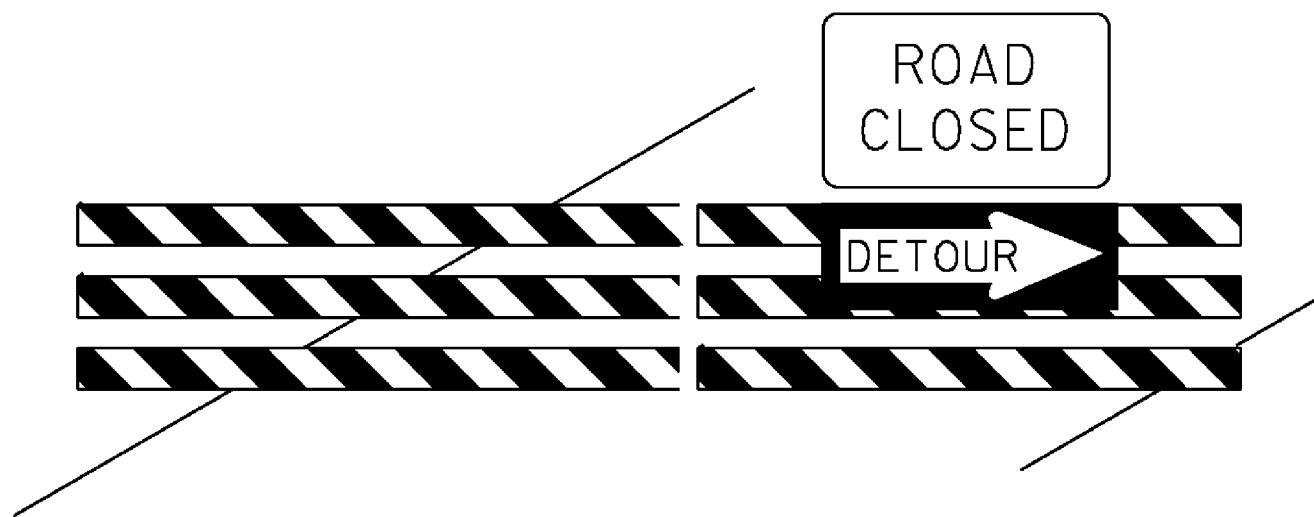
STANDARD BARRICADES

1. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
2. RAIL STRIPE SHOULD BE 6 INCHES, EXCEPT THAT 4-INCH WIDE STRIPES MAY BE USED IF RAIL LENGTHS ARE LESS THAN 36 INCHES.
3. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.
4. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.
5. BARRICADES ARE CLASSIFIED BY FHWA AS CATEGORY II WORK ZONE DEVICES WHICH REQUIRE CRASHWORTHINESS ACCEPTANCE LETTERS. TO DATE, 2-IN. THICK TIMBER RAILS HAVE NOT BEEN SUCCESSFULLY CRASH TESTED. A LIST OF CRASHWORTHY BARRICADES AND OTHER CATAGORY II DEVICES CAN BE FOUND ON FHWA'S WEBSITE:
http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/cat2.cfm



CHEVRON SIGN DETAIL

1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
2. THE CHEVRON SIGN SHALL BE MOUNTED ON CRASHWORTHY SUPPORT.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHOULD BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.



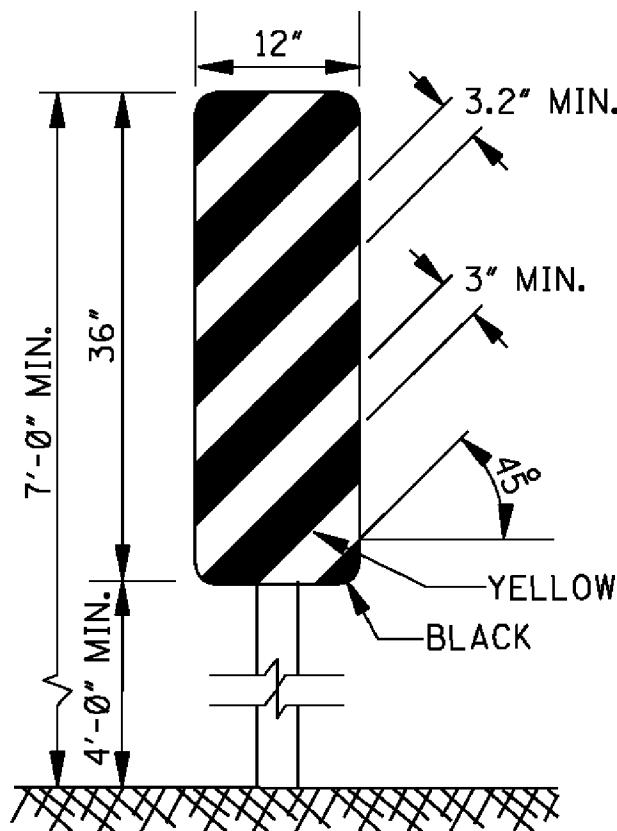
BARRICADE CLOSING A ROAD

BARRICADE CHARACTERISTICS

	I	II	III
WIDTH OF RAIL * *	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL* *	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF RETROREFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS

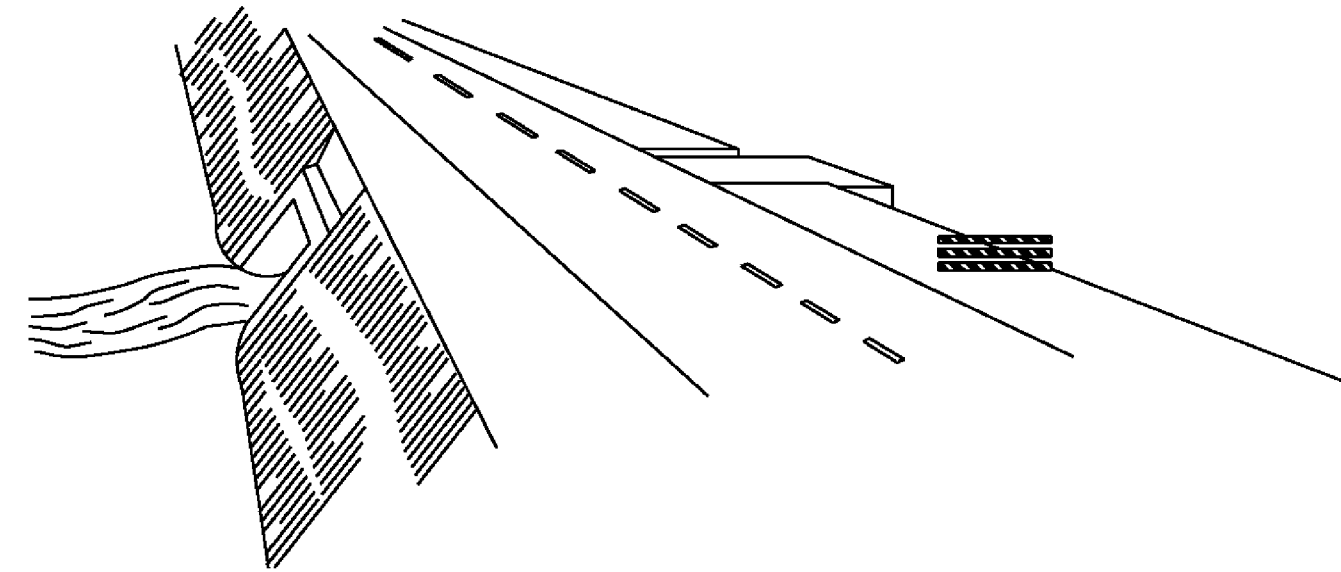
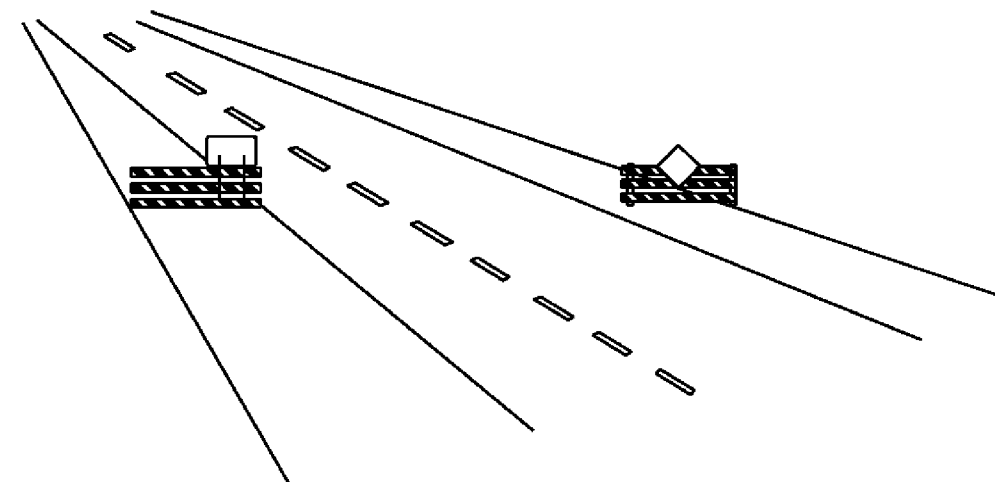
* 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.

** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 in² OF REFLECTIVE AREA FACING TRAFFIC.



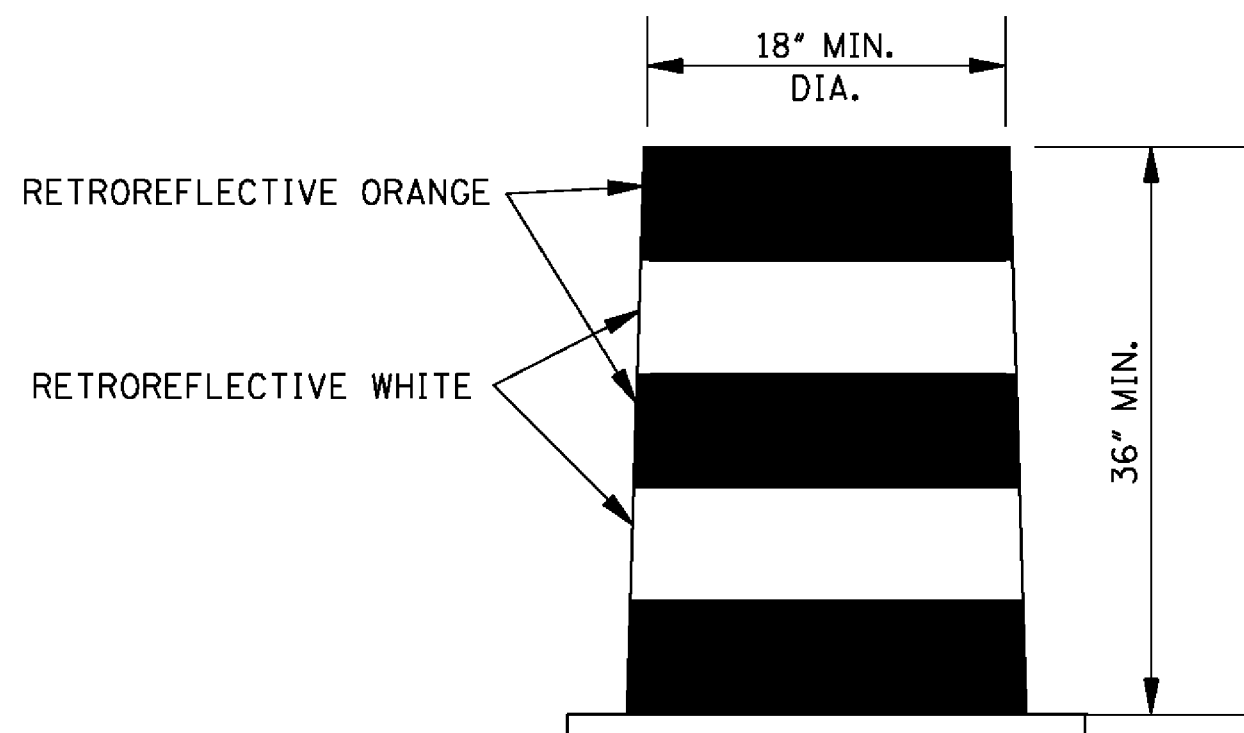
TYPE 3 OBJECT MARKER (OM-3R)

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.



WING BARRICADES

1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.
2. WING BARRICADES SHOULD BE USED:
A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.



PLASTIC DRUM STRIPING DETAIL

1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) RETROREFLECTIVE, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.
2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
3. WHERE PRACTICAL PLASTIC DRUMS SHOULD BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS
				DATE	ISSUE DATE: AUGUST 01, 2017
					WORKING NUMBER TCP-8 SHEET NUMBER 6358

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 July 23, 2020** in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, and then at said location opened and read aloud for furnishing the City's requirements for the following:

**WATER SYSTEM IMPROVEMENTS
LINCOLN ROAD AT LAMAR BOULEVARD & HEGWOOD DRIVE**

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

**BID:
WATER SYSTEM IMPROVEMENTS
LINCOLN ROAD AT LAMAR BOULEVARD & HEGWOOD DRIVE
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 16th day of June, 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on June 24, 2020 and July 1, 2020
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

**WATER SYSTEM IMPROVEMENTS
LINCOLN ROAD AT LAMAR BOULEVARD & HEGWOOD DRIVE**

FOR THE

CITY OF HATTIESBURG

JUNE 2020

PREPARED BY:

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

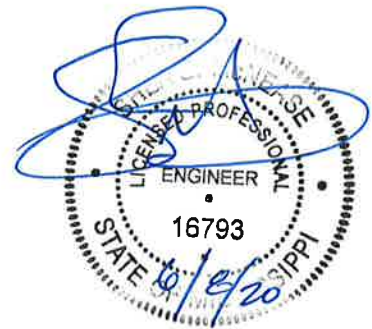
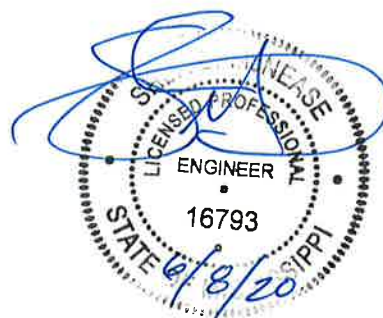


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Fire Hydrant.....	105-107



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 July 23, 2020** in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, and then at said location opened and read aloud for furnishing the City's requirements for the following:

**WATER SYSTEM IMPROVEMENTS
LINCOLN ROAD AT LAMAR BOULEVARD & HEGWOOD DRIVE**

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

**BID:
WATER SYSTEM IMPROVEMENTS
LINCOLN ROAD AT LAMAR BOULEVARD & HEGWOOD DRIVE
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 16th day of June, 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on June 24, 2020 and July 1, 2020
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, MS herein called the "OWNER", at City Hall until 10:00 AM on July 23, 2019, and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to the City Clerk of said City. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **Water System Improvements Lincoln Road at Lamar Boulevard & Hegwood Drive, Hattiesburg, Mississippi** 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 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.

The contract time stipulated, will be strictly enforced, if the CONTRACTOR fails to complete the work within the time stipulated, a deduction will be made of \$750 a day

from the money due the CONTRACTOR not as a penalty but as liquidated damages. The CONTRACTOR and the CONTRACTOR'S sureties shall be liable for all liquidated damages in excess of money due the CONTRACTOR.

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 90 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

WATER SYSTEM IMPROVEMENTS LINCOLN ROAD AT LAMAR BOULEVARD & HEGWOOD DRIVE

Item	Description	Unit	Quantity	Unit Price	Extension
Water Pipe Items					
1	8" Class 350 Ductile Iron Water Pipe (Open Cut)	Lin. Ft.	110		
2	12" Class 350 Ductile Iron Water Pipe (Open Cut)	Lin. Ft.	1,800		
3	10" 200 PSI, DR11, HDPE (Directional Bore) (Incl. Adapter Fittings)	Lin. Ft.	80		
4	16" 200 PSI, DR11, HDPE (Directional Bore) (Incl. Adapter Fittings)	Lin. Ft.	340		
5	Tracer Wire System for Water	L.S.	1		
Water Connection Items					
6	Connection: Proposed 8" to Proposed 12" (Tee & other Fittings)	Each	1		
7	Connection: Proposed 12" to Existing 12" (Various Fittings)	Each	2		
8	Connection: Proposed 12" to Proposed 12" (Tee & other Fittings)	Each	1		
Water Valve Items					
9	8" Gate Valve	Each	2		
10	12" Gate Valve	Each	6		
Water Fire Protection Items					
11	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	Each	3		

	Miscellaneous Construction Items				
12	Crushed Aggregate (Size 610)	Ton	9		
13	Select Fill Material (Class 9, Group C), LVM	CY	24		
14	Concrete Pavement Repair (All Depths)	SY	10		
15	9.5mm How Mix Asphalt	Ton	1		
16	19mm Hot Mix Asphalt	Ton	2		
17	Clearing and Grubbing	Acre	1		
18	Temporary Erosion Control	LS	1		
19	Maintenance of Traffic	LS	1		
20	Mobilization	LS	1		
			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 the 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:

**WATER SYSTEM IMPROVEMENTS
LINCOLN ROAD AT LAMAR BOULEVARD & HEGWOOD DRIVE
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, the 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:

WATER SYSTEM IMPROVEMENTS LINCOLN ROAD AT LAMAR BOULEVARD & HEGWOOD DRIVE 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 **\$1,000.00** 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 retainage in accordance with MS Code of 1972 Section 31-5-33 until final acceptance of the work has been made. If defective and/or materials are discovered or reasonable doubt arises to the integrity of any part of the work for which partial payment has been allowed, a deduction from subsequent estimates in the amount equal to the work in question will be made until the defects have been remedied or the cause for doubt removed.

ARTICLE 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

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 Hattiesburg

Authorized by:

DATE

(Printed Name & Title)

ATTEST _____

CONTRACTOR:

SEAL

DATE

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 City of Hattiesburg, MS (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 **WATER SYSTEM IMPROVEMENTS LINCOLN ROAD AT LAMAR BOULEVARD & HEGWOOD DRIVE, HATTIESBURG, MISSISSIPPI** 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:

TITLE

Name of person executing for Surety

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: 2.1 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:

2.2 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:

2.3 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:

2.4 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 party.

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 unfitting 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 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 (\$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, 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.

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.

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 the following bid items shall be as described and shall include all material, equipment, labor, testing, etc. to install and make operational a complete water system as detailed on the contract drawings and as specified in the contract documents.

DUCTILE IRON, PVC and HDPE WATER SYSTEMS

Payment for item shall include furnishing and installing all pipe, trenching, compaction of required bedding and backfill excavation, disposal of excess excavated material sheeting, shoring, bracing, dewatering, testing, fittings, reducers, flushing the system and related items not specifically covered under other pay items. The contract price shall be determined by the measured distance of pipe installed and accepted per linear foot.

STEEL CASING

Payment for installation of bored or open cut steel casing shall include furnishing and installing all steel pipe, spacers, end caps, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing and related items not specifically covered under other pay items. Length shall be determined by the measured distance of casing pipe installed and accepted per linear foot.

CONNECTION ITEMS

Payment for connection items shall include installation of reducers, fittings, valve boxes, trenching, excavation, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

GATE VALVES

Payment for installation of gate valves shall include furnishing gate valves, valve boxes, trenching, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

FIRE HYDRANT WITH APPURTENANCES

Payment for installation of fire hydrant with appurtenance shall include furnishing fire hydrant, gate valve, valve box, piping, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items. Pay shall be determined per each to include fire hydrant, tees, gate valve, valve box, pipe and other miscellaneous items as required to provide an operational hydrant. Pay shall be determined 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 and will be the surface of Camp Street throughout the life of the project. 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 installation of select fill shall include furnishing and installing granular material as specified in the contract documents and as directed by the Engineer. The unit measurement shall be loose vehicular measurement, L.V.M. Pay shall be determined per cubic yard.

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 ton.

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 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.

SOLID SOD

Payment for solid sod shall include furnishing and installing sod, fertilizer, lime and other components required to establish permanent grassing matching existing conditions. Solid Sod shall include final grading prior to installation of sod materials. The unit measurement shall be per square yard.

LANDSCAPE RESTORATION

Payment for Landscape Restoration shall include furnishing and installing of top soil, mulch, plants, fertilizer, watering, final grading and other components required to re-establish landscaping to matching existing conditions. The unit measurement shall be per square foot.

TEMPORARY EROSION CONTROL

Payment for erosion control shall include furnishing, installing and maintaining silt fence or other erosion control measures as required by current Mississippi Department of Environmental Quality standards. Erosion control measures shall be installed and maintained as planned by the contractor or as directed by the Engineer 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.

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.

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.

WATER SYSTEMS

1) GENERAL

- a) This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of water pipe and related items in accordance with the contract drawings and specifications, as stated in the Proposal.

2) APPLICABLE PUBLICATIONS

- a) The following publications form a part of these specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

- i) AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- A 139 Electric-Fusion (Arc) welded steel pipe (sizes 4 inch and over).

- A 252 Welded and Seamless steel pipe piles.

- C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.

- C 33 Concrete Aggregates

- C 39 Test for Compressive Strength of Cylindrical Concrete Specimens.

- D 2922 Density of Soil Aggregate in place by the clear Method (shallow depths).

- ii) AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- 21.10 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.

- 21.11 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

- 21.50 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-line Molds, for Water or other Liquids.

iii) AMERICAN WATER WORKS ASSOCIATION (AWWA)

C 104 Cement-Mortar Lining for Cast Iron Pipe and Fittings for Water and Other Liquids.

C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

C 110 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

C 150 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

iv) AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

v) MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction 1990 Edition.

3) **SUBMITTALS**

a) The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer.

i) Ductile Iron Pipe: The following submittals shall be required for ductile iron

pipe systems utilized on the project. The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

- (1) Joints: The following shall be required for ductile iron joints.
- (2) Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.
- (3) Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.
- (4) Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

ii) Ductile Iron Pipe Submittal Shall Include the Results of:

- (1) Tension Test
- (2) Impact Test
- (3) Low Temperature Impact Test
Sampling procedure shall be as indicated in ANSI 21.51.

b) PVC Pipe: The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements of these specifications and appropriate construction drawings.

4) MATERIALS - WATER SYSTEM

a) Ductile Iron Pipe:

- i) Ductile iron pipe shall be designed in accordance with the latest revision of ANSI/AWWA C51/A21.51), rated working pressure of 350 psi plus a 100 psi surge allowance; a 2 to 1 safety factor on the sum of working pressure plus surge pressure in Type 3 laying condition with a depth of cover as required per plans.
- ii) Pipe shall have standard asphaltic coating on the exterior. Pipe also shall have a cement mortar lining on the interior in accordance with the latest

revision of ANSI/AWWA C104/A21.4. If corrosion protection is required, polyethylene encasement shall be installed prior to the pipes installation in accordance with ANSI/AWWA C105/A21.5-88.

- iii) All non-restrained pipe shall be furnished with push-on type joints such as "Fastite," or equal. Joints shall be in accordance with the latest revision of ANSI/AWWA C111/A21.11 and shall be furnished complete with all necessary accessories.
- iv) Where restrained joint pipe is required, "Fast Grip", "Flex-Ring", or "Field Flex-Ring" or approved equal shall be used. The length of restrained pipe shall be as tabulated or noted on the plans.
- v) Ductile iron fittings shall conform to the latest revisions of either ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings, linings, and coatings shall be as specified for the pipe above.
- vi) All pipe, fittings and accessories shall be installed and tested in accordance with the latest revision of AWWA C600. Newly installed ductile iron water mains shall be disinfected in accordance with the latest revision of AWWA C651 prior to placing in service.

b) PVC Pipe

- i) PVC pipe for this project shall be PVC, C-900, Class 200. This standard covers the installation of Pressure Class 100, 150 and 200 PVC pipe complying with AWWA Standard C-900-89. PVC pipe shall bear the National Sanitation seal for potable water.
- ii) The pipe shall be equipped with a push on joint in a single elastomeric gasketed joint. It is assembled by positioning the elastomeric gasket in the annular groove of the bell and inserting the spigot end of the pipe into the bell. The spigot end of the pipe compresses the gasket radially to form a positive seal. The gasket and annular groove are designed, sized and shaped so that the gasket will resist displacement. Care shall be taken so that only the correct elastomeric gasket, compatible with the annular groove of the bell, is used. Insertion of the elastomeric gasket in the annular groove of the bell must be in accordance with the manufacturer's recommendations.

c) Gate Valves:

- i) Where indicated on the Plans or directed by the ENGINEER, the CONTRACTOR shall furnish and install gate valves as hereinafter specified.
- ii) All gate valves shall be cast iron mechanical joint, Mueller A-2360, equivalent

or better. All gate valves shall be furnished with O-ring packing and 2" square operating nut, AWWA 200lb., for cast iron water main.

- iii) Valve boxes shall be cast iron top and bottom. Extension pieces shall be provide as required.
- iv) Payment for furnishing and installing gate valves with box shall be made at the contract unit price per valve according to type and size as listed in the proposal.
- v) All valves will be set at a perfect 90-degree angle from level pipe, (perpendicular) so as to be easily accessible through properly set valve box as per specifications above.
- vi) The CONTRACTOR shall furnish and install either a two-piece or three-piece, slip type, cast iron valve box over each gate valve. Valve boxes will be set over valve operating nut, centered so as to be easily accessible with a valve operating wrench or key. They will be set to correspond with the finished grade of street, lot, or easement. No dirt will be left in box; box will not rest directly on valve body.

d) Fittings, Valves and Hydrants, etc.

- i) All fittings, valves and valve boxes, hydrants, and other appurtenances are to be set at the points indicated on the plans, or as directed by the ENGINEER, and omission to do so shall be corrected by the CONTRACTOR without extra cost to the OWNER.
- ii) All fittings shall either be Ductile Iron Compact (ANSI/AWWA C153/A21.53) or Cast Iron (ANSI/AWWA-C110/A21-10) and shall have mechanical joint ends and mechanical joint restraints (Series 1120) and shall be incorporated in the design of the follower gland and shall include a restraining mechanism which, when actuated, imparts multiple wedging action against the pipe, increasing its resistance as the pressure increases. Flexibility of the joint shall be maintained after burial. Glands shall be manufactured of ductile iron conforming to ASTM A 536-80. Restraining devices shall be of ductile iron heat treated to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI/AWWA A21.11 and ANSI/AWWA C153/A21.53 of latest revision. Twist-off nuts shall be used to insure proper actuating of the restraining devices.
- iii) The mechanical joint restraint device shall have a working pressure of a least 250 psi with a minimum safety factor of 2:1 and shall be EBAA Iron., MEGALUG or equal.

- iv) To improve the sealing capacity, the gaskets for all mechanical joints conforming to the requirements of ANSI/AWWA C110/A/21.10, C111/A21.11, or C153/A21.53 shall be of a design that causes the gasket to deflect approximately 30% during assembly of the mechanical joint. The gasket material shall conform to the requirements of ANSI/AWWA C111/A21.11, Section 1-6.4 of the latest revision. Mechanical joint gaskets shall be EBAA Iron's EBAA Seal- Improved Mechanical Joint Gasket or approved equal.
- v) Fittings (bends, tees, plus, and caps) shall be securely braced by mechanical joint restraints, as indicated on the Plans, to prevent the possibility of blowing off under pressure. And a full length of pipe shall be installed on each end of the fitting. Then cut pieces can be installed beyond the full lengths of pipe.
- vi) The prices bid furnishing and installing valves, fittings, etc., shall include compensation for furnishing mechanical joint restraints as required at beds, tees, plugs and caps. No separate or extra compensation will be allowed for any of the above specified incidental work or material.

e) Plugs and Caps

- i) Where indicated on the Plans, or as directed by the ENGINEER, the CONTRACTOR shall install plugs for anticipated future extensions by placing a branch fitting (tee or cross) in the line and plugging the unused branch or branches. In general, such plugs will be located at street intersections where present plans provided lines running in only two or three directions from the intersections and where, in the opinion of the ENGINEER, a connection may be required for future extension. Where "dead-end" lines are installed, the ends of such lines shall be plugged or capped as required.
 - ii) For the various hot taps required according to the plans, and up to 12 inches, the JCM 432, stainless Tapping Sleeve shall be required. The CONTRACTOR shall furnish all materials for these various taps and the OWNER will actually make the tap.
- f) Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of water pipe and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.375 inch.
- g) Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table.)

SIZE No. 467

Nominal Size (Sieves w/Square Openings)	Percent Passing by Weight
2"	100
1-1/2"	95–100
3/4"	35–70
3/8"	10–30
No. 4	0–5

- h) Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 1 - 1/2" sieve.
- i) Concrete: Concrete shall be in accordance with the requirements of Technical Specifications – CONCRETE.
- j) Select Backfill
- i) General: The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material.
- ii) Gradation: Any coarse aggregate contained in the material shall pass the one and one-half (1-1/2); sieve and not more than thirty-five percent (35%) shall be retained in the Number 10 sieve. The plasticity index (P.I.) shall not exceed 12, nor shall the liquid limit exceed 30.
- iii) The composite selected sand-clay material passing the Number 10 sieve shall conform to the following minimum and maximum gradation limits:

Sieve	Percent Passing by Weight
Number 40	40–85
Number 60	30–70

Number 270	8–30
Silt (.05 to .005 mm)	03–15
Clay (Passing .005 mm)	3--15

- iv) Backfill: All other backfill shall consist of excavated material removed from the trench.

5) CONSTRUCTION

a) Earthwork

i) Site Preparation:

- (1) Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas.
- (2) All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case shall such objectionable material be allowed in the trench.
- (3) Stripping operation shall be to a depth of not less than 6 inches in all cases.

- b) Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or concrete pavement shall be scored or cut to a proper depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

c) Trenching:

- i) The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the laying operations.
- ii) The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction

(with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe.

- iii) The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.
- iv) Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

d) Disposal:

- i) The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.
- ii) The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of water pipe.

e) Dewatering

- i) The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and

operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.

- ii) Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the bid price.

f) Bedding

- i) The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with select backfill and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation without direction of the Engineer shall be at the expense of the Contractor.
- ii) Holes for the bells shall be provided at each joint in the subgrade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.
- iii) Stabilization Materials: When the subgrade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the subgrade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer.

Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six-inch lifts.

iv) Bedding Materials

(1) As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.

(2) The Engineer may direct additional moisture be added to the bedding material to aid in the compaction effort. Mechanical tampers may be employed to aid the process. depending on the particular bedding required, additional bedding shall be added and tamped to a minimum of 90% of maximum laboratory density, with AASHTO T-99.

v) Select Backfill: Select backfill shall be placed in 6-inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.

vi) Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grad, and cross section with proper bell holes at each joint to 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.

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 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.

9) WATER SERVICE

- a) Service pipe shall be ¾" Polyethylene Plastic tubing meeting the following specifications:
 - i.) 200 PSI and complying with AWWA standards when tested by methods ASTM 1599, copper tube size (O.D.) farmable for use with standard heavy-duty waterworks brass flare fittings.
 - ii.) Tubing shall comply with the standards and bear the seal of the National Sanitary Foundation.
 - iii.) All connections and fittings shall be Ford brand.

10) TRACER WIRE

- a) Materials
 - 1. General
 - i.) All trace wire and trace wire products shall be domestically manufactured in the U.S.A.
 - ii.) All trace wire shall have HDPE insulation intended for direct bury, color coated per APWA standard for the specific utility being marked, green for Sewer.

2. Trace wire

- i) Open Trench - Trace wire shall be #12 AWG Copper Clad Steel, High Strength with minimum 450 lb. break load, with minimum 30 mil HDPE insulation thickness.
- ii) Directional Drilling/Boring - Trace wire shall be #12 AWG Copper Clad Steel, Extra High Strength with minimum 1,150 lb. break load, with minimum 30 mil HDPE insulation thickness.
- iii) Pipe Bursting/Slip Lining - Trace wire shall be 7 x 7 Stranded Copper Clad Steel, Extreme Strength with 4,700 lb. break load, with minimum 50 mil HDPE insulation thickness.

3. Connectors

- i.) All mainline trace wires must be interconnected in intersections, at mainline tees and mainline crosses. At tees, the three wires shall be joined using a single 3-way lockable connector. At Crosses, the four wires shall be joined using a 4-way connector. Use of two 3-way connectors with a short jumper wire between them is an acceptable alternative.
- ii.) Direct bury wire connectors – shall include 3-way lockable connectors and mainline to lateral lug connectors specifically manufactured for use in underground trace wire installation. Connectors shall be dielectric silicon filled to seal out moisture and corrosion and shall be installed in a manner so as to prevent any uninsulated wire exposure.
- iii.) Non-locking friction fit, twist on or taped connectors are prohibited.

4. Termination/Access

- i.) All trace wire termination points must utilize an approved trace wire access box (above ground access box or grade level/in-ground access box as applicable), specifically manufactured for this purpose.
- ii.) All grade level/in-ground access boxes shall be appropriately identified with “water” cast into the cap and be color coded.
- iii.) A minimum of 2 ft. of excess/slack wire is required in all trace wire access boxes after meeting final elevation.
- iv.) All trace wire access boxes must include a manually interruptible conductive/connective link between the terminal(s) for the trace wire connection and the terminal for the grounding anode wire connection.

- v.) Grounding anode wire shall be connected to the identified (or bottom) terminal on all access boxes.
- vi.) Service Laterals - Trace wire must terminate at an approved grade level/inground trace wire access box, located at the edge of the road right-of-way, and out of the roadway.
- vii.) Hydrants – Trace wire must terminate at an approved above-ground trace wire access box, properly affixed to the hydrant grade flange. (affixing with tape or plastic ties shall not be acceptable)
- viii.) Long-runs, in excess of 500 linear feet without service laterals or hydrants - Trace wire access must be provided utilizing an approved grade level/in-ground trace wire access box, located at the edge of the road right-of-way, and out of the roadway. The grade level/in-ground trace wire access box shall be delineated using a minimum 48" polyethylene marker post, color coded per APWA standard for the specific utility being marked.

5. Grounding

- i.) Trace wire must be properly grounded at all dead ends/stubs
- ii.) Grounding of trace wire shall be achieved by use of a drive-in magnesium grounding anode rod with a minimum of 20ft of #12 red HDPE insulated copper clad steel wire connected to anode (minimum 1.5 lb.) specifically manufactured for this purpose and buried at the same elevation as the utility.
- iii.) When grounding the trace wire at dead ends/stubs, the grounding anode shall be installed in direction 180 degrees opposite of the trace wire, at the maximum possible distance.
- iv.) When grounding the trace wire in areas where the trace wire is continuous and neither the mainline trace wire or the grounding anode wire will be terminated at/above grade, install grounding anode directly beneath and in-line with the trace wire. Do not coil excess wire from grounding anode. In this installation method, the grounding anode wire shall be trimmed to an appropriate length before connecting to trace wire with a mainline to lateral lug connector.
- v.) Where the anode wire will be connected to a trace wire access box, a minimum of 2 ft. of excess/slack wire is required after meeting final elevation.

b. Installation

1. General

- i.) Trace wire installation shall be performed in such a manner that allows proper access for connection of line tracing equipment, proper locating of wire without loss or deterioration of low frequency (512Hz) signal for distances in excess of 1,000 linear feet, and without distortion of signal caused by multiple wires being installed in close proximity to one another.
- ii.) Trace wire systems must be installed as a single continuous wire, except where using approved connectors. No looping or coiling of wire is allowed.
- iii.) Any damage occurring during installation of the trace wire must be immediately repaired by removing the damaged wire and installing a new section of wire with approved connectors. Taping and/or spray coating shall not be allowed.
- iv.) Trace wire shall be installed at the bottom half of the pipe and secured (taped/tied) at 5' intervals.
- v.) Trace wire must be properly grounded as specified.
- vi.) Trace wire on all service laterals/stubs must terminate at an approved trace wire access box located directly above the utility, at the edge of the road right-of-way, but out of the roadway. (See Trace wire Termination/Access)
- vii.) At all mainline dead-ends, trace wire shall go to ground using an approved connection to a drive-in magnesium grounding anode rod, buried at the same depth as the trace wire. (See Grounding)
- viii.) Mainline trace wire shall not be connected to existing conductive pipes. Treat as a mainline dead-end, ground using an approved waterproof connection to a grounding anode buried at the same depth as the trace wire.
- ix.) All service lateral trace wires shall be a single wire, connected to the mainline trace wire using a mainline to lateral lug connector, installed without cutting/splicing the mainline trace wire.
- x.) In occurrences where an existing trace wire is encountered on an existing utility that is being extended or tied into, the new trace wire and existing trace wire shall be connected using approved splice connectors and shall be properly grounded at the splice location as specified.

2. Water System

- i.) A mainline trace wire must be installed, with all service lateral trace wires properly connected to the mainline trace wire, to ensure full tracing/locating capabilities from a single connection point.
- ii.) Lay mainline trace wire continuously, by-passing around the outside of valves and fittings on the North or East side.
- iii.) Trace wire on all water service laterals must terminate at an approved trace wire access box color coded blue and located directly above the service lateral at the edge of road right of way.
- iv.) Above-ground tracer wire access boxes will be installed on all fire hydrants.
- v.) All conductive and non-conductive service lines shall include tracer wire.

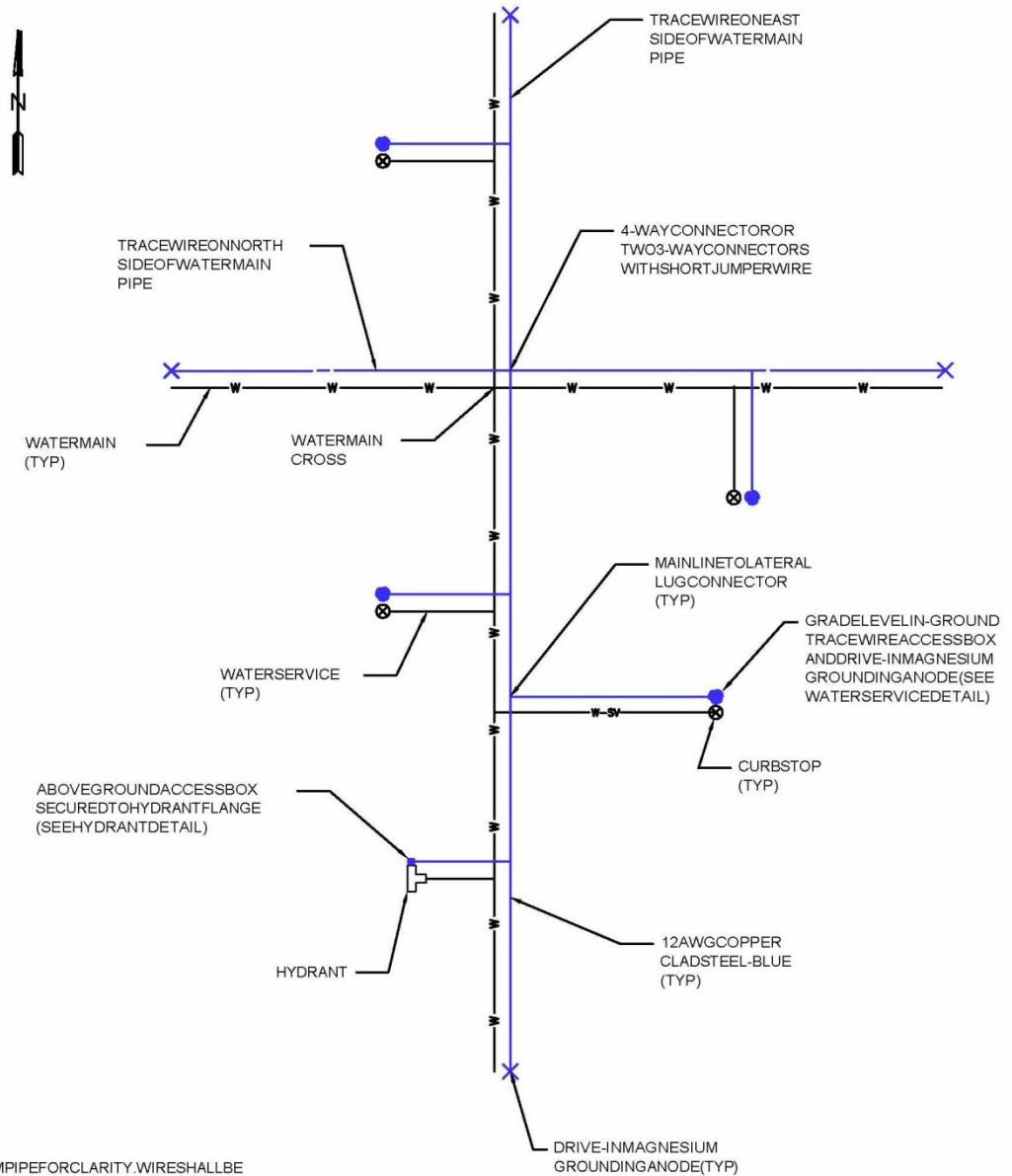
c. Prohibited Products and Methods

- 1. The following products and methods shall not be allowed or acceptable
 - i.) Uninsulated trace wire
 - ii.) Trace wire insulations other than HDPE
 - iii.) Trace wires not domestically manufactured
 - iv.) Non-locking, friction fit, twist on or taped connectors
 - v.) Brass or copper ground rods
 - vi.) Wire connections utilizing taping or spray-on waterproofing
 - vii.) Looped wire or continuous wire installations, that has multiple wires laid side-by-side or in close proximity to one another
 - viii.) Trace wire wrapped around the corresponding utility
 - ix.) Brass fittings with trace wire connection lugs
 - x.) Wire terminations within the roadway, i.e. in valve boxes, cleanouts, manholes, etc.
 - xi.) Connecting trace wire to existing conductive utilities

d. Testing

- 1. All new trace wire installations shall be located using typical low frequency (512Hz) line tracing equipment, witnessed by the contractor, engineer and facility owner as applicable, prior to acceptance of ownership.

2. This verification shall be performed upon completion of rough grading and again prior to final acceptance of the project.
3. Continuity testing in lieu of actual line tracing shall not be accepted.

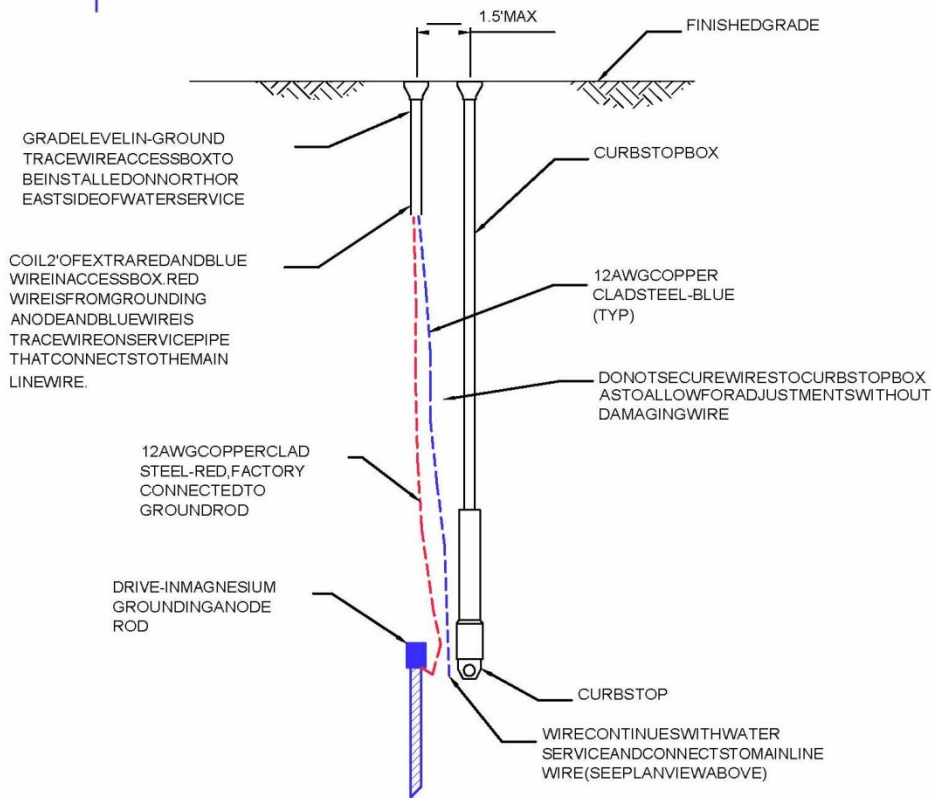
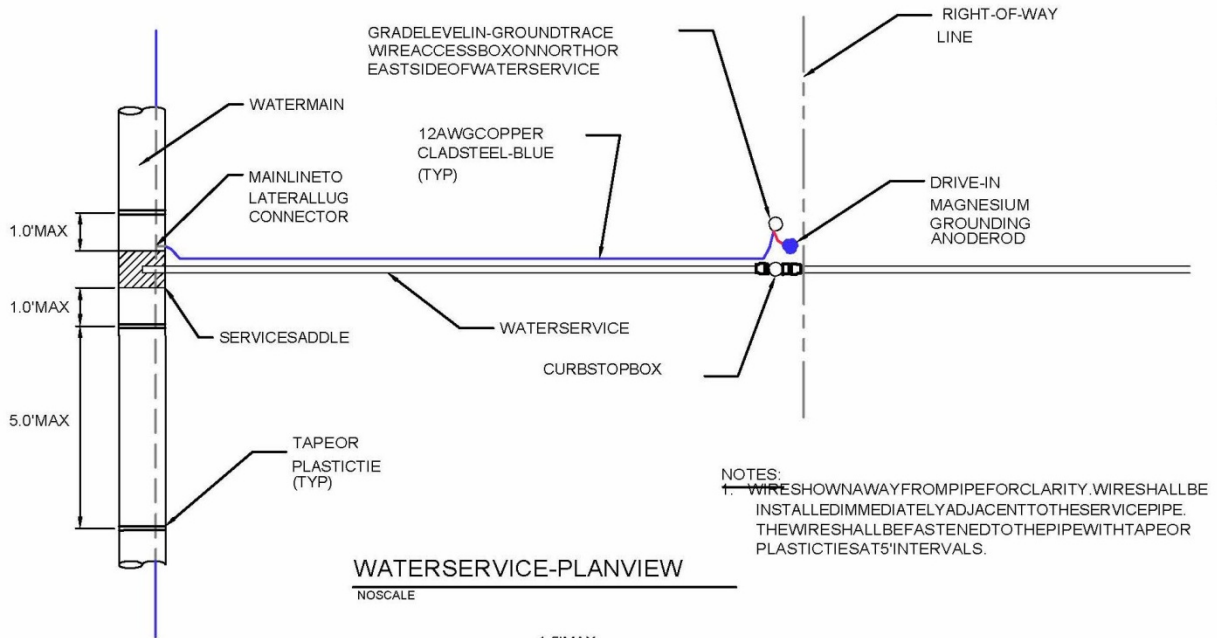


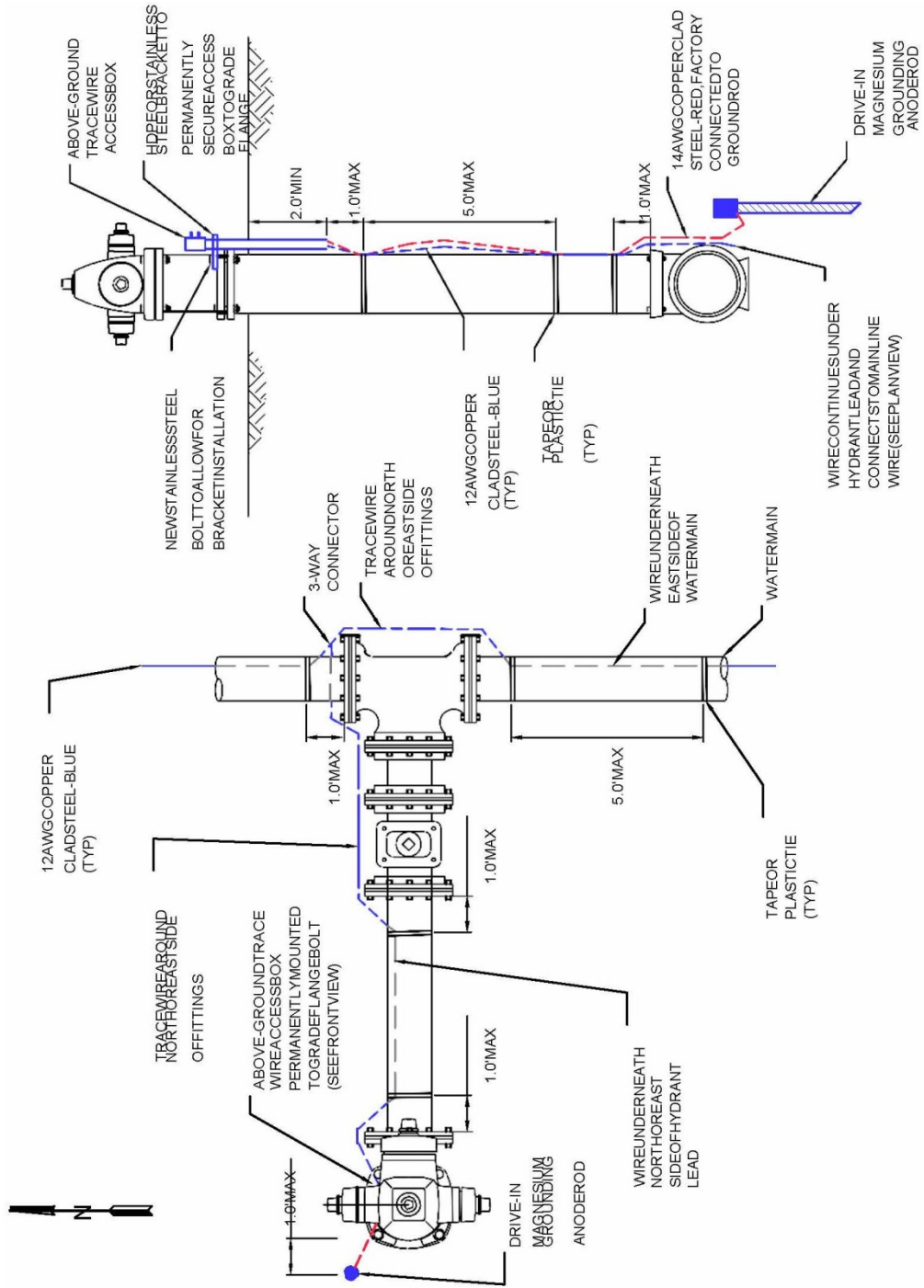
NOTES:

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED ON THE BOTTOM SIDE OF THE PIPE BELOW THE SPRING LINE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.

TRACE WIRE PLAN (WATER)

NOSCALE





HYDRANT-SECTION VIEW
NO SCALE

HYDRANT-PLAN VIEW
NO SCALE

RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS, and OTHER GRASSED AREAS

- 1) **GENERAL:** The work under this item of work shall consist of furnishing all necessary materials, labor, supervision, tools, equipment and incidentals for the restoration of roads, driveways, fences, lawns and other grassed areas so as to provide satisfactory repair to all damage caused by general construction work. It is the intent of these Specifications to restore all such features to the general conditions that existed prior to construction activity insofar as practical. It is not the intention of this Specification that trees, which must be cut and removed, be restored. The Contractor is expected to be familiar with the overall area and be satisfied as to the materials required and level of effort needed to accomplish such restoration in accordance with this Specification.
- 2) **APPLICABLE PUBLICATIONS:** The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work:
 - a) **AMERICAN ASSOCIATION of STATE HIGHWAY and TRANSPORTATION OFFICIALS (AASHTO):**
 - i) T 99 The Moisture Density Relations of Soils Using a 5.5lb. (2.5 kg) Rammer and a 12-inch (305 mm) Drop
 - ii) T 167 Compressive Strength of Bituminous Mixture
 - iii) T 191 Density of Soil In-Place by the Sand-Cone Method
 - iv) T 230 Determining Degree of Pavement Compaction of Bituminous Aggregate Mixtures
 - b) **AMERICAN SOCIETY for TESTING and MATERIALS (ASTM)**
 - i) D 2922 Density of Soil and Soil Aggregate in Place by the Nuclear Method (shallow depths)
 - c) **MISSISSIPPI DEPARTMENT of TRANSPORTATION (MDOT)**
 - i) Standard Specifications for Road and Bridge Construction, 2004 Edition
 - ii) Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

3) **SUBMITTALS:** **Mix Designs:** Design mix will be provided by Contractor and approved by Engineer prior to production of asphalt.

4) **MATERIALS**

a) 4.1 **Subbase and Base Courses:** Subbase and base courses under paved areas shall be as specified in MSHD Specification, Section 300.

b) 4.2 **Prime Coat:** Prime coat shall consist of Grade MC-30 or Grade MS-70 in accordance with the applicable requirements of MDOT Specification Section 408.

c) **Bituminous Pavement:** Bituminous Pavement for roadway and parking areas, wearing and binder courses shall consist of a mix in accordance with MDOT Specifications Section 403.

d) Materials shall conform to the following subsection of MDOT, Specifications Sections 702 and 703.

i) Bituminous Materials (AC-20) 702.01

ii) Aggregate

iii) BC-1 Binder Course

iv) SC-1 for Surface Course

v) Filler 703.14

vi) **Topsoil:** Topsoil shall be in accordance with Technical Specifications - SEEDING and SODDING.

vii) **Seeding and Sodding:** Seeding and sodding operations shall be in accordance with Technical Specifications - "SEEDING and SODDING."

5) **CONSTRUCTION**

a) **Maintenance of Traffic**

i) Prior to limiting or restricting traffic on any street or road, the Contractor shall obtain permission from the City of Hattiesburg. Through or local traffic shall at all times be accommodated by the use of temporary approaches, crossings or detours (if allowed by the City of Hattiesburg). Satisfactory (to the Property Owner) ingress and egress to any public or private property shall be properly maintained. Proper barricades, signs and detour signs shall be

provided by the Contractor to adequately warn motorists of obstructions ahead. Lighted (flashing) barricades shall be used at night.

- ii) Flagmen shall be provided to direct traffic around equipment and for one way movement of traffic around equipment and for one way movement of vehicles. The Contractor may have to stop construction and restore full traffic during certain rush hours.
- iii) The Contractor shall at all times (unless otherwise permitted in writing by the City of Hattiesburg) maintain open one lane to traffic during construction operations and restore roadways to two-way traffic during non-construction hours.

b) Repair of Asphalt; Concrete Streets; Driveways; Parking Lots

i) Removal and Earthwork:

(1) The existing asphalt pavement shall be uniformly saw cut on straight lines and the material shall be removed. Other methods of cutting the existing asphalt surface which will result in a uniform straightedge similar to a sawed cut may be acceptable. Upon completion of the pipe laying, select backfill shall be placed in the excavation in maximum 8-inch lifts and compacted to at least 90% of maximum laboratory density to within one foot of the top subgrade and to 95% of maximum laboratory density in the upper one foot of the subgrade.

(2) Maximum density of typical select backfill material shall be determined in accordance with AASHTO T 191 or ASTM D 2922. Portable mechanical tampers or vibratory compactors shall be used in the trenches. Rollers may be used at street level. Existing base and asphalt surfaces which become undermined during construction shall be removed until firm undisturbed subgrade is reached.

c) Asphaltic Base: Asphaltic base shall be constructed in accordance with MSHD Specification, Section 300.

- i) Prime Coat: Prime coat shall be applied to exposed existing base material prior to overlay with asphaltic base course in accordance with MSHD Specification, Section 408.
- ii) Tack Coat: Tack coat shall be applied to existing or new asphaltic wearing course and asphaltic base, or concrete which is to require asphalt wearing course.

iii) Asphalt Wearing Course: Placement and compaction of the bituminous

pavement shall be in accordance with MSHD Specification Section 403.03.

- iv) Utilities: All utility covers excavated during removal of streets, driveways, parking lots shall be restored to finished grade.

d) Driveways and Sidewalks:

- i) Driveways and sidewalks shall be repaired in similar manner to the original construction. Asphalt drives shall be saw cut where required and repaired in accordance with Paragraph 6(b) of this Specification. Concrete drives shall be saw cut or removed to the next joint. The minimum thickness for concrete driveway repair is 6 inches and for sidewalks is four (4) inches.
- ii) Concrete surfaces shall be properly tooled and receive a broom finish. Installation (if required) of new driveway drainage culvert shall be made only at the direction of the Engineer. The Contractor shall take all reasonable precautions to allow for reuse of existing drainage culverts.

- e) Repair to Gravel Roads: Gravel roads shall be backfilled and compacted in accordance with Paragraph 6(b) of this Specification. The final surface shall consist of 12-inch in-place compacted clay gravel. Compaction shall be to 100% of maximum laboratory density in accordance with AASHTOT 99.

f) Repair to Lawns:

- i) General: The Contractor shall exercise extreme care to minimize damage to improved lawns. Trees and shrubs within the limits of work shall be removed only for essential construction requirements. Any shrubs, which are removed or damaged, shall be replaced by satisfactory (to the Property Owner) planting by the contractor. Any grass seed areas, roads, streets, driveways, culverts, fences, water lines, metal boxes or other items (excluding trees unavoidably cut) which are damaged by the Contractor, shall be satisfactorily restored by Contractor. Acceptance of improved lawn repairs shall be based on the firm establishment of live stand of grasses and live growth of any replanted and acceptable shrubs. The Contractor shall water and fertilize such areas until healthy growth of grass (and shrubs, if applicable) are attained
- ii) Grading: The surface areas shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.
- iii) Topsoil: The Contractor shall strip topsoil and sod and stockpile for later use. Upon completion of trenching over the area. Additional topsoil

shall be furnished if required (at no additional cost) to provide a uniform thickness of 3 inches. Lime at a rate of 1 - 1/2 tons per acre and fertilizer (13-13-13) at a rate of 800 pounds per acre shall be applied as needed to further establish grass growth.

iv) Grassing: Grass seed, sprigs, or sod similar to the existing lawn grasses shall be planted in accordance with the supplier's recommendations. Winter cover grasses such as rye grass shall be applied (in addition to planting the permanent grasses) if seeding, sprigging, or sodding is done at a time of year when the permanent grasses will not actively grow. The type(s) of permanent grasses shall be the same as the grass(es) in the damaged lawns. If the lawn repairs are accomplished between September 1 and March 1, the Contractor shall continue the restoration work during the next period of March 15 and April 5 and mow the grass and continue the restoration until satisfactory growth of the permanent grass (es) is obtained. Such additional restoration work shall include the 1 - 1/2 tons of lime per acre, application of 13-13-13 fertilizer at a rate of 800 pounds per acre and replanting and watering permanent grass as necessary to obtain satisfactory (to Engineer) growth. No time will be charged against the Contract Time for any such additional restoration work.

v) Sodding: Sodding shall be in accordance with Technical Specifications - SEEDING and SODDING.

g) Erosion Control:

i) During all phases of construction, the Contractor shall adequately protect all work from adverse erosion. Soil shall not be allowed to flow off the limits of work area. The Contractor shall employ the use of ditch checks, matting, temporary grass cover, blankets, or other measures to control erosion. The Contractor shall be responsible to correct damage caused by erosion.

ii) During the construction of this project, all work areas will be strictly monitored. All trench lines will be kept in excellent condition, all streets and drives will receive careful maintenance, keeping potholes and settled areas filled in. Dust control is essential and will also be strictly monitored.

h) General Grassing of Unimproved Areas

i) General: The Contractor shall seed and establish grass growth in all disturbed areas in unimproved areas (to include pastures and roadsides). Acceptance of the grass cover shall be based upon the firm establishment of a live stand of grass. The contractor shall water such grass if natural rainfall fails to adequately provide moisture. On slope and other areas subject to erosion, grassing shall be accomplished as soon as practical (within 48 hours

unless weather is prohibiting) after finish grading operations.

- ii) Grading: The surface area shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.
- iii) Topsoil: The Contractor shall remove existing topsoil and stockpile for later use. Upon completion of backfilling (to establish contours as before construction), the topsoil shall be uniformly spread back over the area. The Engineer may require additional topsoil be furnished by the Contractor, if in the opinion of the Engineer, adequate provisions and efforts were not made by the Contractor to stockpile and re-use existing topsoil material.
- iv) Fertilizer and Agricultural Limestone: The Contractor shall uniformly apply 800 lbs. per acre of 13-13-13 fertilizer and also apply two (2) tons per acre of agricultural limestone to the area to be seeded. The fertilizer and limestone shall be tilled into the soil to a depth of four (4) inches.
- v) Seeding: Seed shall be uniformly sown in accordance with Technical Specification - SEEDING and SODDING.
- vi) Sodding: Sod shall be place in accordance with Technical Specification – SEEDING and SODDING.
- i) Mulch Cover: Erosion prone areas such as steep slopes and highway shoulders shall receive a layer of loose straw mulch or equivalent at the rate of one and one-half (1-1/2) tons per acre. The mulch cover shall be established by the application of emulsified asphalt or by "crimping" parts of the material into the soil.
- j) Miscellaneous Items: Items such as fences, gates, headwalls, paved ditches, and other items shall be replaced or repaired as required for restoration. Should additional fencing material be required, new post and new wire of similar size, type and gauge shall be provided and installed.
- k) General Care: Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees, which do not have to be removed in the opinion of the Engineer, and which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

6) TESTING

- a) General: All sampling and testing shall be accomplished by the testing laboratory approved by the Owner and employed by the Contractor to perform such services. Results shall be immediately forwarded to the Engineer by the Contractor.
- b) Earthwork: Earthwork directly involved with road and street repair shall be tested as follows:
 - i) Moisture Density Relationship (Standard Proctors): Two tests of sampled native material shall be required.
 - ii) Tests shall be in accordance with AASHTO T 99.
 - iii) Field Density: A minimum of two and a maximum of four field density tests shall be required. Density tests shall be in accordance with AASHTO T 191 or ASTM D 2922
 - iv) Topsoil: Two pH tests and two organic content tests (wet combustion method) will be required.

SEEDING and SODDING

- 1) **DESCRIPTION:** This item consists of furnishing all labor, supervision, materials, tools, incidentals and equipment and performing all work for topsoiling, tilling, fertilizing, seeding, watering, and otherwise establishing, protecting and maintaining seeded and sodded areas as required by the Contract Drawings and these specifications, and including repair, refertilizing and reseeding as required until final inspection and acceptance of the project.
- 2) **SUBMITTALS:** Certificates for fertilizer, limestone, seed.
- 3) **MATERIALS**
 - a) **Topsoil:** Topsoil shall be the surface layer of soil that is stockpiled by the Contractor during stripping and/or excavation on the site. The topsoil shall be free of subsoil, clay, lumps, stones, brush or seed. Topsoil shall have a pH value of not less than 4.5 or more than 8.0.
 - b) **Lime:** Lime shall be ground limestone containing not less than 80% of total carbonates and shall be ground to such fineness that 80% will pass through a No. 10 mesh sieve and 40% will pass through a No. 40 mesh sieve.
 - c) **Fertilizer:** Fertilizer shall be water soluble commercial carriers of available plant food elements or combinations thereof, as stated herein and shall conform to the applicable state fertilizer laws. They shall be uniform in composition, dry, and free flowing materials in condition for application by suitable equipment. The fertilizer shall be delivered in standard bags or other convenient standard containers, each fully labeled with manufacturer's guaranteed analysis. Any fertilizer shall contain not less than the percentages by weight of the ingredients set out as follows: (1) Nitrogen, 13% (2) Phosphorous P O, 13%, (3) Potash K C, 13%. Invoices for fertilizer will show the kind and have analysis furnished.
 - d) **Seed:** Seeds with a minimum pure live seed content of 90% shall be used. They shall be of the best grade and of known vitality, purity, and germination and shall be delivered in containers bearing seed tags as required by law showing percentages of germination content and purity of seed as well as percentages of weed seed content.
 - i) All seeds shall be free of wild onion, Canadian thistle, Johnson grass, crab grass or other seeds of noxious weeds. All seeds shall be furnished in standard containers, or as acceptable to the Engineer. Seed which has become wet, moldy or otherwise damaged in transit or storage will not be acceptable.

Purity, Germination, and Planting Schedule			
Spring and Summer Seeding (March 1 to September 1)			
Name	Percent Purity	Percent Germination	Mix (dry wt. lbs.) per Acre
Hulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
TOTAL			50
Fall and Winter Seeding (September 1 to March 1)			
Name	Percent Purity	Percent Germination	Mix (dry wt. lbs.) per Acre
Unhulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
Rye	95	85	15
Crimson Clover	95	85	8
TOTAL			73

- ii) Seeding in Existing Lawns: Grass seeds for existing lawns shall be the same as the existing grass.
- e) Leguminous Inoculants: Inoculation media containing live nitrogen-fixing bacteria shall be supplied with all legume seed. The inoculants shall be standard, pure culture of nitrogen-fixing bacteria. Each kind of legume will require cultural bacteria that are adapted to that particular kind of seed. The bacteria shall be supplied in convenient containers seed. The bacteria shall be supplied in convenient containers of a proper size to treat the amount of seed to be planted. The legume seeds shall be treated according to the directions, and before the expiration date for use of the media shown on the container.
- i) Soil for Repairs: for fills or areas to be repaired, soil shall be topsoil of a least equal quality to that which exists in areas adjacent to the area to be repaired.
- f) Water: Water shall be free from oil, acid, alkali, salt, and other substances harmful to growth of grass, and shall be from a source accepted prior to use.
- g) Solid Sod: Bermuda or Carpet Grass and shall be native to the locality of the work and shall, when placed be live, fresh, growing grass with at least two and one-half (2-1/2) inches of soil adhering firmly to the roots. The sod shall be reasonably free from obnoxious weeds or other grasses and shall not contain any matter deleterious to its growth; or which might affect its subsistence or

hardiness when transplanted. The sod shall be in blocks at least 3"x 8", and free from ragged edges.

4) INSPECTION AND TESTS

- a) Fertilizer and Limestones: Duplicate copies of material invoices shall be furnished to the Engineer. Invoices shall show quantities and grade of fertilizer, quantity of limestone, percentages of calcium carbonate and magnesium carbonate, as applicable, and the percentages of limestone that pass the No. 40 and the No. 10 mesh sieves. Samples of each lot of fertilizer and limestone shall be furnished for testing. Upon completion of project a final check of total quantities of fertilizer and limestone used will be made against total area treated, and if minimum rates of application have not been met, additional quantities of these materials to make up minimum application specified shall be distributed.
- b) Seed: Contractor shall furnish to the Engineer duplicate signed copies of statement(s) from vendor(s), certifying that each container of seed delivered is labeled in accordance with Federal Seed Act and is at least equal to requirements specified therein. This certification shall be obtained from vendor and shall be furnished before application.

5) PREPARATION of GROUND SURFACE

- a) General: Equipment, in good operating condition, shall be used for the proper preparation of the ground and for handling and placing all materials. Equipment shall be acceptable before work is started.
- b) Topsoiling: Topsoil shall be obtained from job site stockpiles formed during stripping and/or excavation operations and shall be free from subsoil, clay lumps, stones, brush, grasses or weeds, excess acids or alkali, or any other material to subsequent, smooth, grading, planting, and maintenance operations.
- c) Grading: Previously established grades shall be maintained on the areas to be treated in a true and even condition; necessary repairs shall be made to previously graded areas by means of graders or other approved equipment.
- d) Tillage: After the areas required to be treated have been brought to the grades shown, the soil shall be tilled to a depth of at least 4 inches by plowing, disking, harrowing, or other acceptable operations until the condition of the soil is acceptable. The work shall be performed only during period when beneficial results are likely to be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed. Undulations or irregularities in the surface shall be leveled before the next specified operation.

6) APPLICATION of FERTILIZER and LIMESTONE

- a) Preplanting fertilization of areas to be seeded: Fertilizer shall be distributed uniformly at a rate of 800 pounds per acre over areas to be seeded and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of fertilizer may be part of the operation specified in Section 5.4: TILLAGE of these specifications.
- b) Liming: Immediately following or simultaneously with incorporation of fertilizer, limestone shall be distributed uniformly at a rate of 4000 pounds per acre, and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of limestone along with fertilizer may be part of the operation specified in Section 5.4: TILLAGE of these specifications.
- c) Leveling: Surface irregularities resulting from tillage, fertilizing, liming, or other operations shall be leveled before seeding.
- d) Postplanting fertilization: From 40 to 60 days after seeding, ammonium nitrate or its nitrogen equivalent shall be applied uniformly at a rate of 225 pounds per acre over areas seeded. Fertilizer shall be applied when grass blades are dry to minimize burning. The planted area shall be watered to thoroughly moisten the upper 6 inches of the soil surface after the fertilizer is applied.

7) PLANTING SEED

- a) General: A satisfactory method of sowing shall be employed; using approved mechanical power-drawn drills or seeders, or other approved methods. When drills are used, markers or other means shall be provided to 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 affected. 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 another 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) Re-fertilizing: The Contractor will determine areas needing re-fertilization 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 ¼" 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.

SOURCE: Hydrants shall be M&H Model 129, Mueller Super Centurion 250, or the American Flow Control.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, June 16, 2020

Re: Approve plans and specifications for the Hardy Street and Concart Street Drainage and Sidewalk Improvements project and authorize advertisement for bids.
File Number: 2020-386
Minute Book #

Summary

Approve plans and specifications for the Hardy Street and Concart Street Drainage and Sidewalk Improvements project and authorize advertisement for bids.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 16, 2020 City Council meeting for consideration.

HARDY STREET AND CONCAR STREET DRAINAGE AND SIDEWALK IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY

MAYOR

TOBY BARKER

CHIEF ADMINISTRATIVE OFFICER

ANN JONES

ENGINEERING DIRECTOR

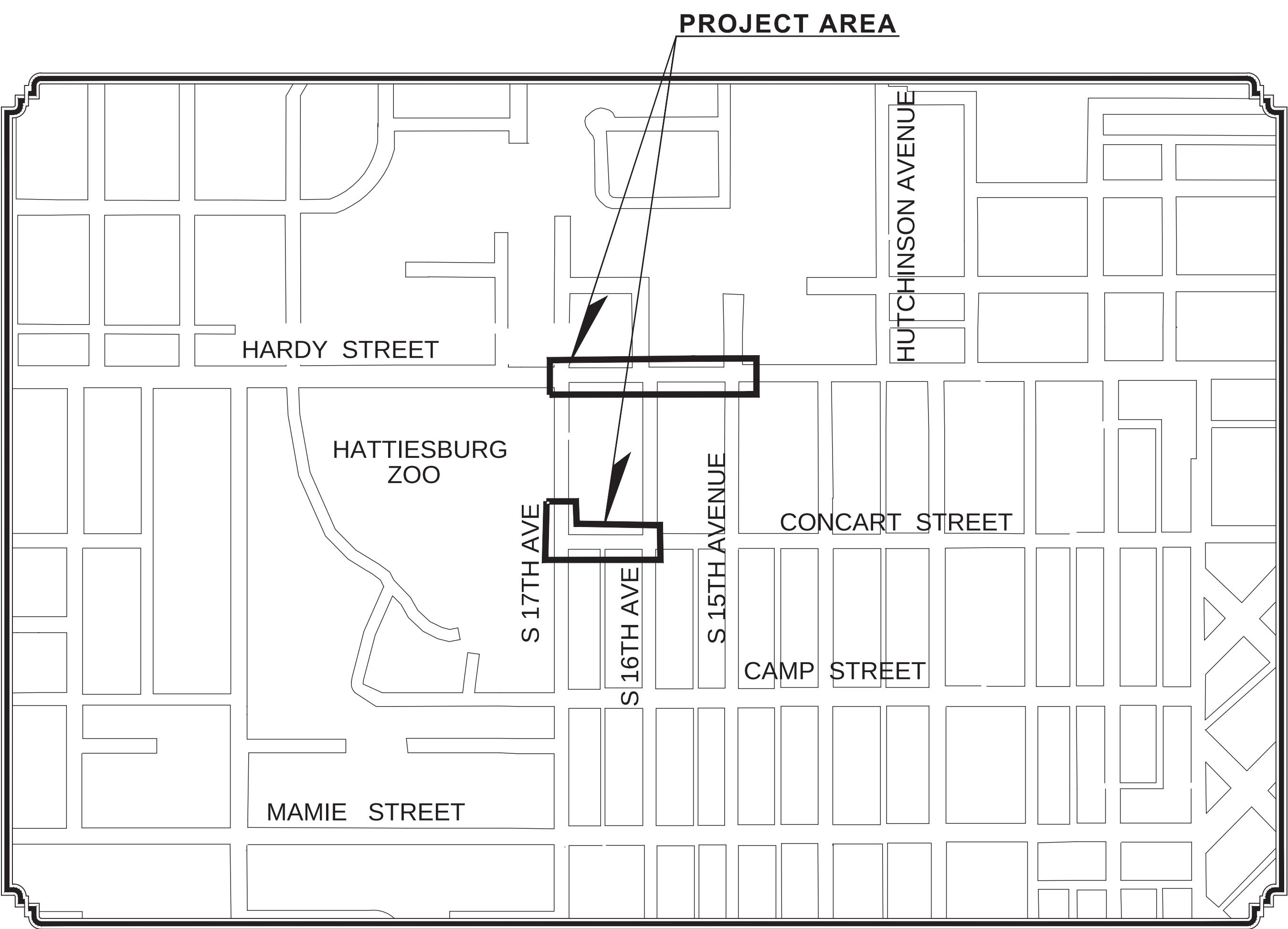
LAMAR RUTLAND, P.E.

COUNCIL MEMBERS

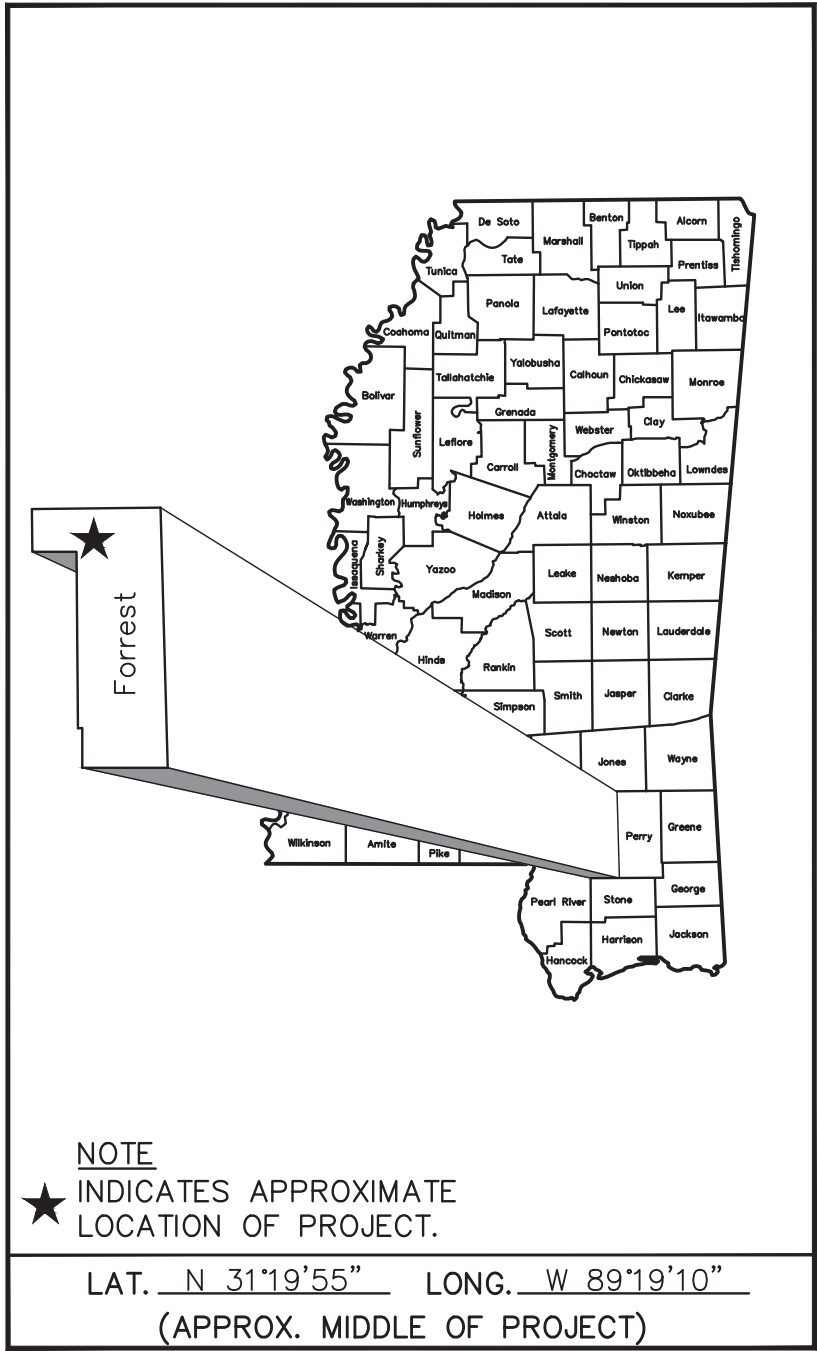
JEFFREY GEORGE	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
MARY DRYDEN	WARD 4
NICHOLAS BROWN	WARD 5

UTILITIES

CITY OF HATTIESBURG
MISSISSIPPI POWER
AT&T
SPIRE GAS
COMCAST
UNITI



VICINITY MAP
PROJECT LOCATION



PREPARED BY :

NEEL-SCHAFER
Solutions you can build upon

06/05/2020

GEOFFREY P. CROSBY, P.E.
MISSISSIPPI LICENSE NO. 19984

6/7/2020 2:08 PM c:\15360\hattiesburg\15360 task #71 hordy and 17 drainage\design\combined plans hordy and concert\15360_index.dwg

DESCRIPTION OF SHEET

WKG.
NO.

SHT.
NO.

TITLE SHEET (1)

1

DETAILED INDEX & GENERAL NOTES (2)

DETAILED INDEX
GENERAL NOTES

DI-1
DI-2

2
3

TYPICAL SECTIONS (2)

HARDY STREET SIDEWALK TYPICAL SECTIONS
CONCART STREET SIDEWALK TYPICAL SECTIONS

TS-1
TS-2

4
5

DEMOLITION SHEETS (4)

HARDY STREET EXISTING CONDISTIONS AND DEMOLITION PLAN - STATION 0+00 TO 5+00
HARDY STREET EXISTING CONDITIONS AND DEMOLITION PLAN - STATION 5+00 TO 8+50
CONCART STREET DEMOLITION STA. 0+00 TO 2+50 - S 17TH AVENUE DEMOLITION STA. 20+00 TO 22+50
CONCART STREET DEMOLITION - STATION 2+50 TO 5+24

DEMO-1
DEMO-2
DEMO-3
DEMO-4

6
7
8
9

SITE PLAN SHEETS (4)

HARDY STREET SITE PLAN STA 0+00 TO 5+00
HARDY STREET SITE PLAN STA 5+00 TO 8+50
CONCART PATHWAY SITE PLAN - STATION 0+00 TO 2+50
CONCART PATHWAY SITE PLAN - STATION 2+50 TO 5+24

PP-1
PP-2
PP-3
PP-4

10
11
12
13

DETAIL SHEETS (3)

SITE DETAILS
SITE DETAILS
SITE DETAILS

DET-1
DET-2
DET-3

14
15
16

TRAFFIC CONTROL SHEETS (2)

TRAFFIC CONTROL PLAN
TRAFFIC CONTROL DETAILS - ONE LANE CLOSURE (2 LANE ROAD)

TCP-1
TCP-2

17
18

STANDARD DRAWINGS (7)

STORM SEWER DETAILS - SS-2 CURB INLET
SILT FENCE DETAILS
WATTLE DETAILS
SANDBAG DETAILS
PIPE COLLAR DETAILS
TRAFFIC CONTROL SIGN AND BARRICADE DETAILS
BUS STOP FOUNDATION

SS-2
EC-1
EC-2
EC-3
PC-1
TCP-3
BSFO-1

19
20
21
22
23
24
25

LANDSCAPE SHEETS (2)

LANDSCAPING PLAN - HARDY STREET
LANDSCAPING DETAILS - HARDY STREET

LS-1
LS-2

26
27

LIGHTING DESIGN SHEETS BASE AND ADD ALT. 1 (5)

CONCART PATHWAY STA. 0+00 TO 2+50 AND S 17TH AVENUE STA. 20+00 TO 22+50 LIGHTING PLAN
CONCART PATHWAY STATION 2+50 TO 5+24 LIGHTING PLAN
LIGHTING DETAILS I
LIGHTING DETAILS II
ESTIMATED QUANTITIES - LIGHTING

LP-1
LP-2
LD-1
LD-2
EQL-1

28
29
30
31
32

TOTAL NUMBER OF SHEETS (32)

NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

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				DRWN: MLJ	DATE: 08/2019
				CHKD:	DATE:
				QA/QC:	DATE:

HARDY STREET AND CONCART STREET DRAINAGE
AND SIDEWALK IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



DETAILED INDEX

WORKING NUMBER:
DI-1

DRAWING NUMBER:
2

6/7/2020 2:11 PM c:\15360\hattiesburg\15360 task #71 hdsy and 17 drainage\design\combined plans hdsy and concert\15360_index.dwg

GENERAL NOTES

1. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL NOTIFY THE USM PROJECT COORDINATOR AT LEAST TWO WEEKS IN ADVANCE OF WORK WITHIN EACH AREA SO THAT USM UTILITIES CAN BE FIELD LOCATED. USM UTILITIES SHALL BE FIELD LOCATED BASED ON THEIR KNOWLEDGE. ALL DAMAGES TO EXISTING UTILITIES (INCLUDING IRRIGATION) WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. IRRIGATION CONFLICT AREAS WILL BE IDENTIFIED BY USM UPON REQUEST (AS MENTIONED ABOVE).

2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, SIDEWALK, IRRIGATION, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.

3. THE CONTRACTOR SHALL AVOID DAMAGING TREES AND SHRUBBERY UNLESS NOTED IN THE PLANS TO BE REMOVED. ALL DAMAGED PLANT MATERIAL NOT NOTED TO BE REMOVED SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

4. IMPROVEMENTS SHOWN ON THESE PLANS ARE IN APPROXIMATE LOCATIONS. ALL IMPROVEMENTS SHALL BE FIELD LOCATED BY THE CONTRACTOR WITH FIELD STAKED LOCATIONS APPROVED BY THE ENGINEER TO VERIFY PROPER PLACEMENT, ETC. THE CONTRACTOR SHALL FIELD STAKE PROPOSED IMPROVEMENT LOCATIONS A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO REVIEW BY THE ENGINEER.

5. ALL SIGNS AND TRAFFIC CONTROL DEVICES USED ON THIS PROJECT SHALL COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

6. WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING, OR GROUND SUPPORT SYSTEMS THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT PERSONS WORKING NEAR THE EXCAVATION.

7. UNDERGROUND, DRILLED OR JACKED CONDUIT SHALL BE INSTALLED AT A MINIMUM DEPTH OF THREE FEET UNLESS OTHERWISE DIRECTED BY THE ENGINEER. TRENCHED CONDUIT SHALL BE INSTALLED AT A MINIMUM DEPTH OF THREE FEET UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

8. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER.

9. THE CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY COMPANIES FOR LOCATION OF EXISTING POWER, TELEPHONE, AND CABLE TV UTILITIES. DEPTH OF UNDERGROUND UTILITIES IS NOT KNOWN. THE CONTRACTOR IS REQUIRED TO DO TEST EXCAVATIONS IN AREAS WITH POTENTIAL CONFLICTS TO DETERMINE DEPTH OF UNDERGROUND UTILITIES.

10. ALL TREE ROOTS LARGER THAN ONE-INCH IN DIAMETER ARE TO BE CUT CLEANLY. EXPOSED ROOTS SHALL BE COVERED AT THE END OF THE WORK DAY USING TECHNIQUES SUCH AS COVERING WITH SOIL, MULCH OR WET BURLAP. NO EQUIPMENT, VEHICLES OR MATERIALS SHALL BE OPERATED OR STORED WITHIN THE DRIP LINE OF EXISTING TREES. NO CLEAN-OUT AREAS WILL BE ALLOWED WITHIN THE DRIPLINE SO THAT THE MATERIAL WILL NOT BE IN OR MIGRATE TO THE ROOT ZONE. NO GRADE CHANGE MORE THAN 3" IS ALLOWED WITHIN THE ROOT PROTECTION ZONE. ANY PRUNING OF EXISTING VEGETATION SHALL RECEIVE APPROVAL FROM THE PROJECT ENGINEER AND USM PRIOR TO ANY PRUNING ACTIVITIES. ROOTS OR BRANCHES IN CONFLICT WITH CONSTRUCTION SHALL BE CUT CLEANLY ACCORDING TO PROPER PRUNING METHODS. NO WIRES, NAILS OR OTHER MATERIALS MAY BE ATTACHED TO PROTECTED TREES. TREES WHICH ARE DAMAGED OR LOST DUE TO THE CONTRACTORS NEGLIGENCE DURING CONSTRUCTION SHALL BE MITIGATED AT THE CONTRACTOR'S EXPENSE.

11. ANY AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED BY THE CONTRACTOR (TO INCLUDE GRASSING AND SITE GRADING) AS DIRECTED BY THE ENGINEER. THIS INCLUDES AREAS DAMAGED OR DISTURBED BY THE CONTRACTOR'S VEHICLES OR EQUIPMENT OUTSIDE OF THE PROJECT AREA. CONTRACTOR SHALL PROVIDE TEMPORARY EROSION CONTROL FOR DISTURBED AREAS UNTIL THEY HAVE BEEN GRASSED AND GROWTH ESTABLISHED (COST ABSORBED).

12. EXISTING LIGHTING (TO REMAIN AND TO BE REMOVED) SHALL REMAIN IN PLACE AND OPERABLE UNTIL PROPOSED LIGHTING IS IN PLACE AND OPERABLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REPAIRS TO THE EXISTING LIGHTS, CIRCUITS AND ASSOCIATED COMPONENTS TO ENSURE NIGHT LIGHTING IS AVAILABLE EACH NIGHT DURING CONSTRUCTION (COST ABSORBED).

13. APPROXIMATE LOCATIONS OF LIGHTING ASSEMBLIES, IRRIGATION CONTROLLERS, SPRINKLER HEADS, VALVES, HOSEBIBS, RECEPTACLES, ELECTRICAL & CONTROL PANELS, BRICK, LANDSCAPING, ETC. ARE SHOWN ON THE DRAWINGS. EXACT INSTALLATION LOCATION OF IMPROVEMENTS SHALL BE STAKED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE PRIOR TO THE CONSTRUCTION OF THE IMPROVEMENTS.

14. ALL RAISED ROADSIDE APPURTENANCES TO BE PLACED A MINIMUM OF 2' BEHIND FACE OF CURB UNLESS OTHERWISE SPECIFIED ON PLANS.

15. CONTRACTOR IS RESPONSIBLE FOR HAVING UTILITIES LOCATED PRIOR TO ANY DIGGING OR EXCAVATION ACTIVITIES. CONTRACTORS SHALL MAKE EVERY EFFORT TO PROTECT EACH PRIVATE UTILITY ENCOUNTERED AND COORDINATE ADJUSTMENTS AND/OR UTILITY RELOCATIONS WITH UTILITY OWNERS. ANY DAMAGES TO UTILITIES SHALL BE REPLACED/REPAIRED AT THE CONTRACTORS EXPENSE.

16. ALL IMPROVEMENTS DESIGNATED WITHIN THE PROJECT SITE INCLUDING, BUT NOT LIMITED TO: DRAINAGE PIPE, CONCRETE, UNDERGROUND/ABOVE GROUND UTILITIES, PAVEMENT, & DEBRIS SHALL BE REMOVED FROM THE PROJECT SITE AND PROPERLY DISPOSED, UNLESS DIRECTED OTHERWISE BY THE OWNER OR INDICATED TO BE SALVAGED.

17. ALL PIPE SHALL BE GRADED TO LINES AND ELEVATIONS AS SHOWN. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO STAKEOUT THE CONSTRUCTION AND ESTABLISH LINES FOR WORK AND VERIFY ALL DIMENSIONS.

18. ALL CONNECTIONS TO EXISTING UTILITIES AND ALL UTILITY INSTALLATIONS SHALL BE IN COMPLIANCE WITH REQUIREMENTS OF APPROPRIATE JURISDICTIONAL AGENCIES.

19. IF IT IS NECESSARY TO HOLD ANY UTILITY POLES, THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY. ANY FEE OR CHARGE FOR THIS SERVICE SHALL BE COST ABSORBED BY THE CONTRACTOR.

20. THE CONTRACTOR SHALL VERIFY MATERIAL OF ALL EXISTING UTILITIES DESIGNATED FOR REMOVAL, REPLACEMENT, OR CONNECTION TO.

21. FILL, BACKFILL, AND EXISTING GRANULAR MATERIAL UNDER OR DIRECTLY ADJACENT TO IMPROVEMENTS (OTHER THAN LANDSCAPING AND GRASSING) SHALL BE COMPACTED TO 95% PROCTER PER ASTM D1557.

22. SIDEWALK, CROSS WALKS, CURB RAMPS, AND ALL OTHER ELEMENTS OF CONSTRUCTION SHALL BE ADA COMPLIANT IN ALL INSTANCES. IF SLOPES OF SIDEWALKS OR SHARED USE PATHS EXCEED 2%, THEY SHALL BE REPLACED BY THE CONTRACTOR AT THEIR OWN EXPENSE.

23. EXCEPT AS NOTED BELOW, CONTRACTOR SHALL REMOVE FROM THE SITE AND SATISFACTORILY DISPOSE OF ALL TREES, SHRUBS, STUMPS, ROOTS, BRUSH, MASONRY, RUBBISH, SCRAP, DEBRIS, AND OTHER MISCELLANEOUS STRUCTURES NOT COVERED UNDER OTHER SECTIONS AS SHOWN, SPECIFIED OR OTHERWISE REQUIRED TO PERMIT CONSTRUCTION OF THE NEW WORK.

24. TREES, STUMPS AND OTHER CLEARED AND GRUBBED MATERIAL MAY NOT BE DISPOSED OF ON SITE.

25. BURNING WILL NOT BE ALLOWED ON SITE.

26. ALL BURNING OFF THE SITE SHALL BE IN COMPLETE ACCORDANCE WITH RULES AND REGULATIONS OF LOCAL AUTHORITIES HAVING JURISDICTION.

27. CONTRACTOR SHALL CONTROL AIR POLLUTION CAUSED BY DUST AND DIRT, AND COMPLY WITH GOVERNING REGULATIONS.

28. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ANY AND ALL MARKINGS AS NEEDED TO PROTECT EXISTING UTILITIES. ANY DAMAGE OR INTERRUPTION OF SERVICE CAUSED BY THE CONTRACTOR'S NEGLIGENCE SHALL BE REPORTED IMMEDIATELY TO THE APPROPRIATE UTILITY COMPANY AND SHALL BE REPAIRED AND SERVICE RESTORED IN FULL COOPERATION WITH THE UTILITY COMPANY AT THE CONTRACTOR'S EXPENSE.

29. ALL TREES ARE TO REMAIN UNLESS OTHERWISE NOTED.

30. CONTRACTOR MAY CONSTRUCT SECTIONS OF THE SIDEWALK SIMULTANEOUSLY BUT WILL NEED TO COORDINATE DEMOLITION ACTIVITIES WITH CONSTRUCTION.

31. FENCING FOR TREE PROTECTION SHALL BE PAID FOR UNDER MAINTENANCE OF TRAFFIC. THE FOLLOWING ACTIVITIES ARE PROHIBITED WITHIN THE TREE PROTECTION ZONE (AREA BETWEEN THE TRUNK AND TEMPORARY ORANGE CONSTRUCTION FENCE) INCLUDE:

a. PARKING VEHICLES OR EQUIPMENT, STORAGE OF BUILDING MATERIALS, REFUSE, OR EXCAVATED SOILS, OR DUMPING POISONOUS MATERIAL ON OR AROUND TREES AND ROOTS. POISONOUS MATERIALS INCLUDE, BUT ARE NOT LIMITED TO PAINT, PETROLEUM PRODUCTS, CONCRETE, STUCCO MIX, DIRTY WATER OR ANY MATERIAL THAT MAY BE HARMFUL TO TREE HEALTH

b. THE USE OF TREE TRUNKS AS A BACKSTOP, WINCH SUPPORT, ANCHORAGE, AS A TEMPORARY POWER POLE, SIGNPOST OR OTHER SIMILAR FUNCTION

c. CUTTING OF TREE ROOTS BY UTILITY TRENCHING, FOUNDATION DIGGING, PLACEMENT OF CURBS AND TRENCHES, OR OTHER MISCELLANEOUS EXCAVATIONS WITHOUT PRIOR APPROVAL OF THE ENGINEER.

d. SOIL DISTURBANCE OR GRADE CHANGE

e. DRAINAGE CHANGES

32. CONTRACTOR SHALL NOTIFY ENGINEER 48 HOURS PRIOR TO EXCAVATION OCCURRING UNDER ANY MATURE TREE CANOPY. CONTRACTOR MAY BE REQUIRED TO HAND EXCAVATE OR AIR EXCAVATE THESE AREAS AS DIRECTED BY THE ENGINEER.

33. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION, PROTECTION, AND RELOCATION OF BENCHMARKS DURING CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE MADE FOR THE RELOCATION OF BENCHMARKS.

34. THE CONTRACTOR SHALL DISPOSE OF DEMOLITION ITEMS IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS, EXCEPT THOSE ITEMS SPECIFICALLY NOTED IN THE PLANS TO BE SALVAGED TO THE OWNER.

35. ALL DRAINAGE STRUCTURES SHALL BE CAST IN PLACE.

NOTICE TO DRAWING HOLDER				REVISIONS		DRAWING INFORMATION	
NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.				NO.	DATE	BY	DESCRIPTION
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				DRWN: MLJ		DATE: 08/2019	
				CHKD:		DATE:	
				QA/QC:		DATE:	

HARDY STREET AND CONCERT STREET DRAINAGE AND SIDEWALK IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

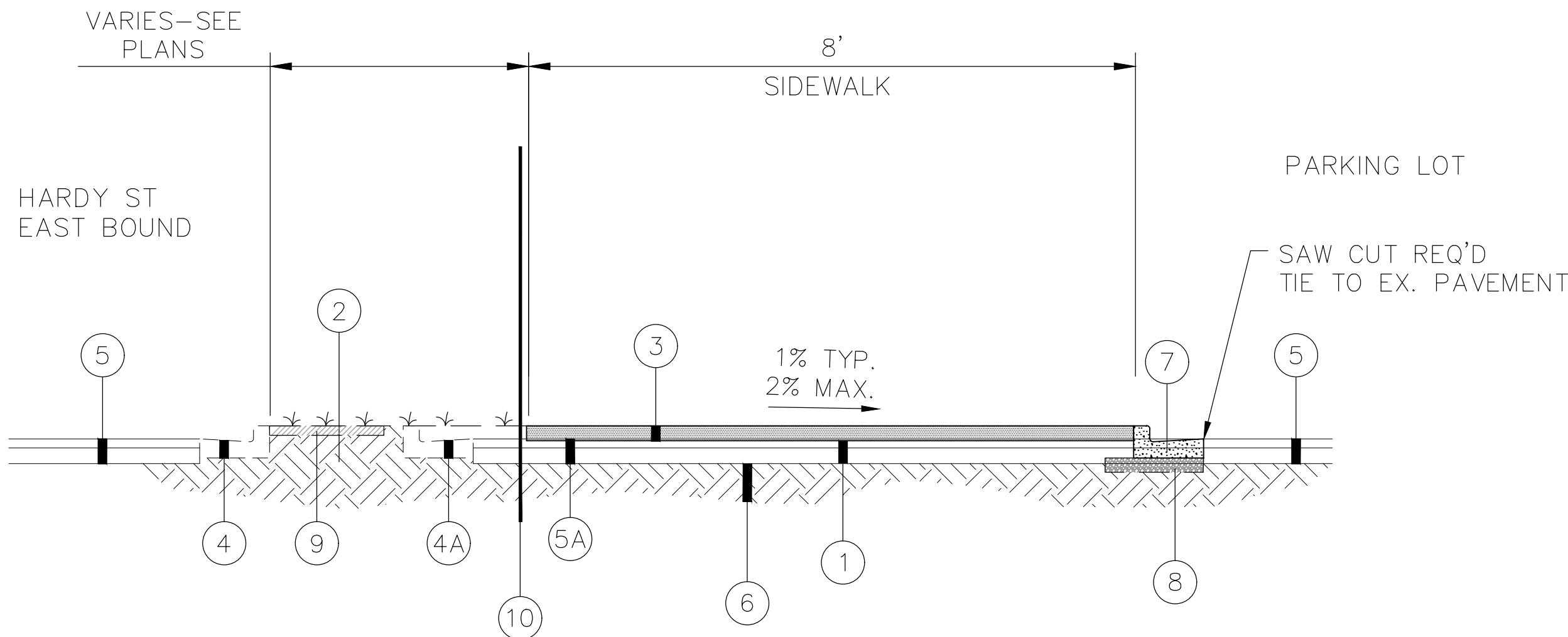


GENERAL NOTES

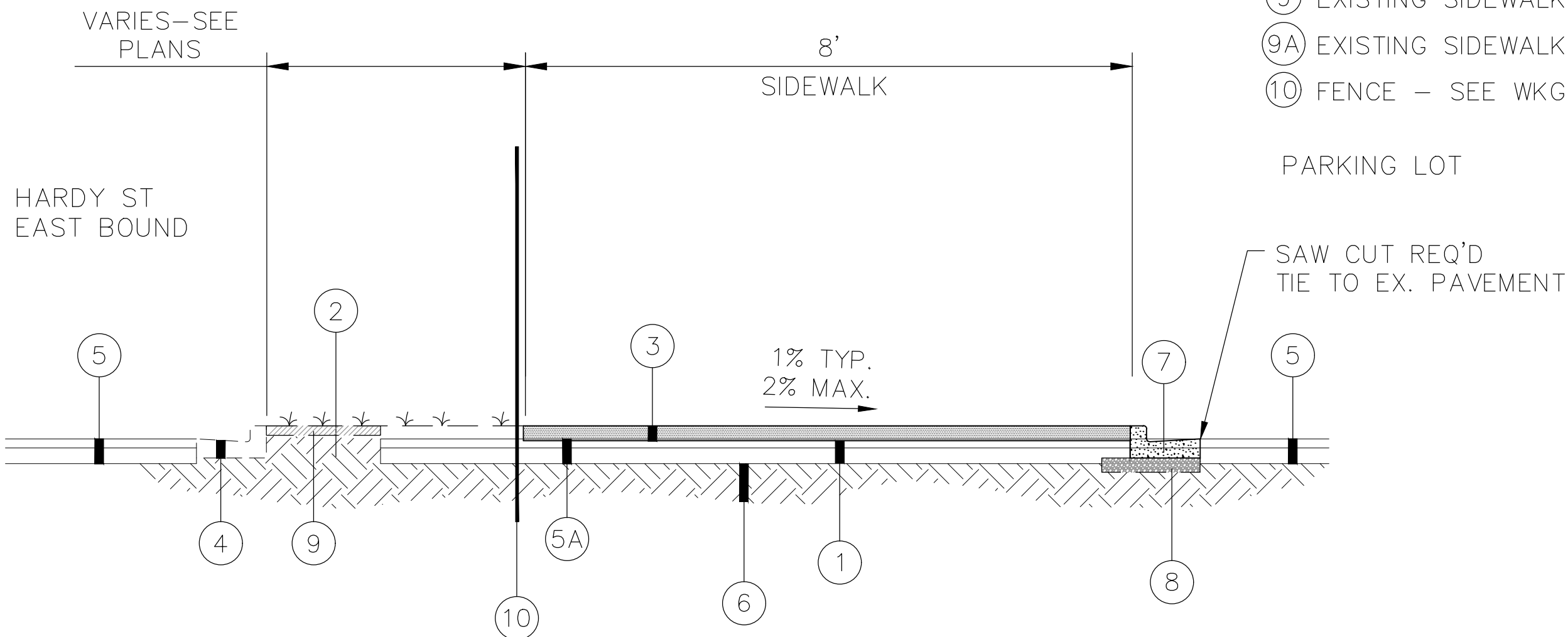
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LEGEND

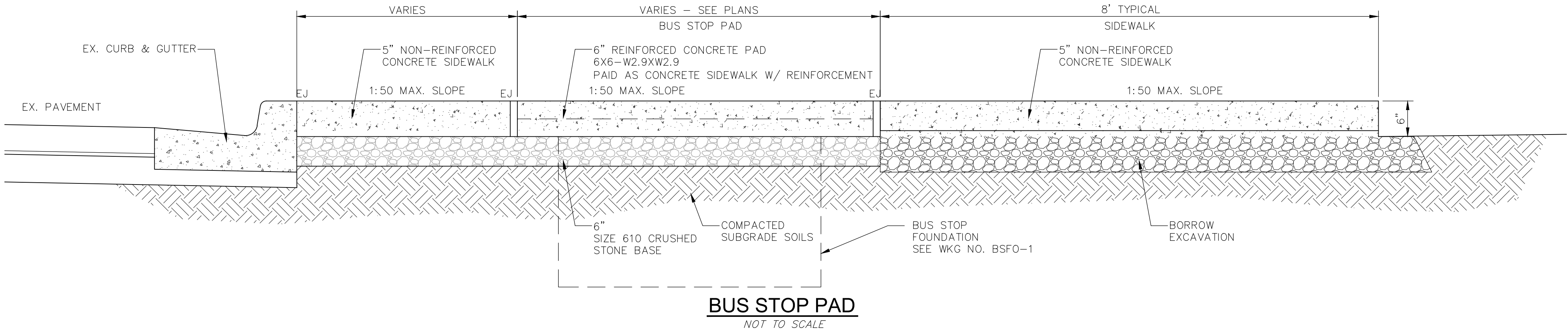
- ① CLASS B-9 BORROW MATERIAL, VARIABLE DEPTH
- ② 4" TOPSOIL BLANKET & SOLID SOD
- ③ 5" CONCRETE PAVING - SEE DET-1
- ④ EXISTING CURB & GUTTER
- ④A EXISTING CURB & GUTTER TO BE REMOVED
- ⑤ EXISTING PAVEMENT
- ⑤A EXISTING PAVEMENT TO BE REMOVED
- ⑥ COMPACTED SUBGRADE
- ⑦ PROPOSED CURB & GUTTER-SEE DET-1
- ⑧ CRUSHED STONE BASE, SIZE 610, 6"
- ⑨ EXISTING SIDEWALK TO BE REMOVED
- ⑨A EXISTING SIDEWALK TO BE REPLACED
- ⑩ FENCE - SEE WKG NO. DET-2



TYPICAL SECTION
STA. 1+47 TO STA. 3+52
NOT TO SCALE



TYPICAL SECTION
STA. 0+20 TO STA. 1+47
NOT TO SCALE



BUS STOP PAD
NOT TO SCALE

NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
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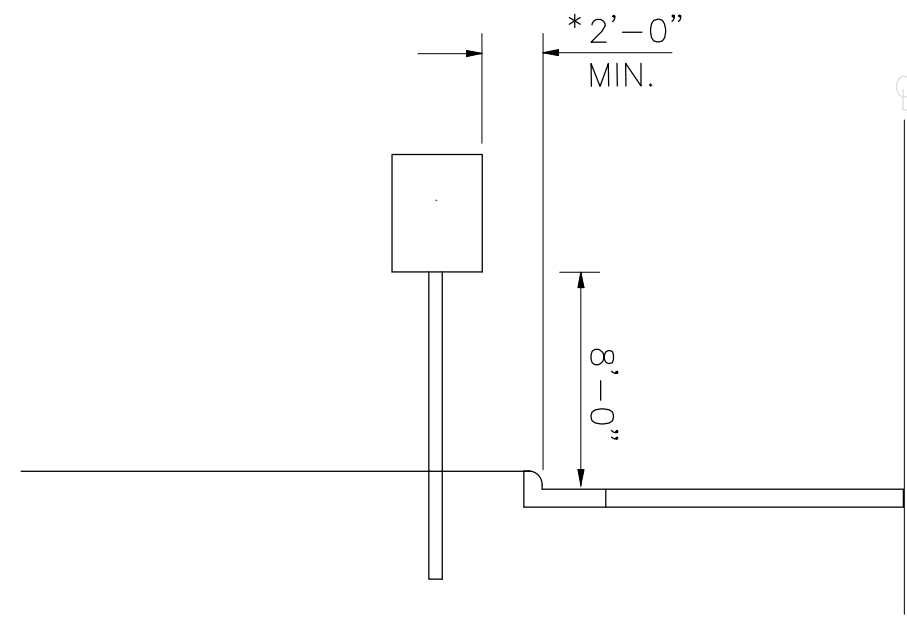
HARDY STREET AND CONCAR STREET
DRAINAGE AND SIDEWALK IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



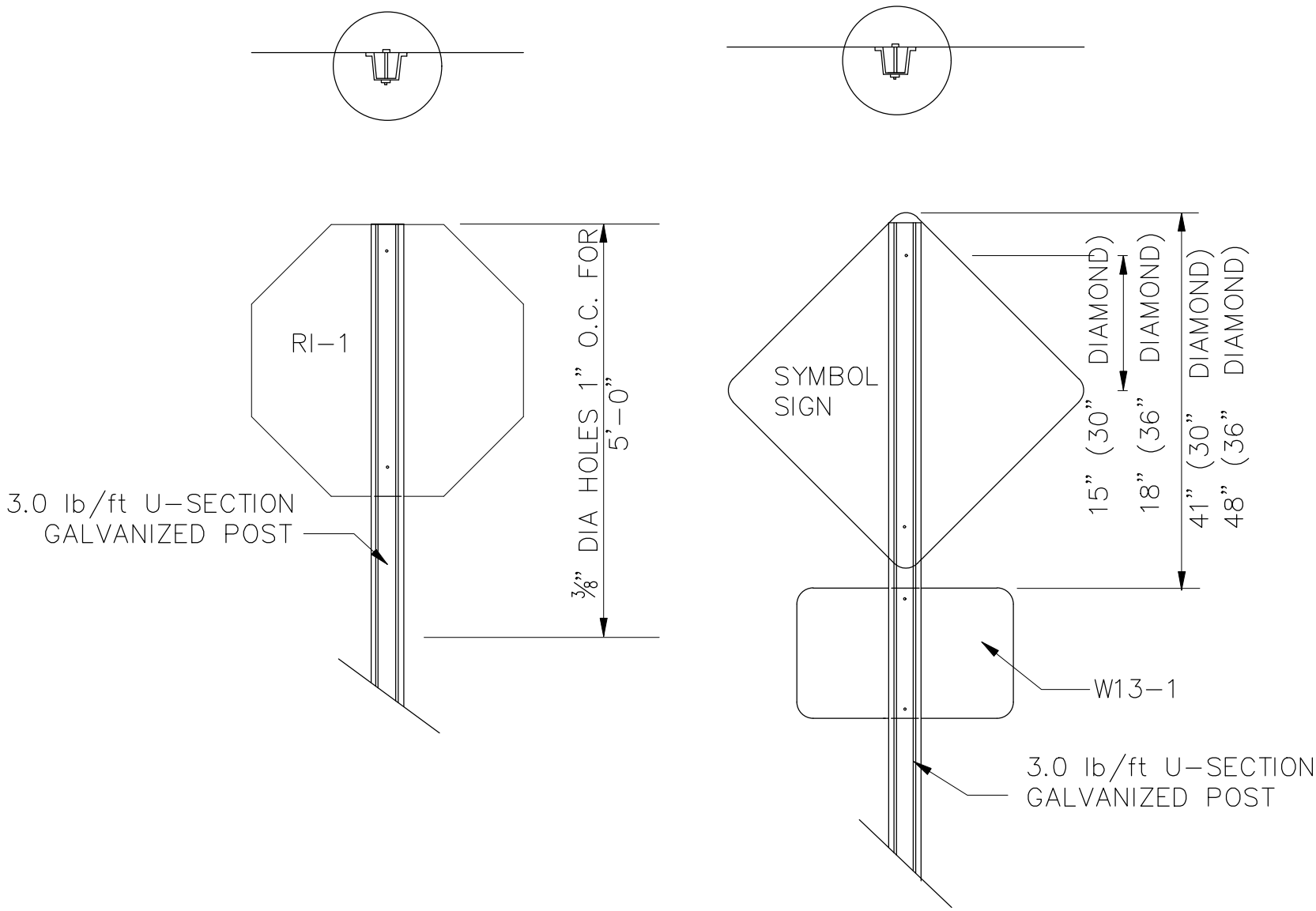
TYPICAL SECTIONS
HARDY STREET SIDEWALK

WORKING NUMBER:	DRAWING NUMBER:
TS-1	

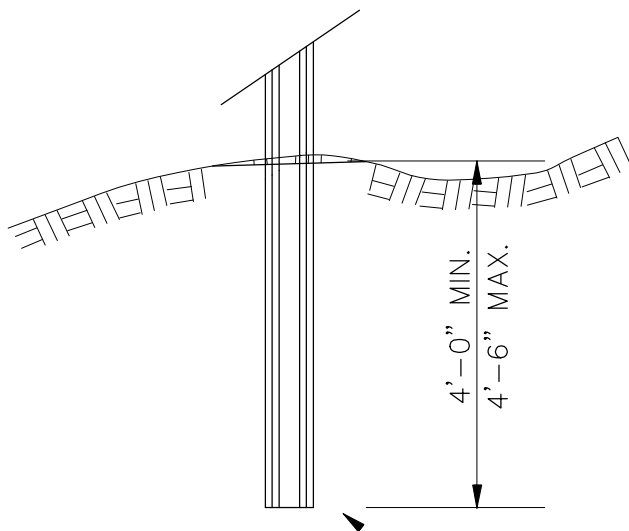


TYPICAL INSTALLATION ALONG
ROADWAY WITH NO SIDEWALK
NOT TO SCALE

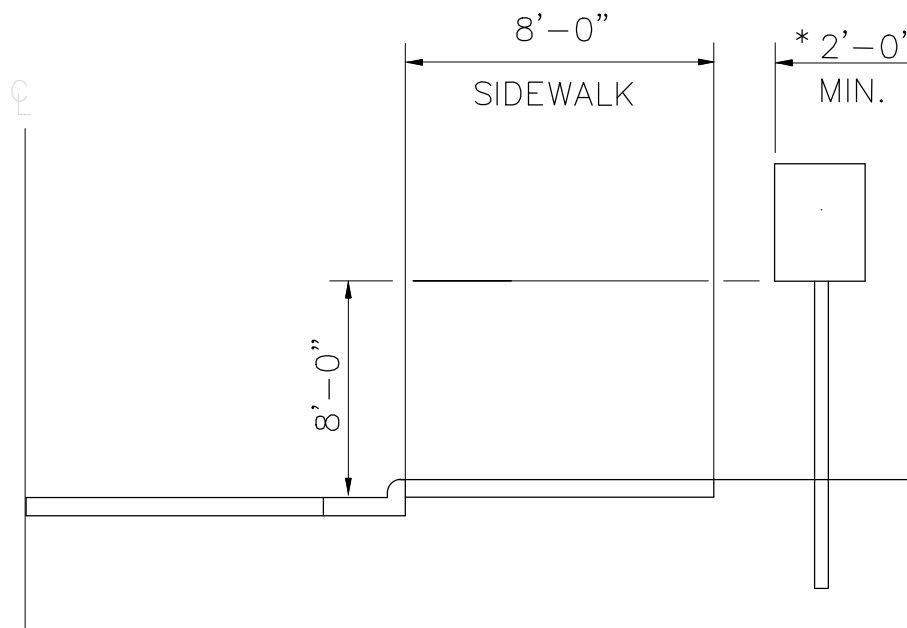
NOTE: *THE 2'-0" MINIMUM OFFSET APPLIES ONLY TO STANDARD
SIGNS MOUNTED ON U-SECTION POSTS. ALL STANDARD SIGNS
MOUNTED ON PIPE WILL BE OFFSET A MINIMUM OF 4'-0".



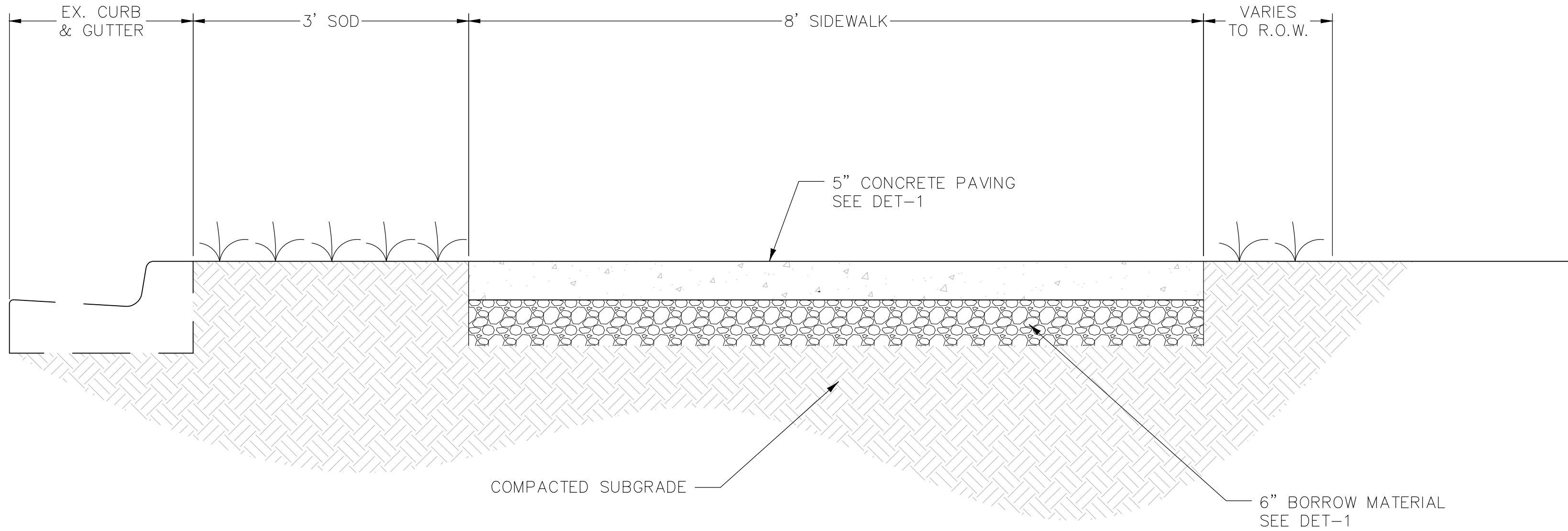
TYPICAL ASSEMBLY OF
"FLAT TOPPED" REGULATORY
OR WARNING SIGN MOUNTED ON
A SINGLE U-SECTION POST



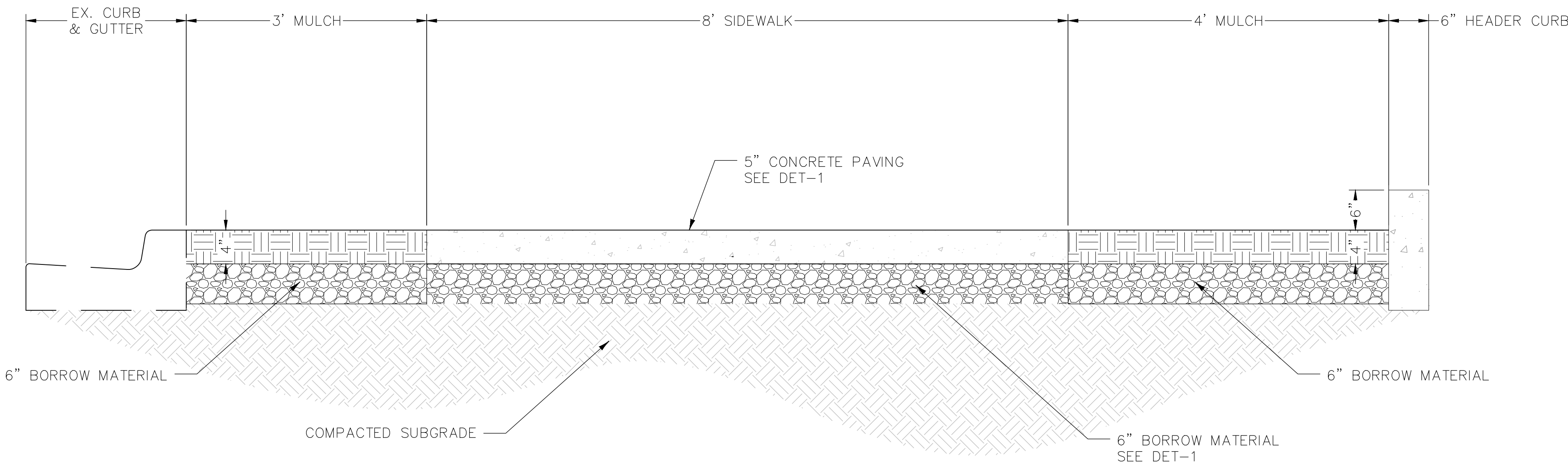
FOOTING DETAIL FOR
U-SECTION POSTS
NOT TO SCALE



TYPICAL INSTALLATION ALONG
ROADWAY WITH SIDEWALK
NOT TO SCALE



SIDEWALK TYPICAL SECTION
NOT TO SCALE



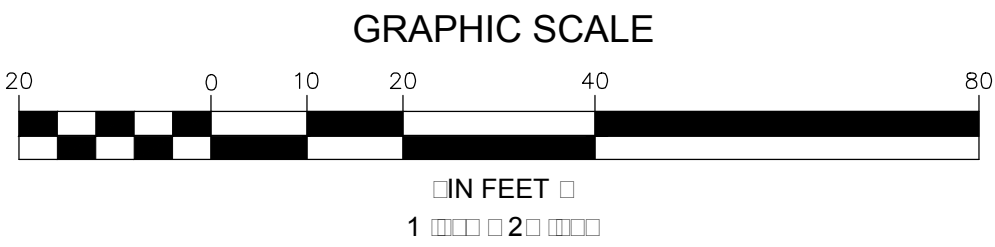
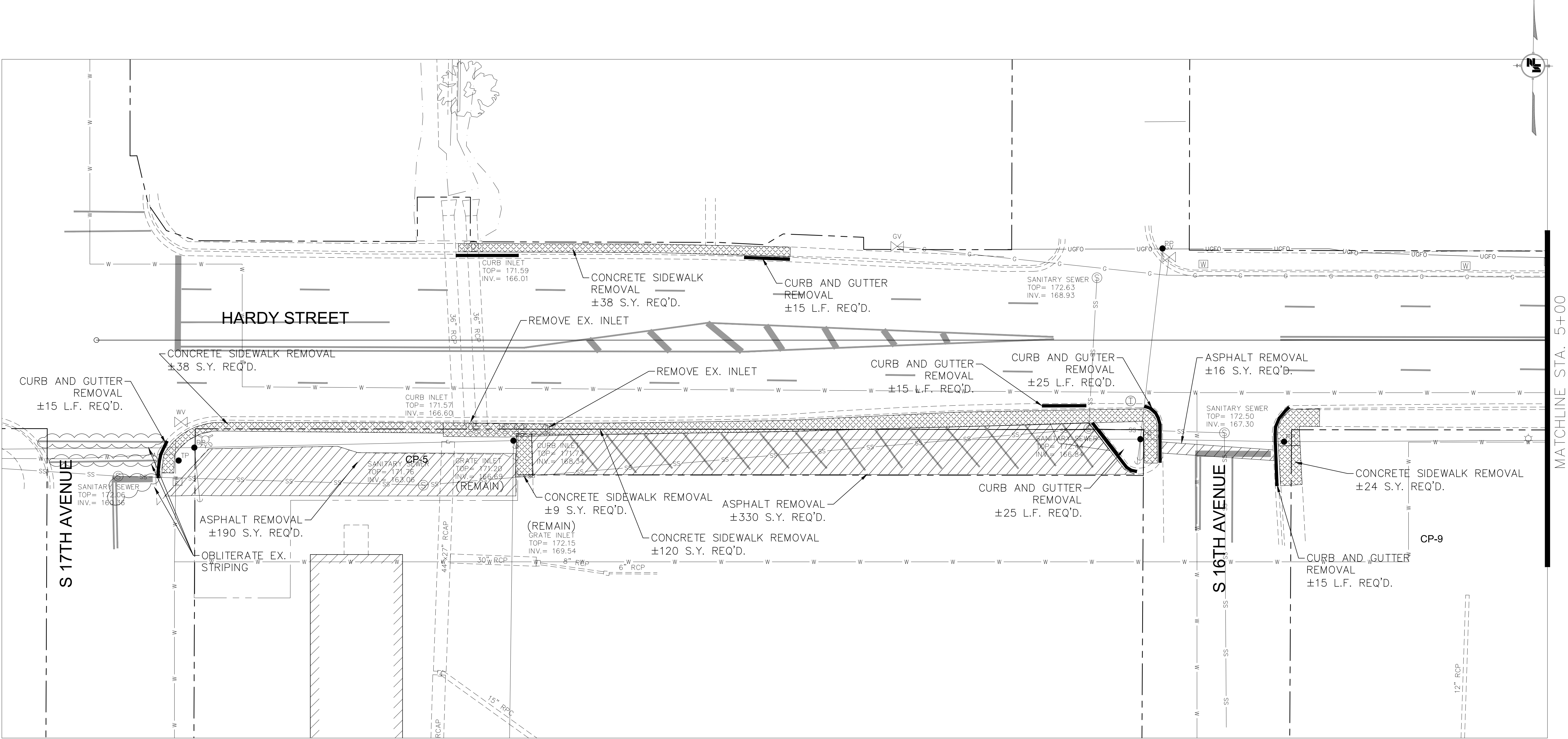
TYPICAL SECTION - CONCARST STREET STA 2+20 TO 3+00
NOT TO SCALE

5/28/2020 2:47 PM c:\15500\hattiesburg\15500 task #71 hardy and 17 drainage design\combined plans hardy and concart\15276.tbl\ts-2.dwg

NOTICE TO DRAWING HOLDER NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION		HARDY STREET AND CONCARST STREET DRAINAGE AND SIDEWALK IMPROVEMENTS CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY	 NEEL-SCHAFER Solutions you can build upon	CONCARST STREET SIDEWALK IMPROVEMENTS TYPICAL SECTIONS	
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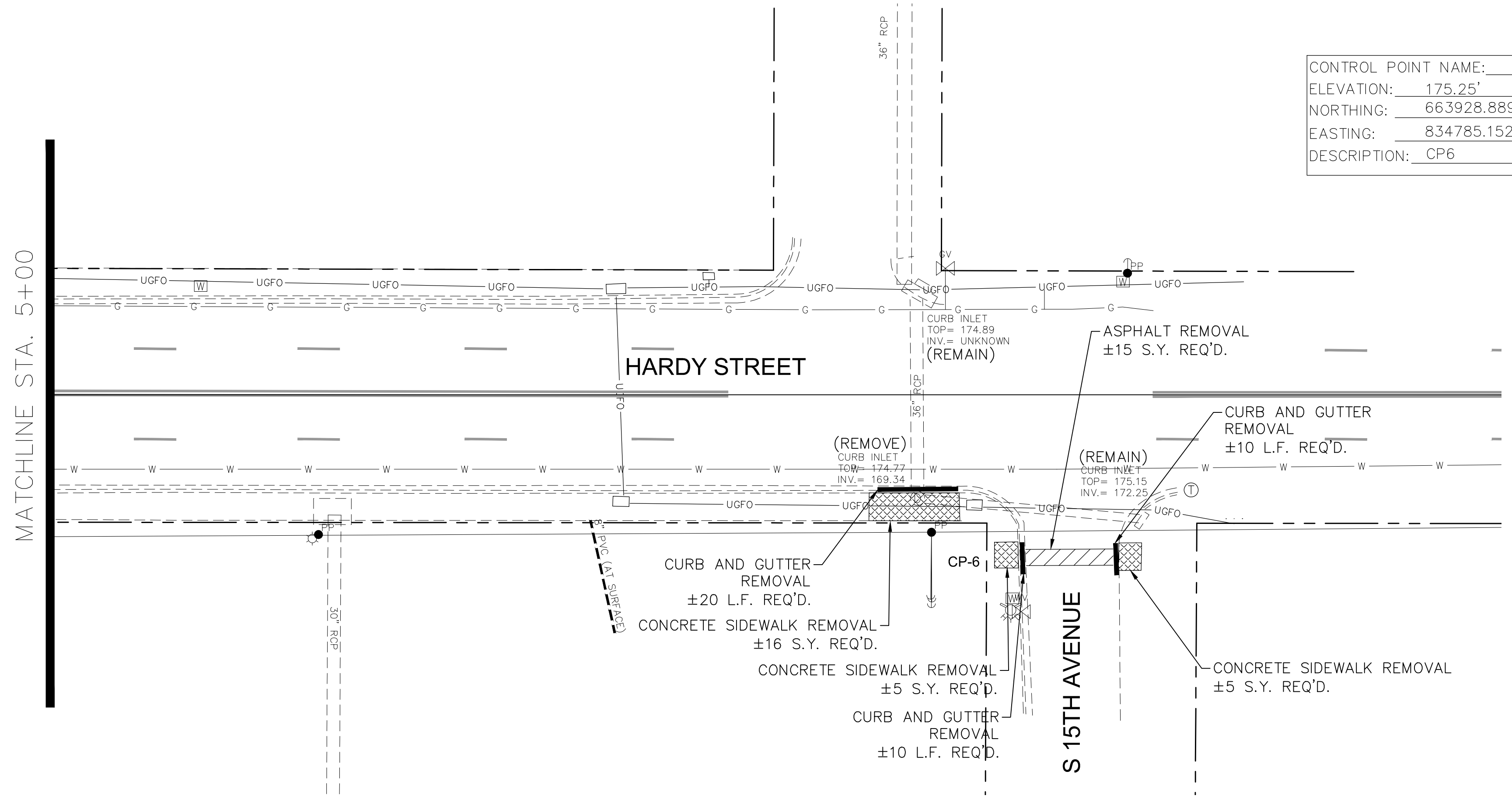
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ELEVATION:	171.53'
NORTHING:	663928.2530
EASTING:	834173.4550
DESCRIPTION:	CP5

CONTROL POINT NAME:	CP-9
ELEVATION:	174.25'
NORTHING:	663901.3630
EASTING:	834516.6950
DESCRIPTION:	CP9

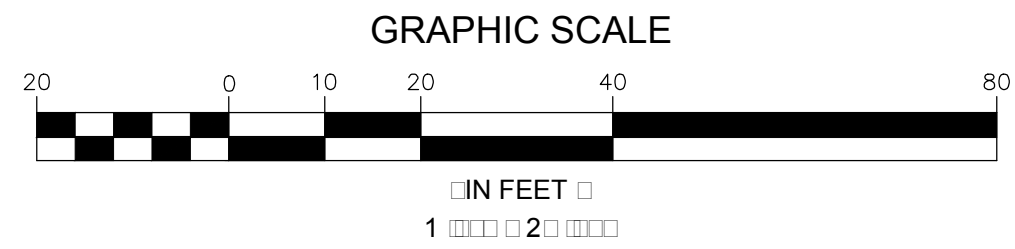
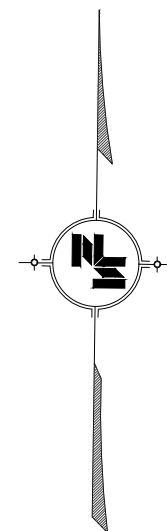


5/28/2020 3:45 PM c:\p500\hattiesburg\15360 task #17 Hardy and 17' drainage\neel\combined plots\hardy and concert\15276_demo.dwg

NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS		DRAWING INFORMATION		HARDY STREET AND CONCERT STREET DRAINAGE AND SIDEWALK IMPROVEMENTS		HARDY STREET EXISTING CONDITIONS AND DEMOLITION PLAN STA 0+00 TO 5+00	
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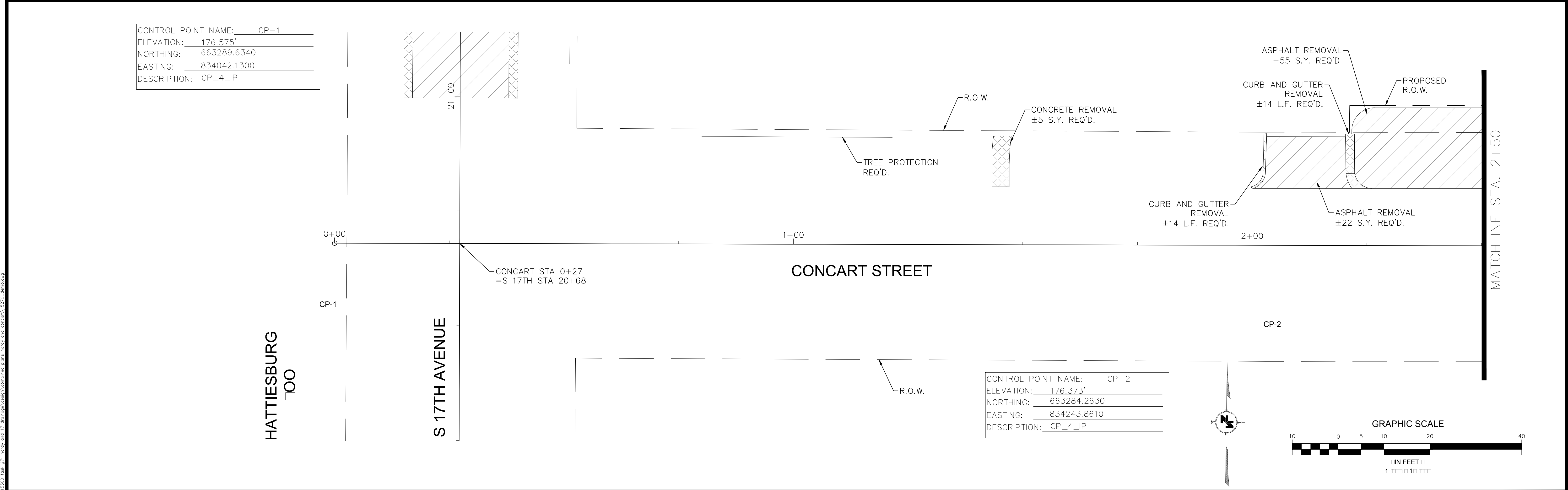
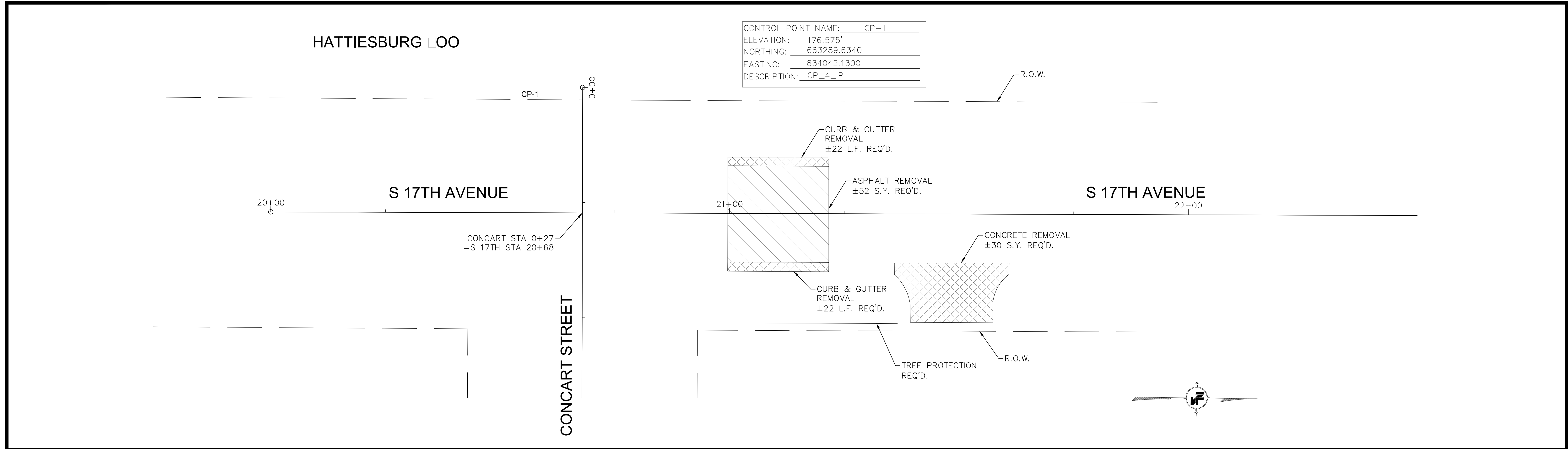


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ELEVATION:	175.25'
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EASTING:	834785.1520
DESCRIPTION:	CP6

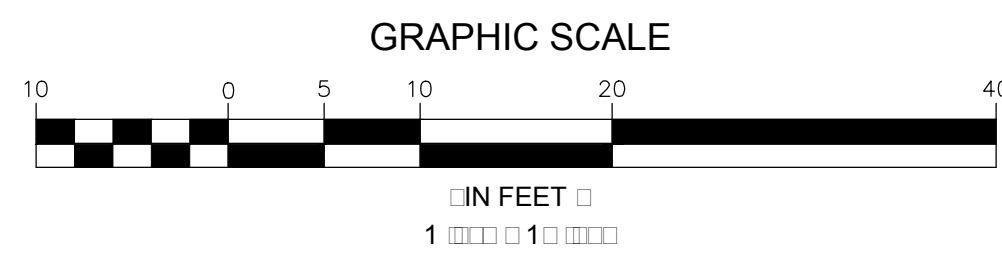
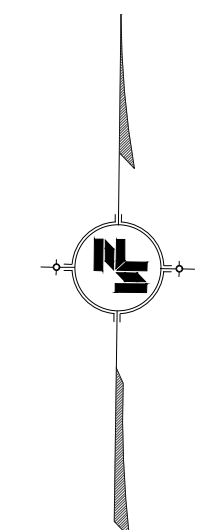
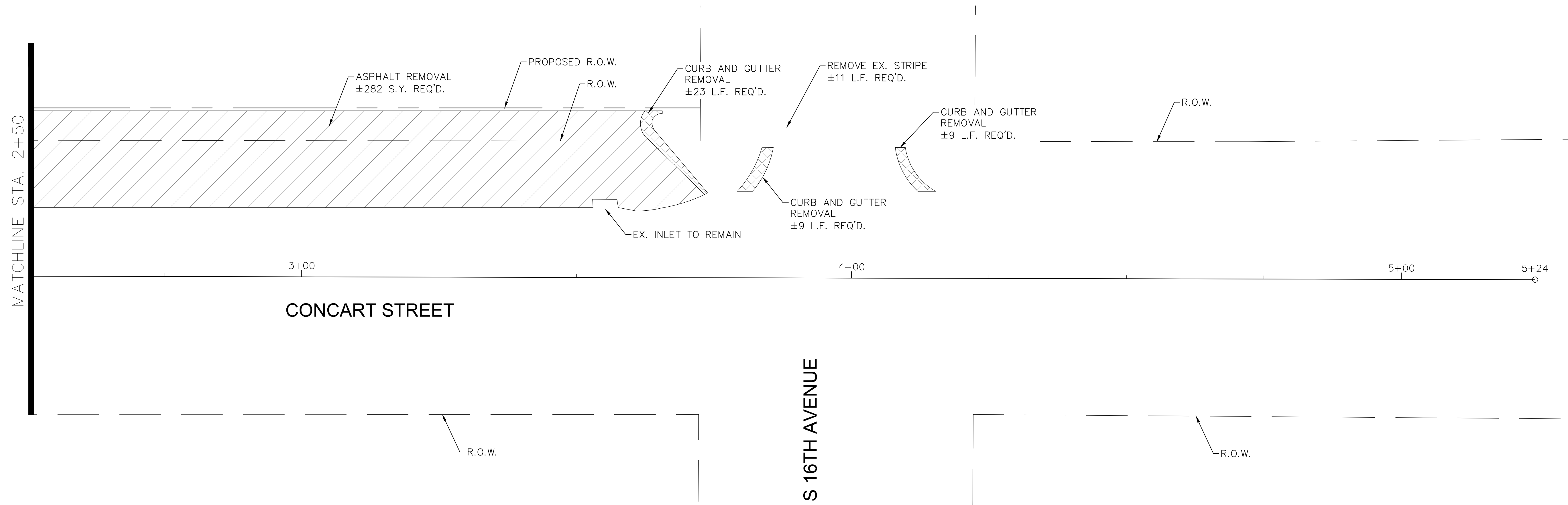


NOTICE TO DRAWING HOLDER NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		HARDY STREET AND CONCERT STREET DRAINAGE AND SIDEWALK IMPROVEMENTS CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		HARDY STREET EXISTING CONDITIONS AND DEMOLITION PLAN STA 0+00 TO 0+00	
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5/28/2024 4:02 PM c:\p000\hattiesburg\15360 task #71 hardy and 17 drainage\hardscape\combined plots\hardy and concert\15374_demo.dwg



<u>NOTICE TO DRAWING HOLDER</u>		REVISIONS				DRAWING INFORMATION		HARDY STREET AND CONCAR STREET DRAINAGE AND SIDEWALK IMPROVEMENTS CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		NEEL-SCHAFER <i>Solutions you can build upon</i>		CONCAR AVENUE DEMOLITON STA 0000 TO 2000 S 10TH AVENUE DEMOLITION STA 20000 TO 22000			
NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.		NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 15360									
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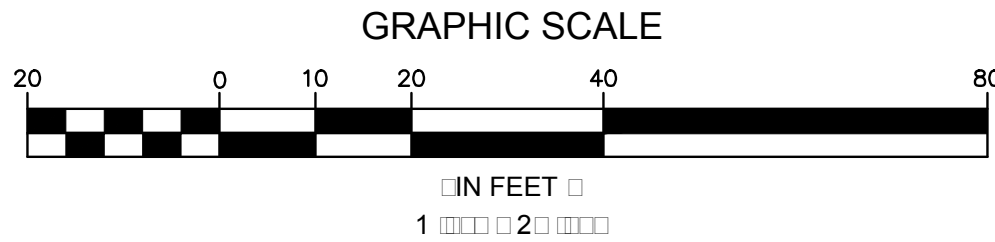
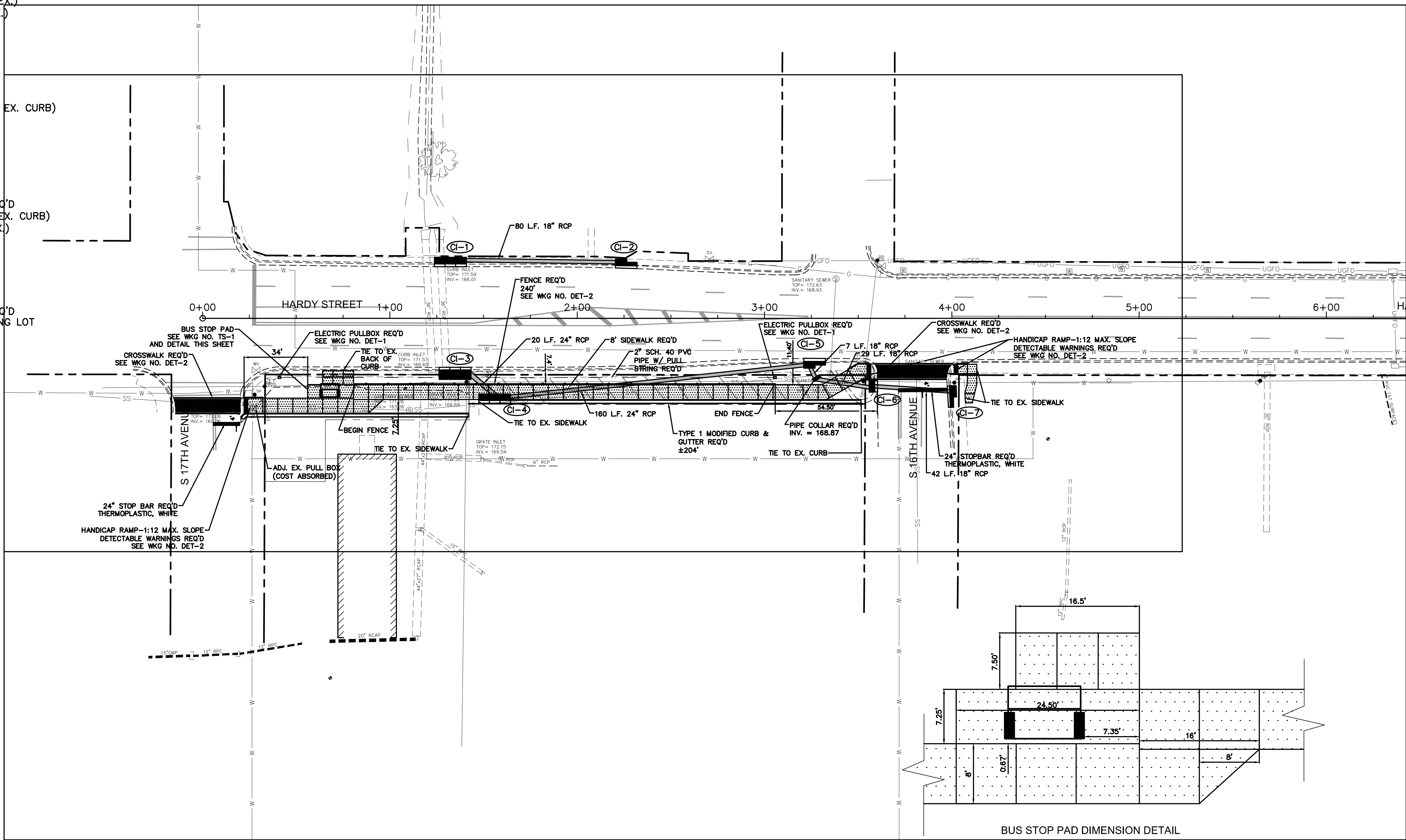
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NOTICE TO DRAWING HOLDER NEEL-SCHAFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		HARDY STREET AND CONCAR STREET DRAINAGE AND SIDEWALK IMPROVEMENTS CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		CONCAR AVENUE DEMOLITION STA 2+00 TO 2+20	
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					FILENAME: 15276_Demo.dwg				
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					DRWN: MLJ DATE: 08/2019				
					CHKD: DATE:				
				QA/QC: DATE:					
							WORKING NUMBER: DEMO-01	DRAWING NUMBER: 	

NOTES:
1. ALL CONCRETE DRAINAGE STRUCTURES SHALL BE CAST-IN-PLACE.
2. CONTRACTOR TO VERIFY FLOWLINE OF EXISTING PIPE AND INLETS PRIOR TO CONSTRUCTION OF INLETS.

- CI-1
SS-2 MODIFIED INLET REQ'D
T.O.C. = 171.59'(MATCH EX.)
INV. = 166.01'(MATCH EX.)
W = 3.0'
L = 15'
- CI-2
SS-2 INLET REQ'D
T.O.C. = 171.75' (MATCH EX. CURB)
INV. = 166.80'
W = 3.0'
L = 10'
- CI-3
SS-2 MODIFIED INLET REQ'D
T.O.C. = 171.57'(MATCH EX. CURB)
INV. = 166.60'(MATCH EX.)
W = 4.0'
L = 15'
- CI-4
SS-2 MODIFIED INLET REQ'D
OPEN TO CHURCH PARKING LOT
T.O.C. = 172.25'
INV. = 166.80'
W = 3.5'
L = 15'

- CI-5
SS-2 INLET REQ'D
T.O.C. = 172.30'(MATCH EX. CURB)
INV. = 168.80'
W = 3.5'
L = 10'
- CI-6
SS-2 INLET REQ'D
T.O.C. = 172.70'(MATCH EX. CURB)
INV. = 169.15'
W = 2.5'
L = 5'
- CI-7
SS-2 INLET REQ'D
T.O.C. = 172.60'(MATCH EX. CURB)
INV. = 169.55'
W = 2.5'
L = 10'



NOTICE TO DRAWING HOLDER				REVISIONS		DRAWING INFORMATION	
NEEL-SCHAFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.				NO.	DATE	BY	DESCRIPTION
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				CHKD:		DATE:	
				QA/QC:		DATE:	

HARDY STREET AND CONCAR STREET DRAINAGE
AND SIDEWALK IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



HARDY STREET SITE PLAN
STA 0+00 TO 6+00

WORKING NUMBER:
PP-1

DRAWING NUMBER:
1

- NOTES:
1. ALL CONCRETE DRAINAGE STRUCTURES SHALL BE CAST-IN-PLACE.
2. CONTRACTOR TO VERIFY FLOWLINE OF EXISTING PIPE AND INLETS PRIOR TO CONSTRUCTION OF INLETS.

CI-8

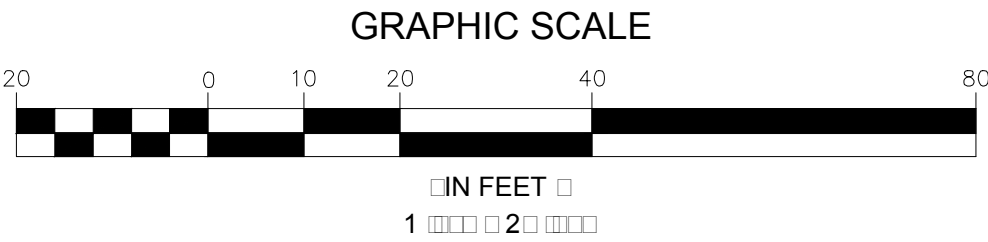
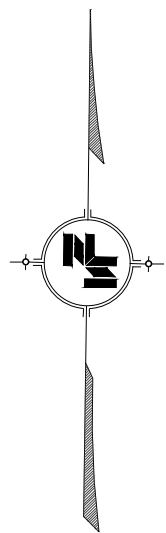
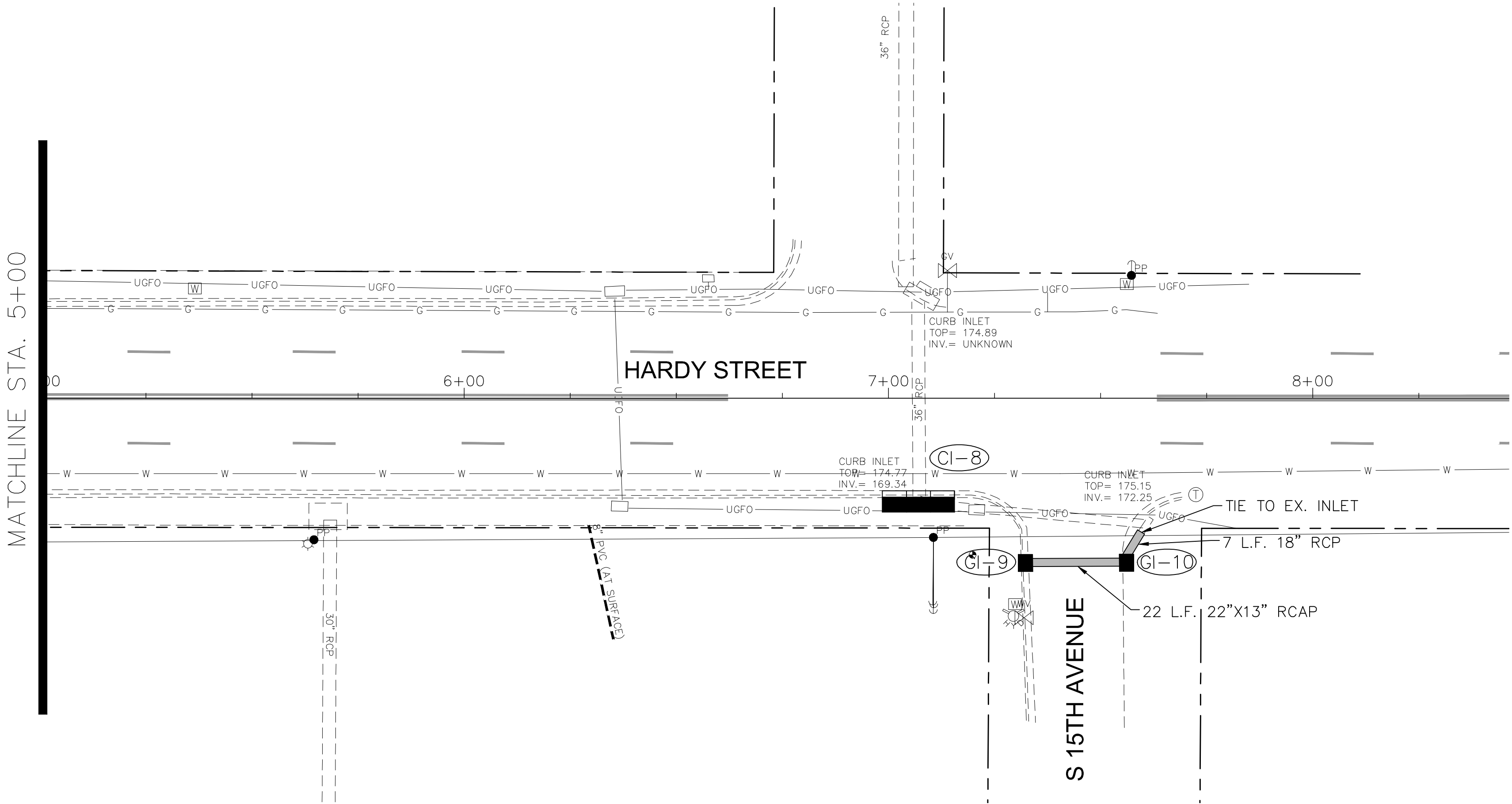
SS-2 MODIFIED INLET REQ'D
T.O.C. = 174.77'(MATCH EX.)
INV. = 169.34'(MATCH EX.)
W = 3.0'
L = 15'

GI-9

GUTTER INLET REQ'D
T.O.C. = 174.60' (MATCH EX. CURB)
INV. = 172.50'

GI-10

GUTTER INLET REQ'D
T.O.C. = 174.60' (MATCH EX. CURB)
INV. = 172.32'



6/7/2020 3:31 PM c:\p000\hattiesburg\15360 task #21 hardy and 17 ardisign\neesh\combined plots\hardy and concert\15360_plandwg

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REVISIONS				DRAWING INFORMATION	
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HARDY STREET AND CONCERT STREET DRAINAGE AND SIDEWALK IMPROVEMENTS

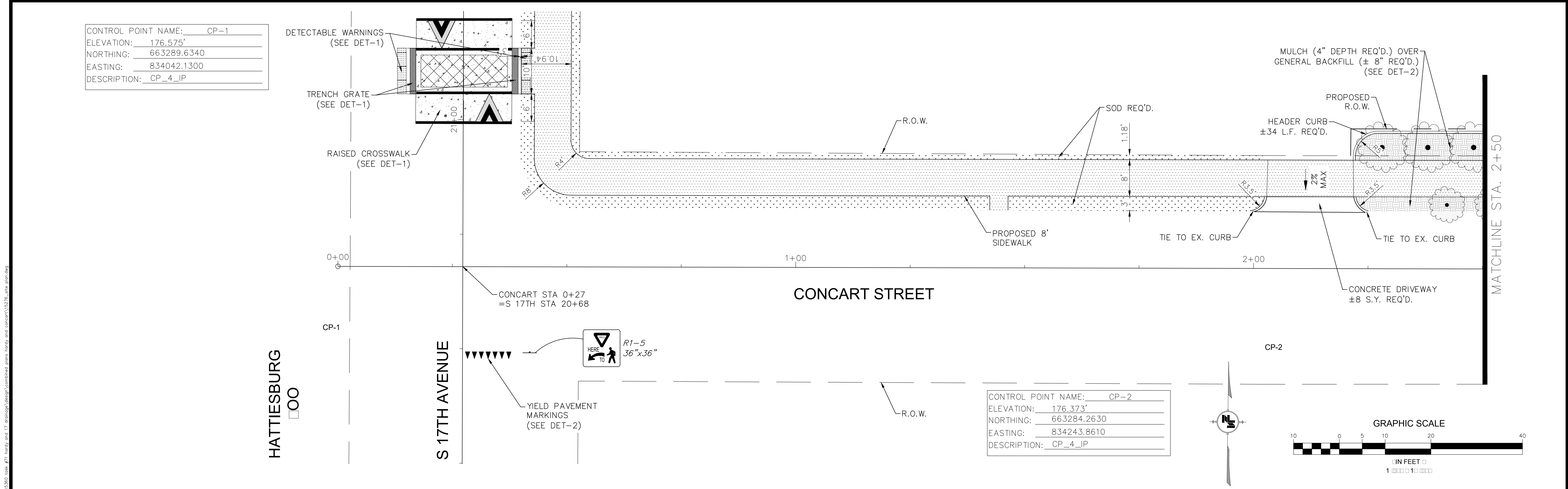
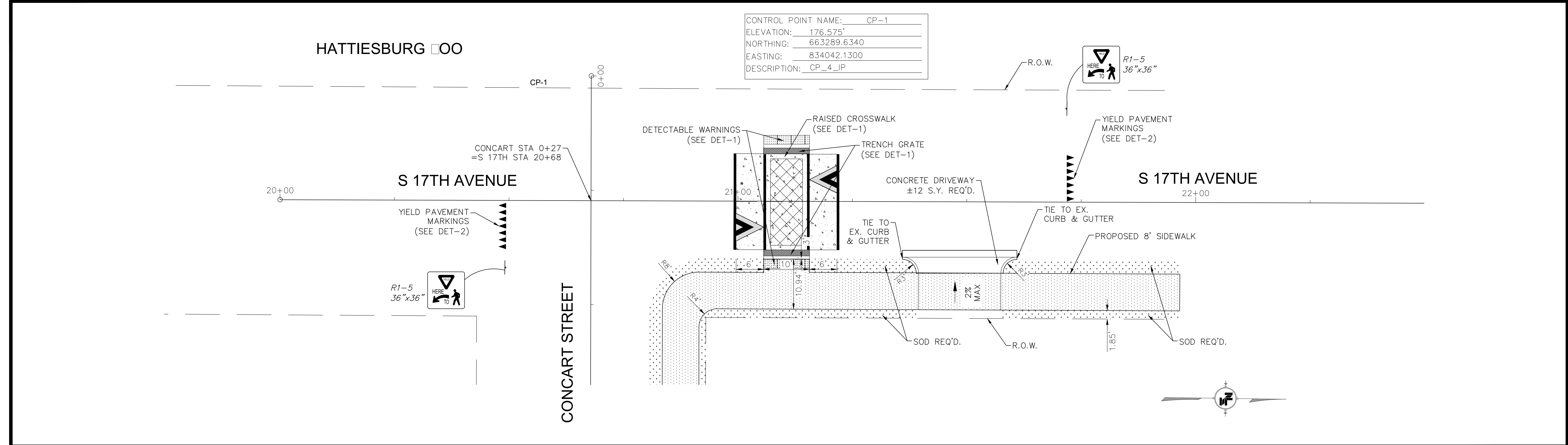
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



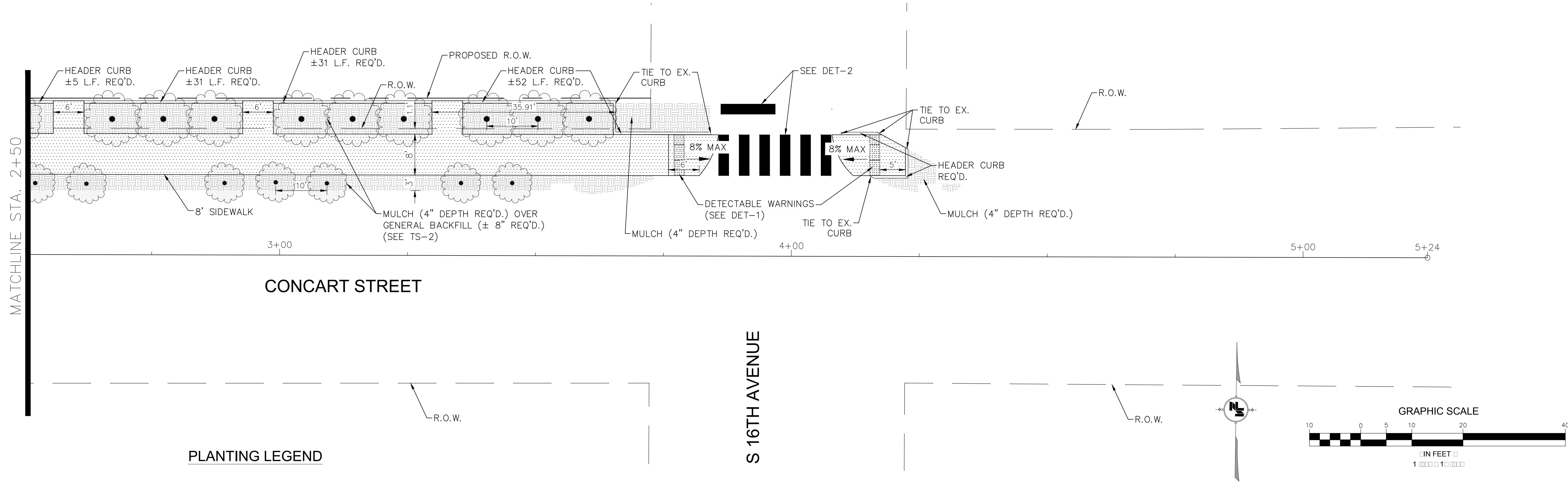
HARDY STREET SITE PLAN
STA 5+00 TO 8+00

WORKING NUMBER: PP-2
DRAWING NUMBER: 11

5/29/2020 8:56 AM c:\15000\hattiesburg\15360 task 17.dgn\design\combined plans hardy and concart\15276_site plan.dwg

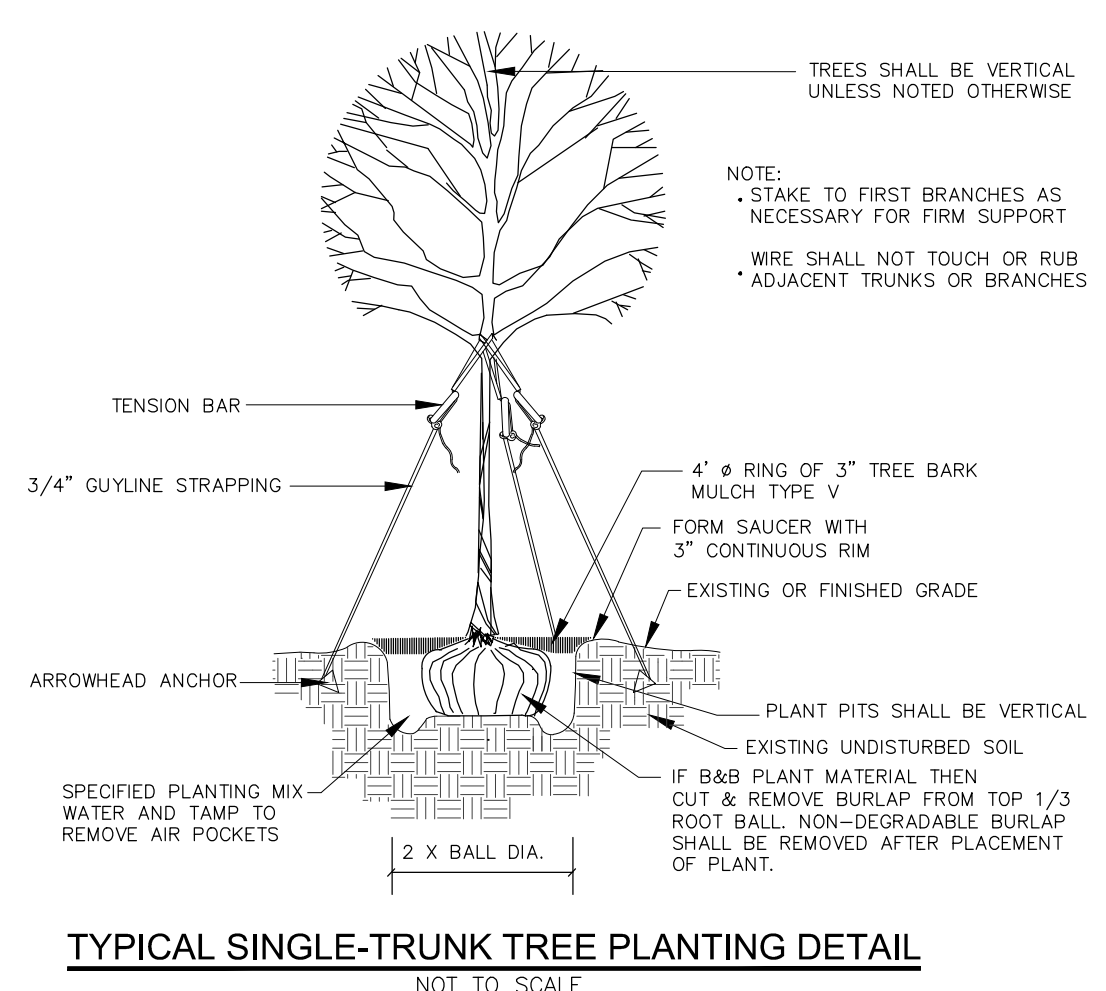


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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 15360							
					FILENAME: 15276_Site Plan.dwg							
					SCALE: 1" = 10'							
					SURVEYED BY: CLEARPOINT							
					DSGN: RB	DATE: 08/2019						
					DRWN: MLJ	DATE: 08/2019						
					CHKD:	DATE:						
					QA/QC:	DATE:						



PLANTING LEGEND

- 'TONTO' GRAPE MYRTLE, 15 GALLON, 10' O.C.
- 'SLENDER SILHOUETTE' SWEET GUM, 15 GALLON, 10' O.C.



CONCART STREET LANDSCAPE QUANTITIES & VEGETATION SCHEDULE									
LANDSCAPE ITEMS		QTY	SIZE/UNIT	SEASONAL APPLICATIONS-DATES & RATES				REQUIREMENTS	
				SPRING & SUMMER		FALL & WINTER			
PAY ITEM	ITEMS			RATES	DATES	RATES	DATES		
211-C	TOPSOIL FOR PLANT HOLES, CONTRACTOR FURNISHED	2	CU. YD.	PER CU.YD.	NOT APPLICABLE	PER CU.YD.	NOT APPLICABLE	0.1 CY PER TREE PLANTING TO BE INCORPORATED WITH NATIVE & IMPORTED SOIL	
216-B	SOLID SOD, CENTIPEDE	125	SQ. YD.	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	GROWER CERTIFICATE REQUIRED	
230-B	TREE PLANTING, 'SLENDER SILHOUETTE' SWEETGUM	8	15 GALLON	EACH	BY REQUEST ONLY	EACH	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT; 10' OC SPACING; SINGLE STRAIGHT TRUNK / FULL CANOPY	
230-B	TREE PLANTING, CRAPE MYRTLE 'TONT0'	12	15 GALLON	EACH	BY REQUEST ONLY	EACH	OCTOBER 1 - APRIL 30	FULL & HEALTHY PLANT; 10' OC SPACING; MULTI-TRUNK TREE FORM / FULL CANOPY	
232-A	FERTILIZER FOR WOODY PLANT MATERIAL, TABLET, 21 GRAM	80	21 GRAM	SEE REQUIREMENTS	BY REQUEST ONLY	SEE REQUIREMENTS	OCTOBER 1 - APRIL 30	4 PER 15 GAL	
233-A	TREE BARK MULCH, TYPE V	20	CU. YD.	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	4" DEPTH SURFACE APPLICATION INTO AREAS INDICATED IN PLANS AND TREE PLANTING	
233-A	TREE BARK MULCH, TYPE III	2	CU. YD.	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	0.1 CY PER TREE PLANTING TO BE INCORPORATED WITH NATIVE & IMPORTED SOIL	
ABSORBED	MOISTURE ABSORBANT CRYSTALS	2.5	LB	SEE REQUIREMENTS	BY REQUEST ONLY	SEE REQUIREMENTS	OCTOBER 1 - APRIL 30	2 OZ PER 15 GALLON (40), COST ABSORBED IN TREE PLANTING PAY ITEM	
ABSORBED	SELECTIVE, PRE-EMERGENCE HERBICIDE	6	LB	SEE REQUIREMENTS	BY REQUEST ONLY	SEE REQUIREMENTS	OCTOBER 1 - APRIL 30	2 GRAMS PER SQUARE FEET OF MULCH AREA; COST ABSORBED IN MULCH PAY ITEM	
ABSORBED	STANDARD GROUND PREP	275	SQ. YD.	SEE REQUIREMENTS	BY REQUEST ONLY	SEE REQUIREMENTS	OCTOBER 1 - APRIL 30	FINAL GROUND PREP AND LIGHT GRADING REQ. PRIOR TO PLACEMENT OF SOLID SOD AND SURFACE MULCH; COST ABSORBED IN SOLID SOD AND SURFACE MULCH PAY ITEMS	
ABSORBED	SLOW RELEASE IRRIGATION BAG	20	20 GAL	SEE REQUIREMENTS	BY REQUEST ONLY	SEE REQUIREMENTS	OCTOBER 1 - APRIL 30	CONTRACTOR TO FILL BAGS EVERY 2 WEEKS DURING ESTABLISHMENT PERIOD; COST ABSORBED IN TREE PLANTING PAY ITEM	

ALL PLANT MATERIAL SHALL MEET THE MINIMUM STANDARDS FOR SPECIFIED CONTAINER SIZE AS DETERMINED BY THE AMERICAN STANDARD FOR NURSERY STOCK.

5/29/2020 9:15 AM c:\15000\hattiesburg\15360 task 17 drainage\design\combined plans hardy and concert\15276_site plan.dwg

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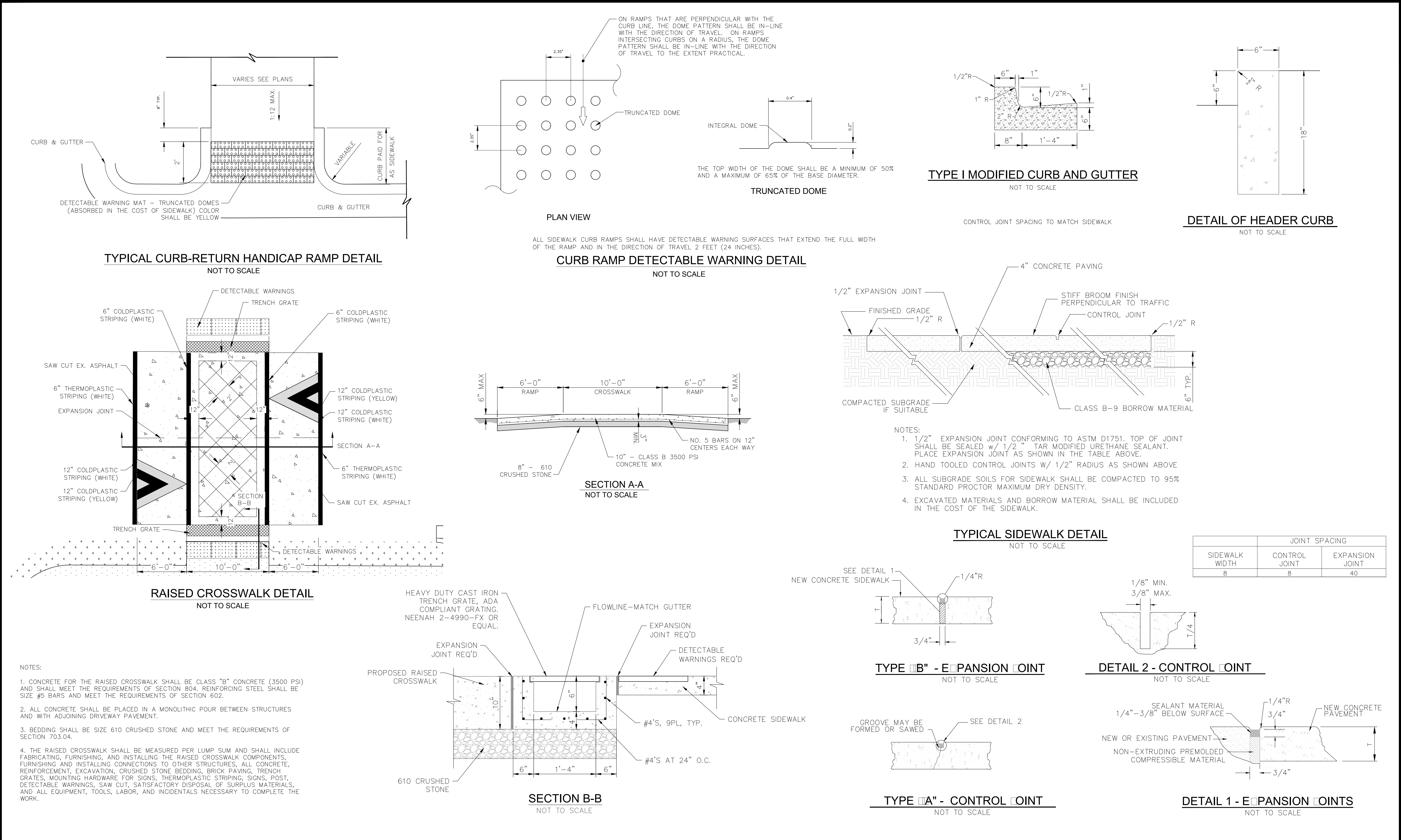
REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	

HARDY STREET AND CONCART STREET DRAINAGE AND SIDEWALK IMPROVEMENTS

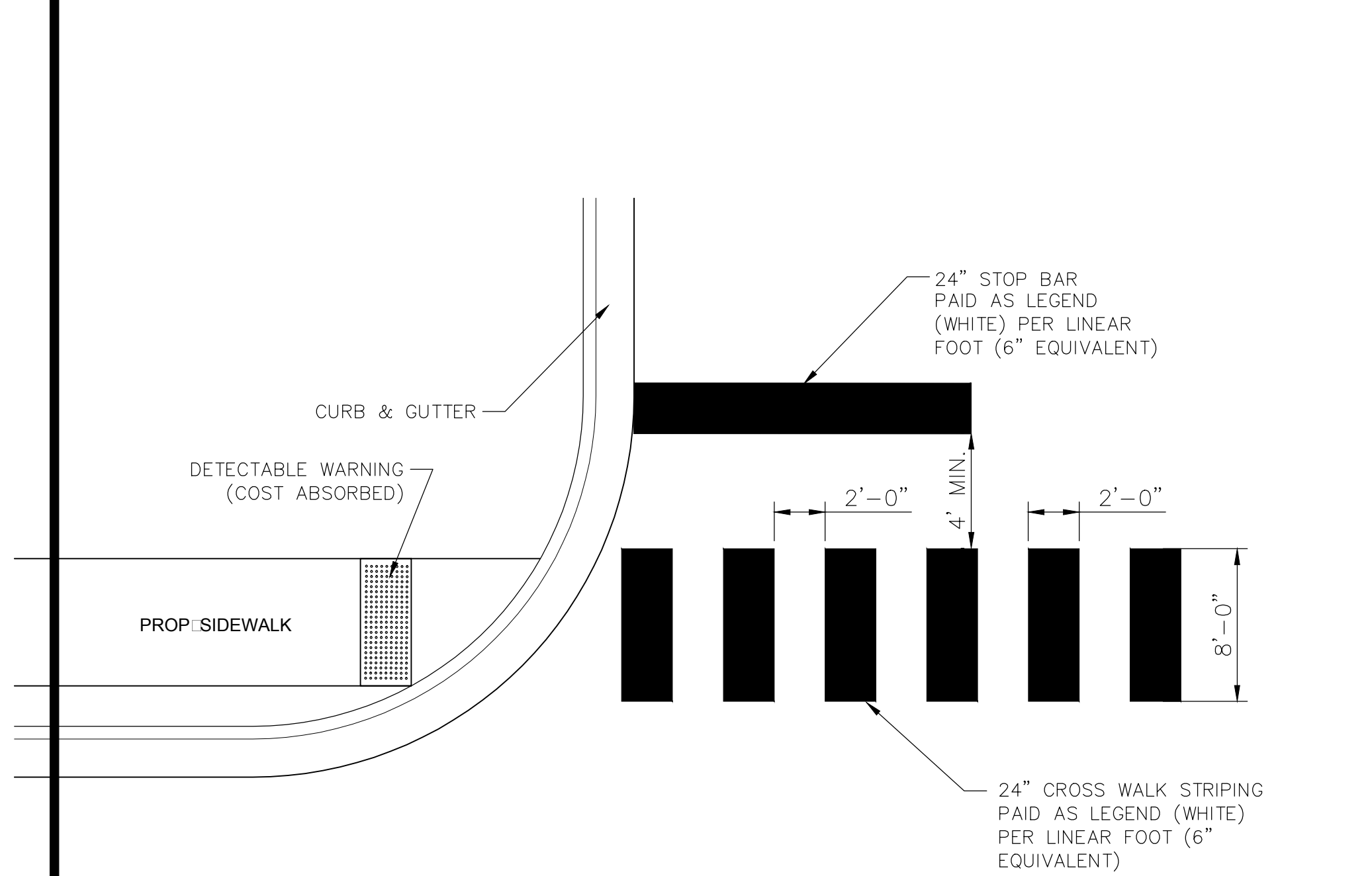
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

CONCART PATHWAY
STA 2+00 TO 2+24

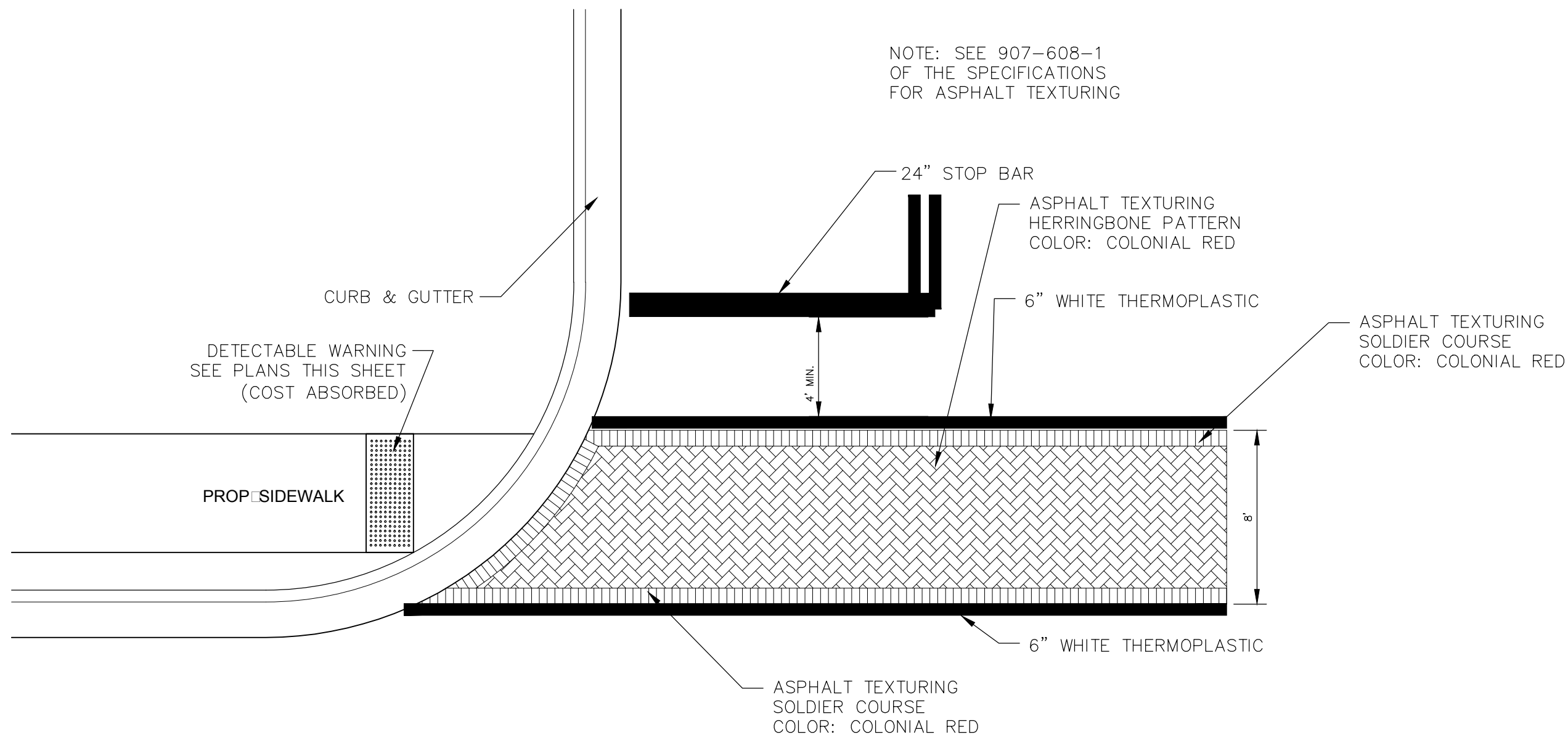
WORKING NUMBER: PP-0	DRAWING NUMBER: 13
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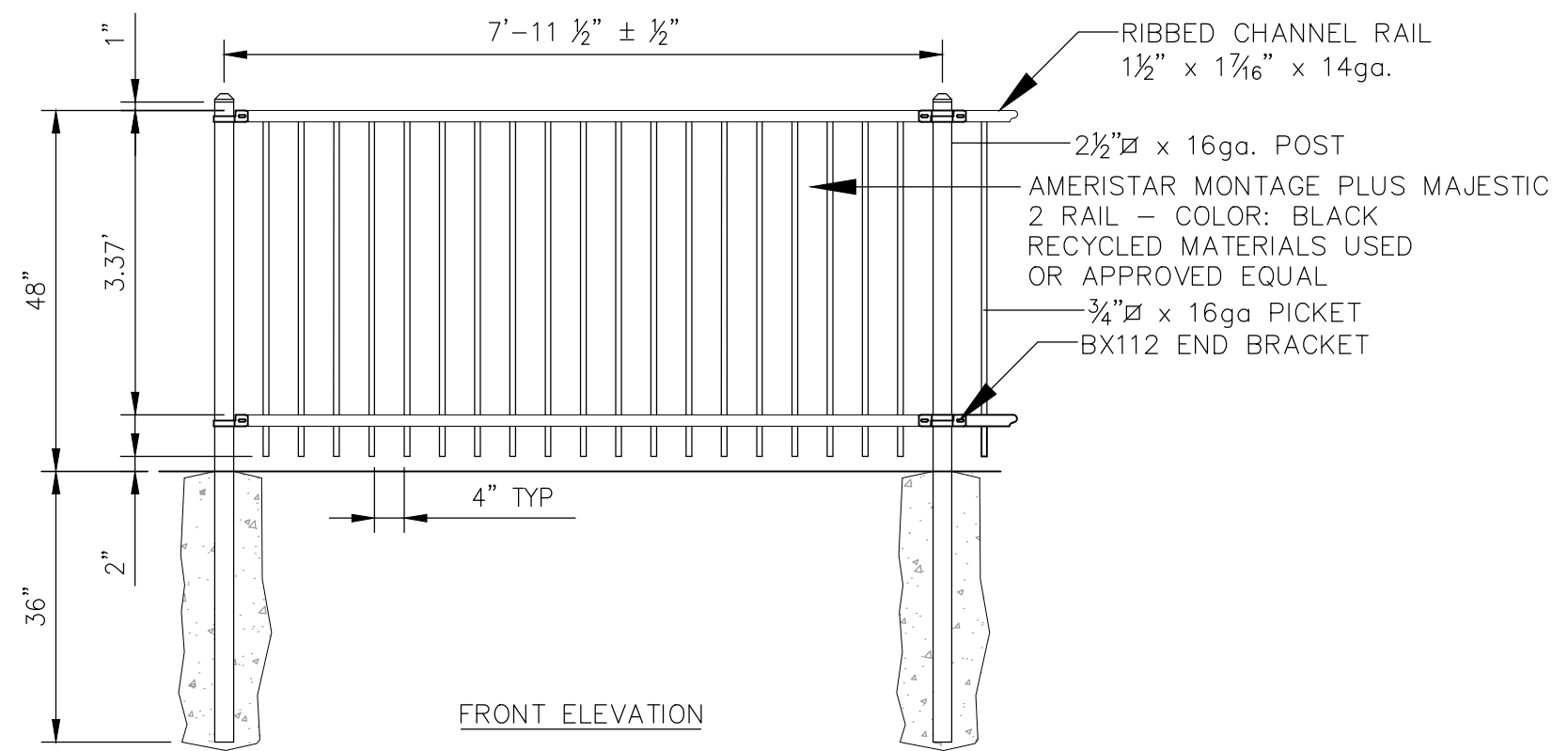
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION						
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 15360						
					FILENAME: 15276_Details.dwg						
					SCALE:						
					SURVEYED BY: CLEARPOINT						
					DSGN: RB	DATE: 08/2019					
					DRWN: MLJ	DATE: 08/2019					
					CHKD:	DATE:					
				QA/QC:	DATE:						
HARDY STREET AND CONCAR STREET DRAINAGE AND SIDEWALK IMPROVEMENTS CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY								 NEEL-SCHAFFER <i>Solutions you can build upon</i>		SITE DETAILS	
								WORKING NUMBER: DET-1		DRAWING NUMBER: 1 ☐	



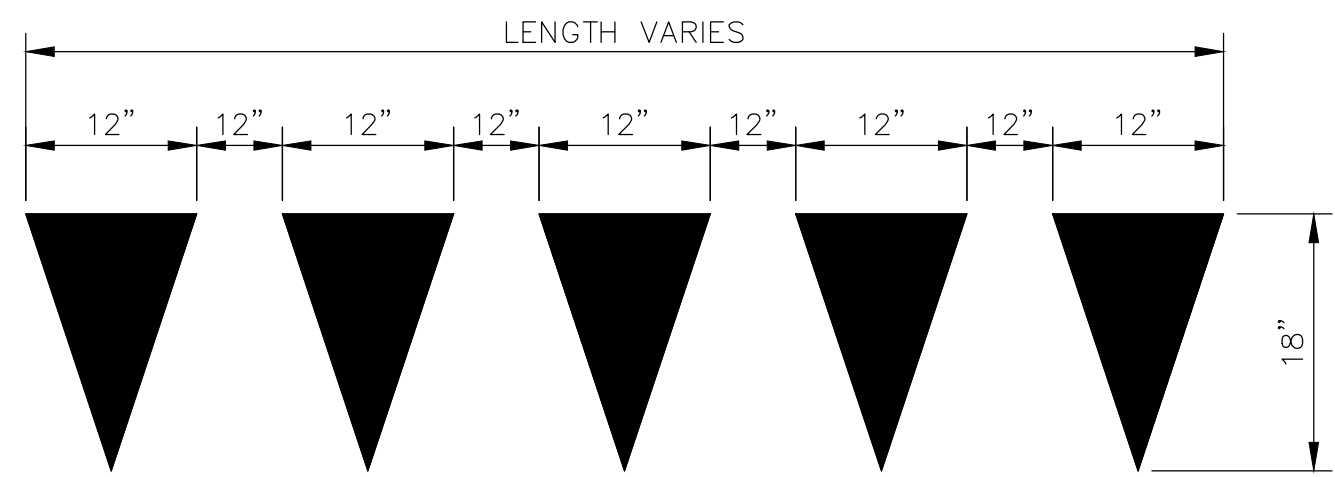
TYPICAL CROSSWALK STRIPING
NOT TO SCALE



TYPICAL CROSSWALK DETAIL
NOT TO SCALE

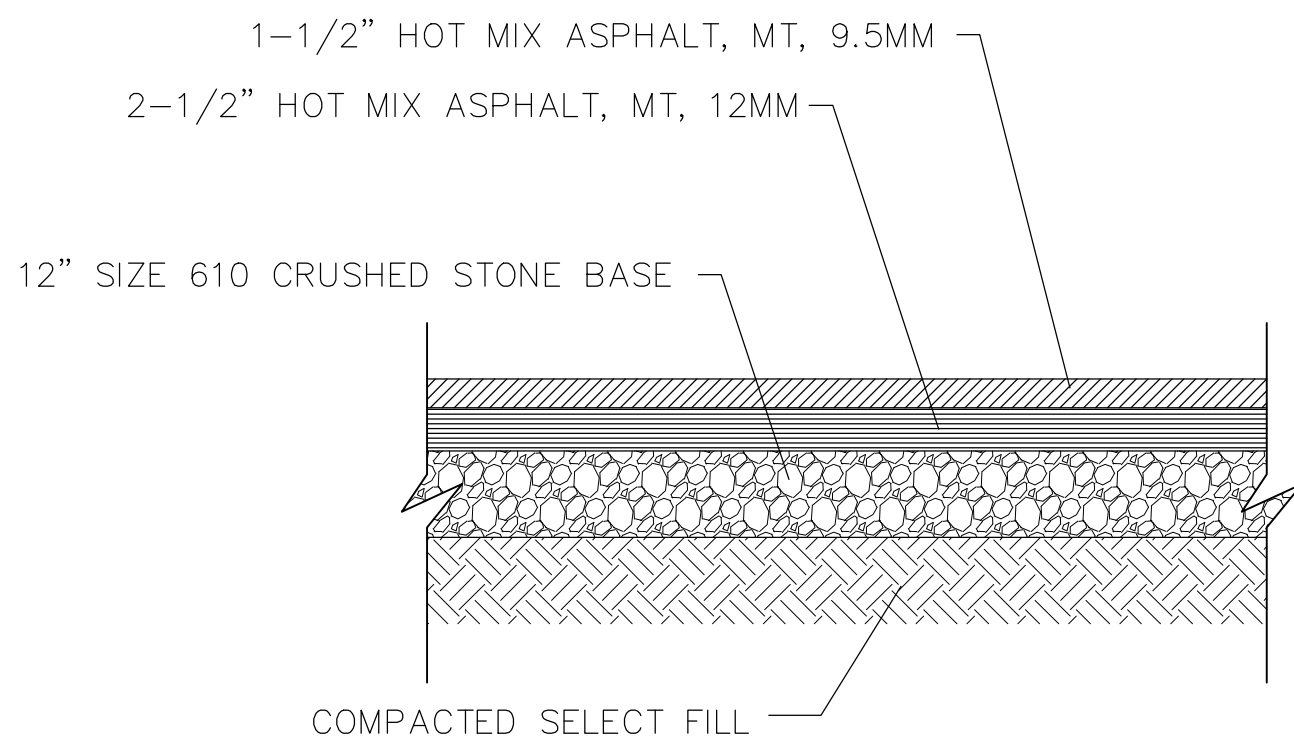


ORNAMENTAL STEEL FENCING DETAIL
NOT TO SCALE

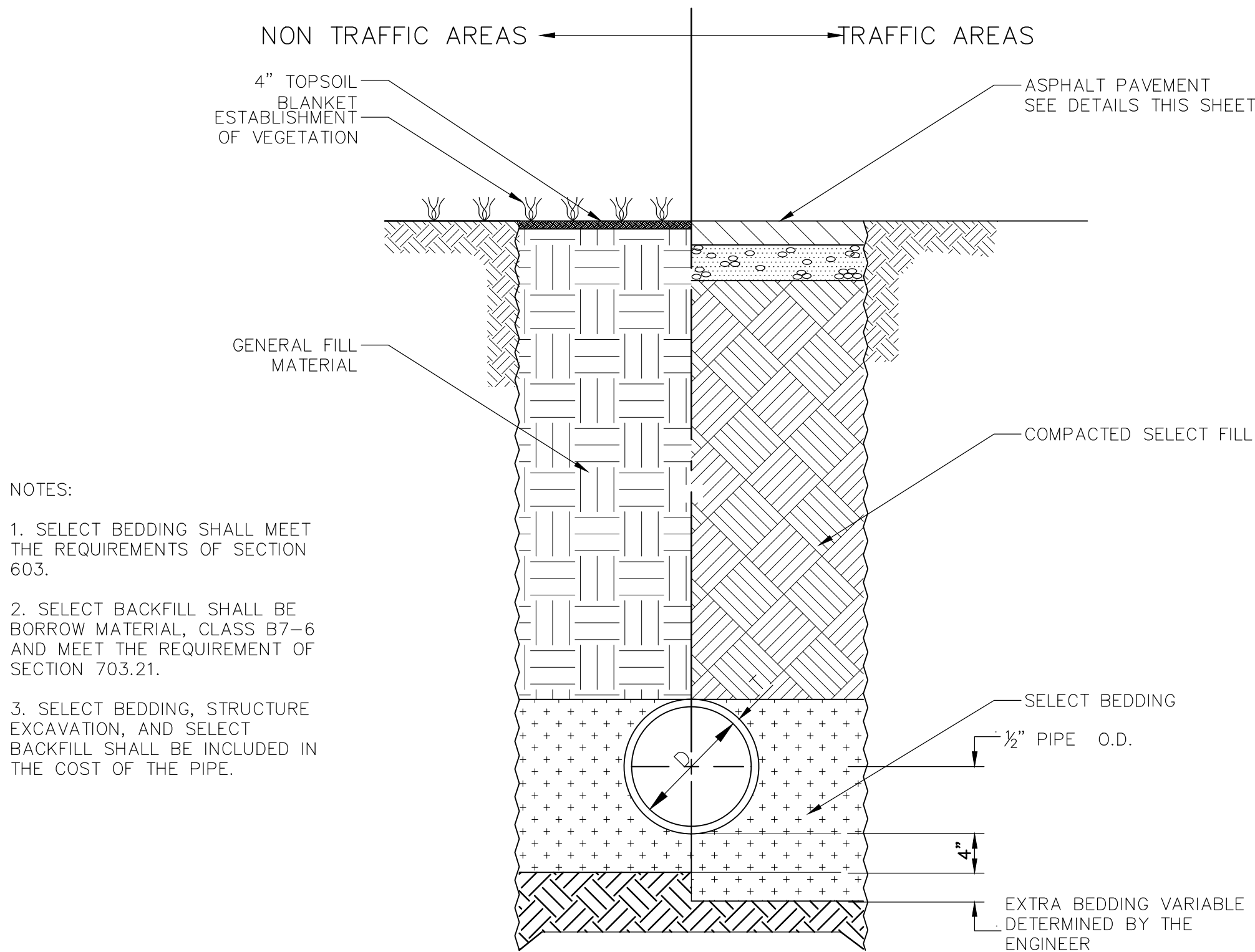


YIELD LINE PAVEMENT MARKINGS SHALL BE PAID
FOR AS LEGEND (WHITE) PER SQUARE FOOT

DETAIL - YIELD LINE PAVEMENT MARKING
NOT TO SCALE



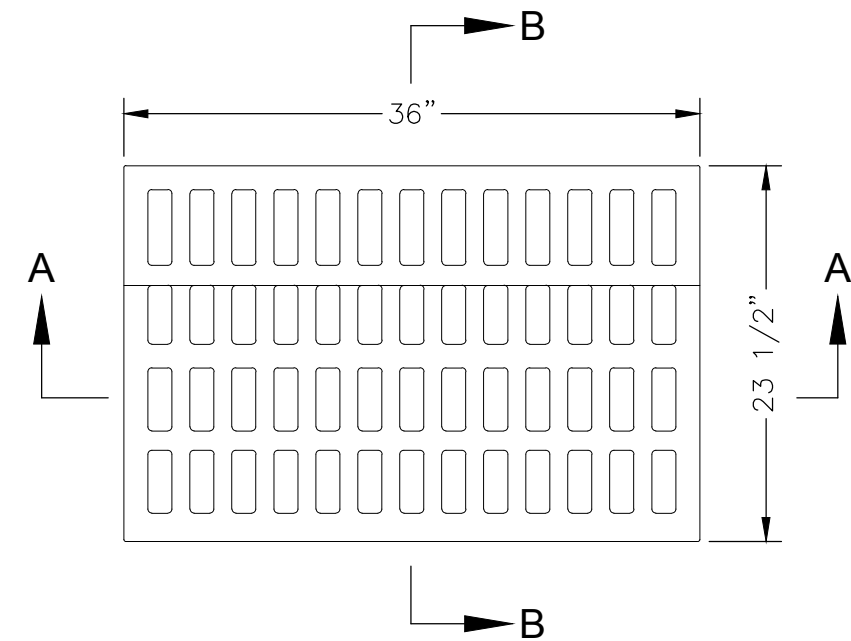
ASPHALT PAVEMENT SECTION
NOT TO SCALE



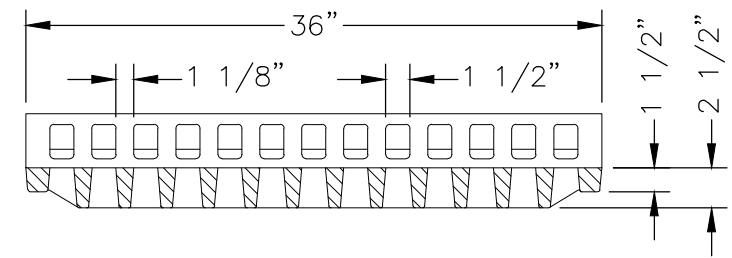
TYPICAL TRENCH DETAILS FOR DRAINAGE PIPE
NOT TO SCALE

5/28/2020 2:41 PM c:\1000\Hattiesburg\15360 - total 171 - body and 17 - drainage\design\combined plots - body and concept\15360 - details.dwg

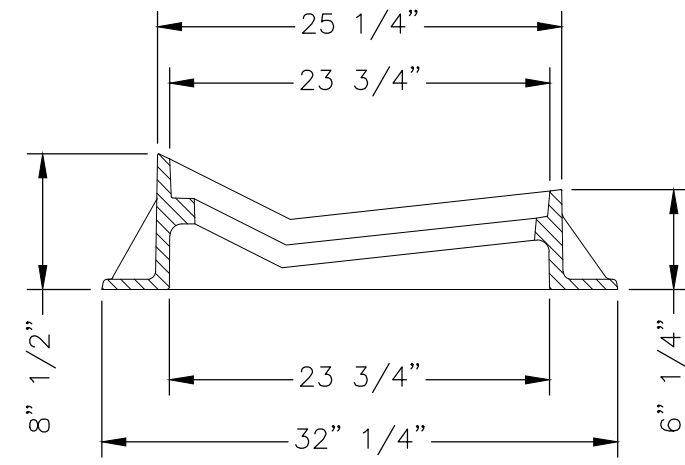
NOTICE TO DRAWING HOLDER NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		HARDY STREET AND CONCERT STREET DRAINAGE AND SIDEWALK IMPROVEMENTS CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		SITE DETAILS	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 15360				
					FILENAME: 15360_Details.dwg				
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					SURVEYED BY:				
					DSGN: RB	DATE: 08/2019			
					DRWN: MLJ	DATE: 08/2019		WORKING NUMBER:	DRAWING NUMBER:
					CHKD:	DATE:		DET-2	1
					QA/QC:	DATE:			



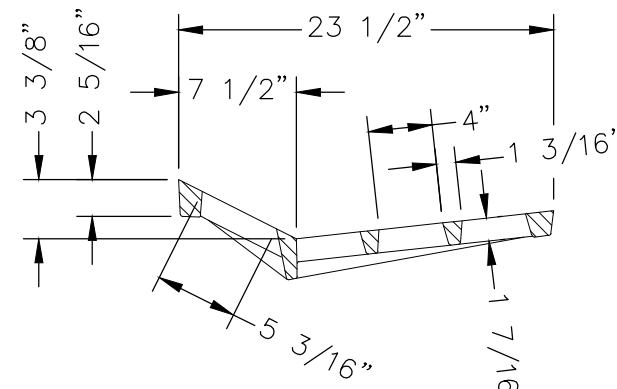
PLAN OF GRATE



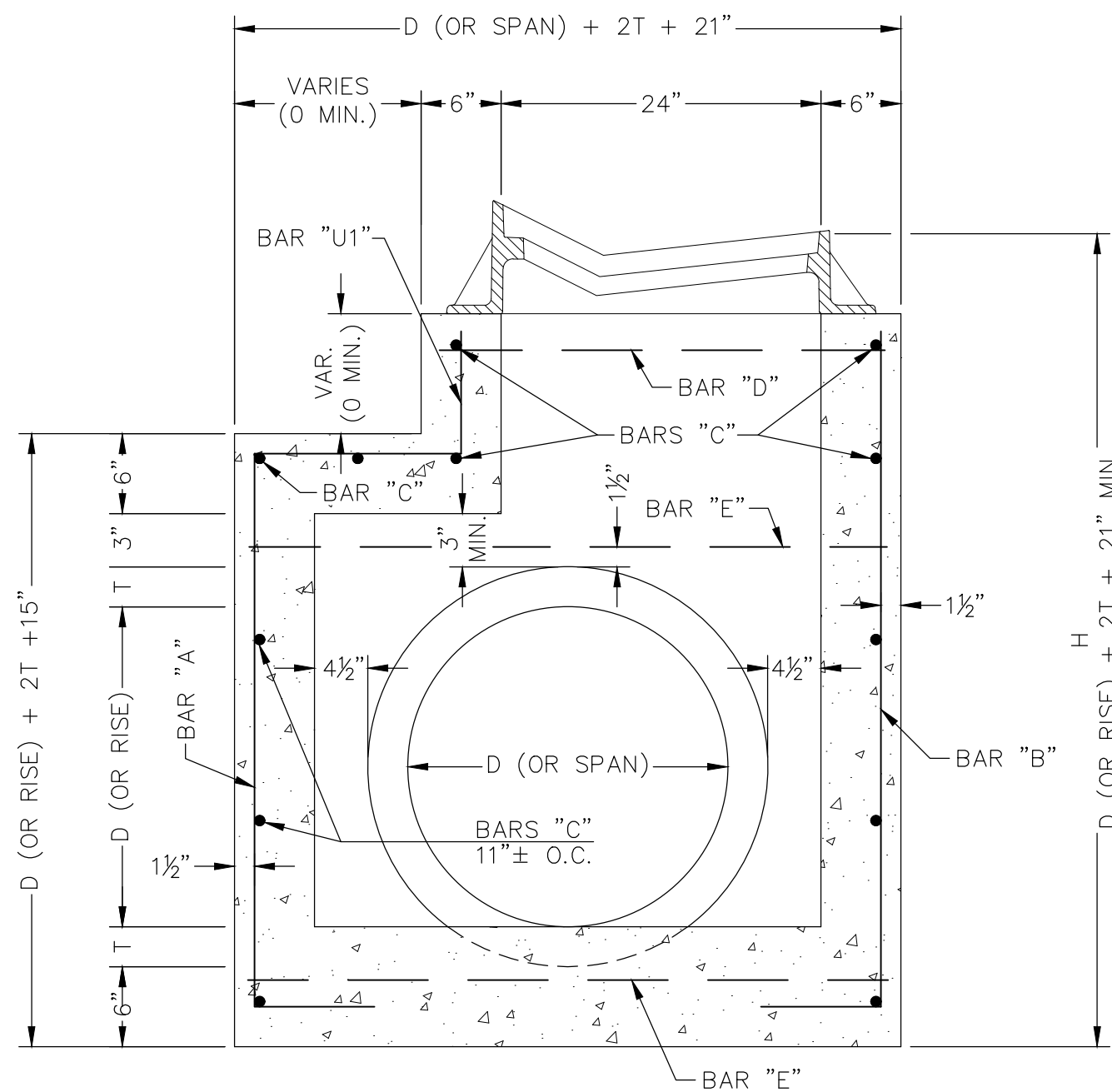
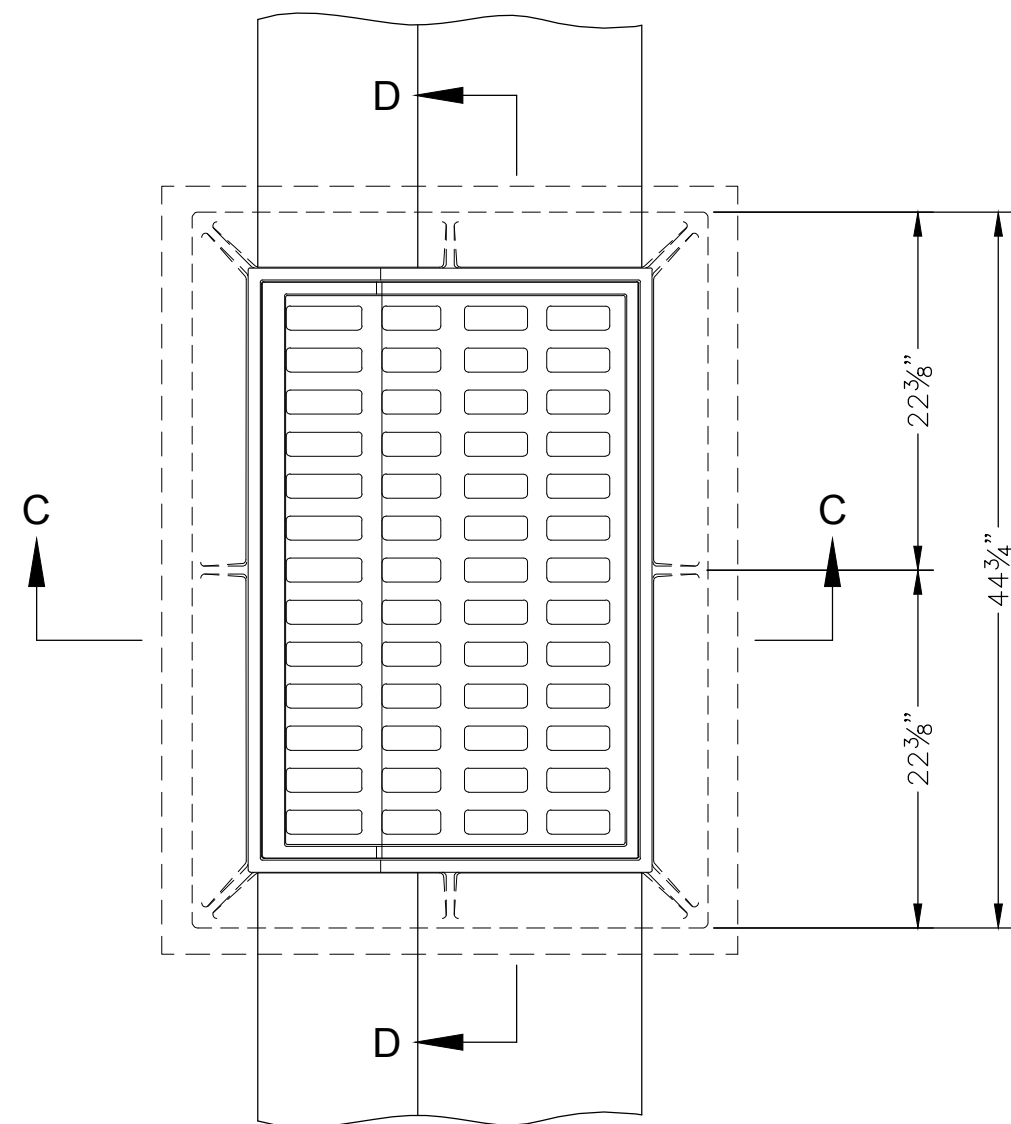
SECTION A-A
[GRATE]



SECTION
[FRAME]

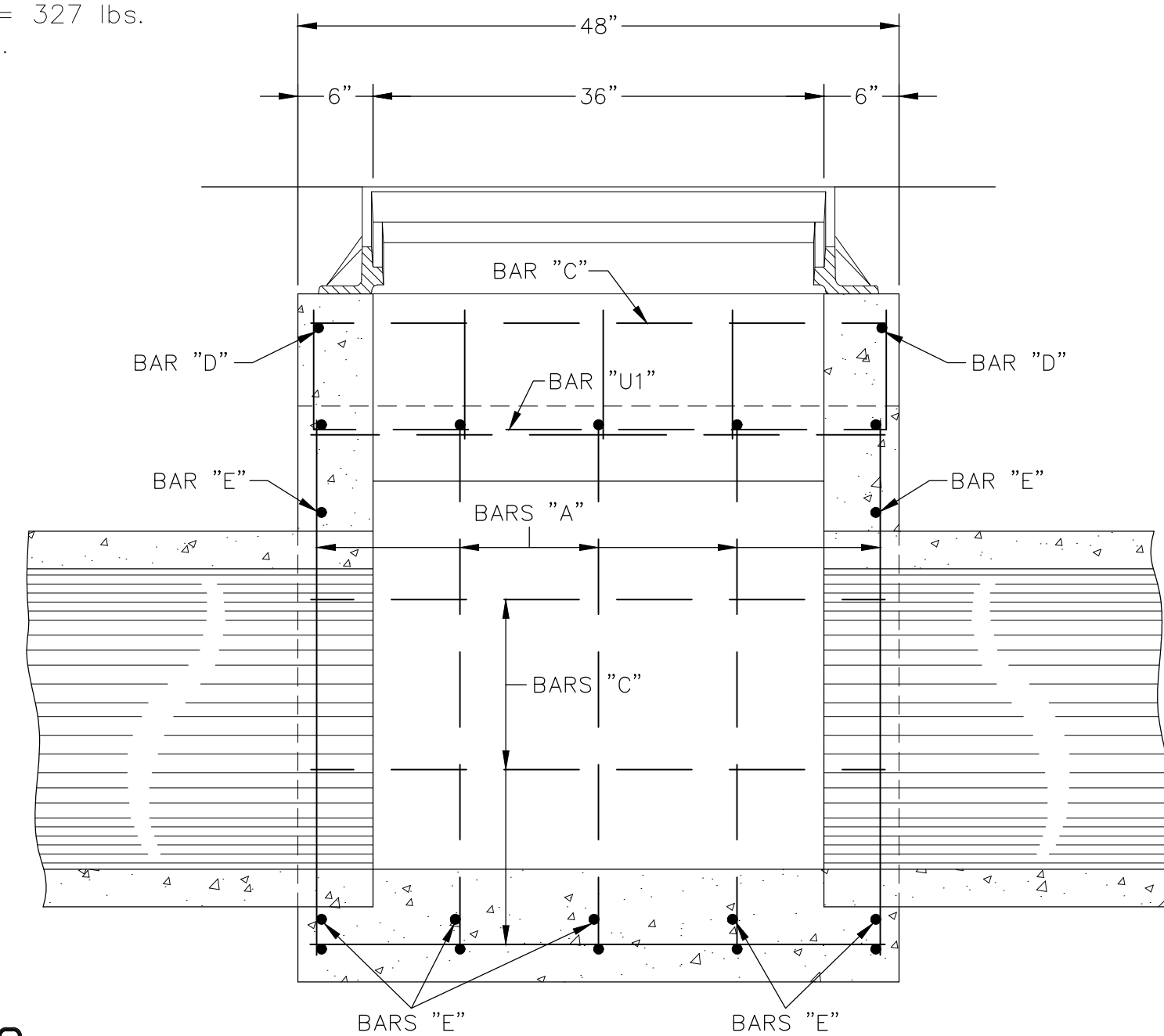


SECTION B-B
[GRATE]

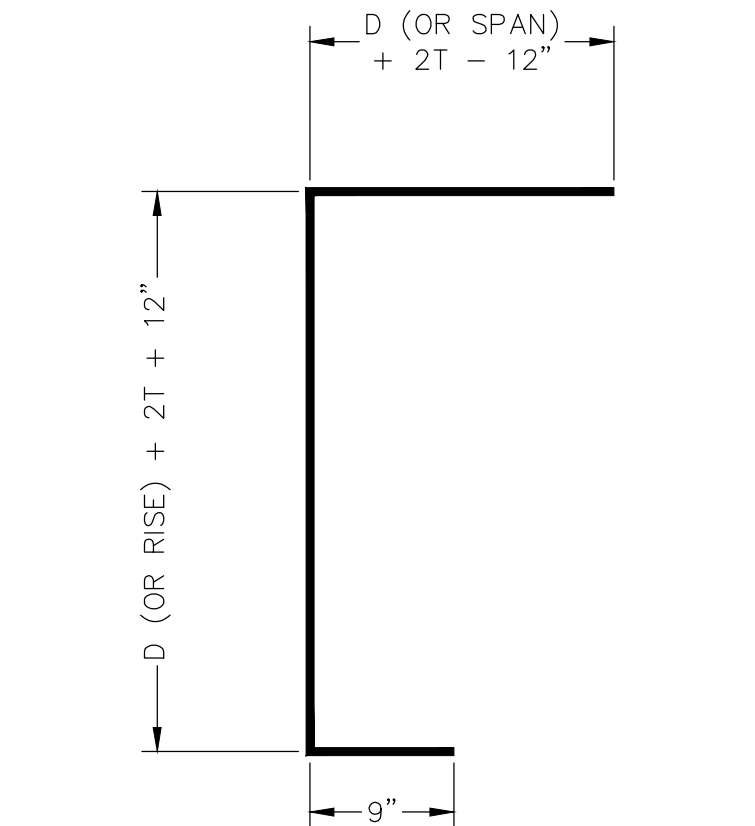


SECTION C-C

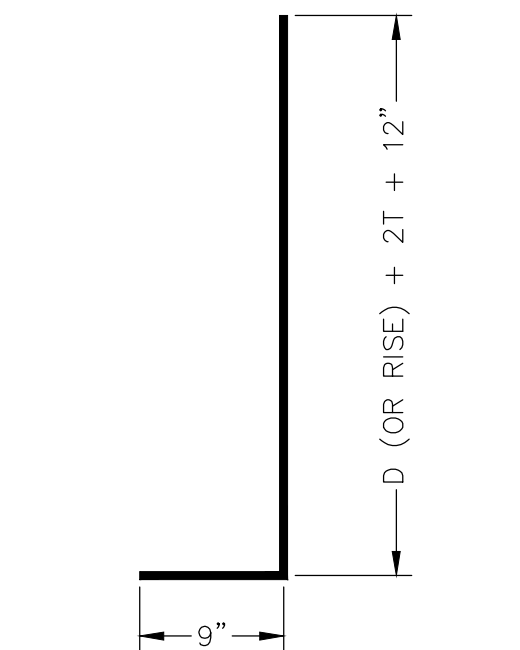
GUTTER INLET DETAILS
N.T.S.



SECTION D-D



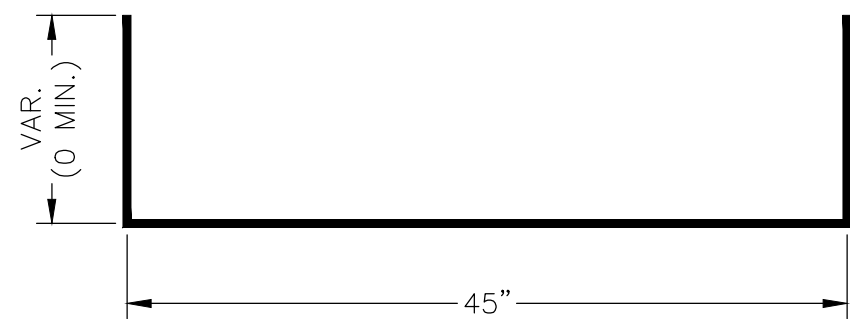
BARS "A"



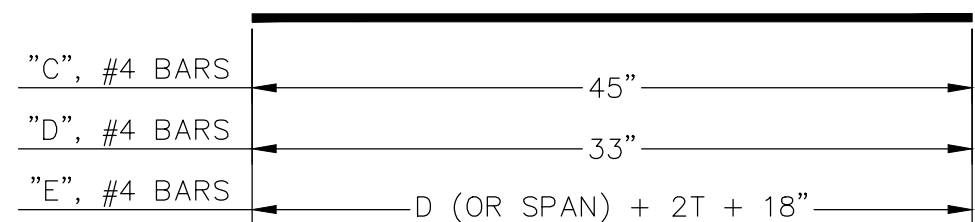
BARS "B"

5 ~ #4 BARS,
[D (OR RISE) + D (OR SPAN) + 4T + 9"] LONG

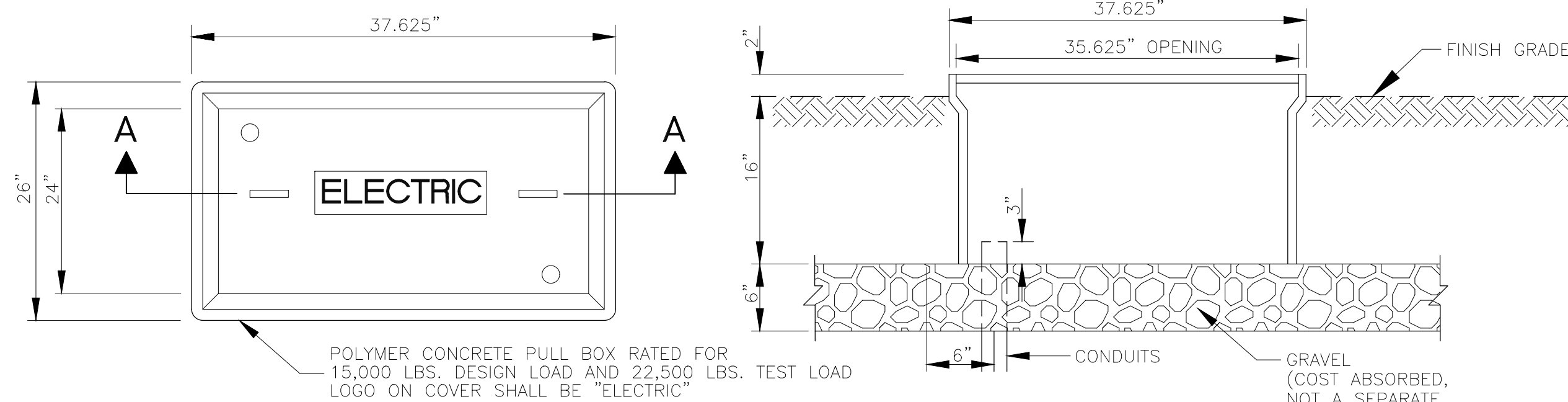
5 ~ #4 BARS,
[D (OR RISE) + 2T + 21"] LONG



BAR "U1"



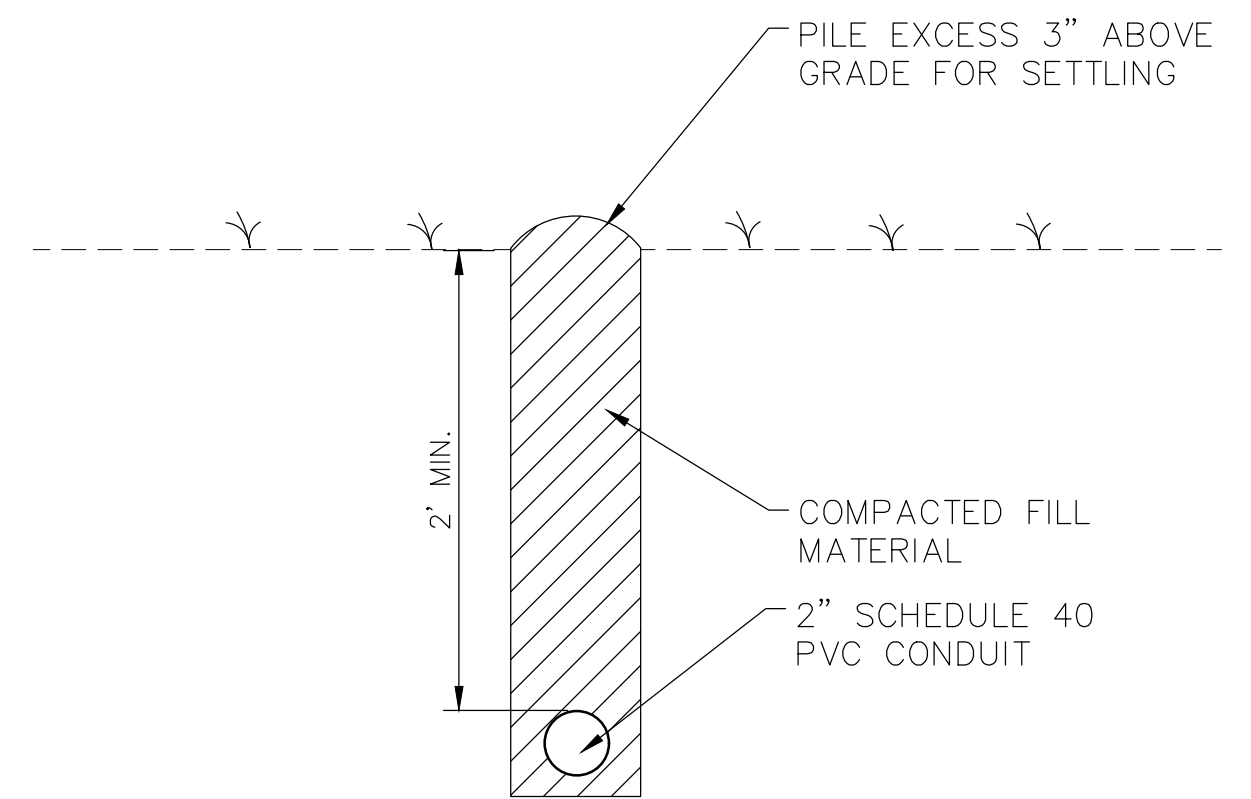
BARS "C", "D" □ "E"



PLAN
N.T.S.

SECTION A-A
N.T.S.

UNDERGROUND PULL BOX
N.T.S.



CONDUIT TRENCHING DETAIL
NOT TO SCALE

ADDITIVE ALTERNATE NO. 1

NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.:	15360
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				SCALE:	AS SHOWN
				SURVEYED BY:	
				DSGN:	RB
				DATE:	08/2019
				DRWN:	MLJ
				DATE:	08/2019
				CHKD:	
				DATE:	
				QA/QC:	
				DATE:	

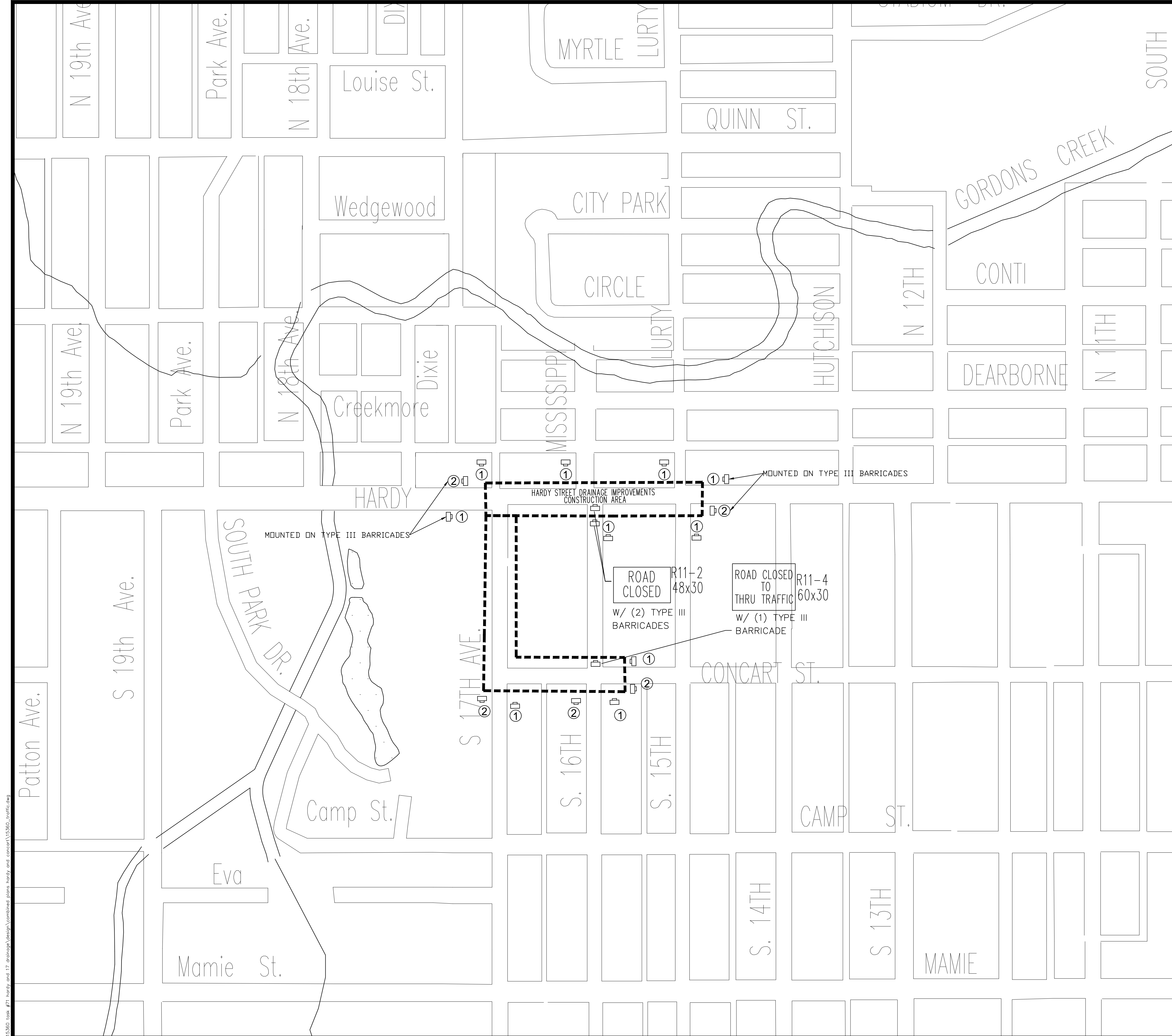
HARDY STREET AND CONCAR STREET DRAINAGE
AND SIDEWALK IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



SITE DETAILS

WORKING NUMBER:	DRAWING NUMBER:
DET-3	1



LEGEND

①

ROAD WORK AHEAD

W20-1
36x36

MOUNTED ON U-SECTION POST
UNLESS OTHERWISE NOTED

②

END ROAD WORK

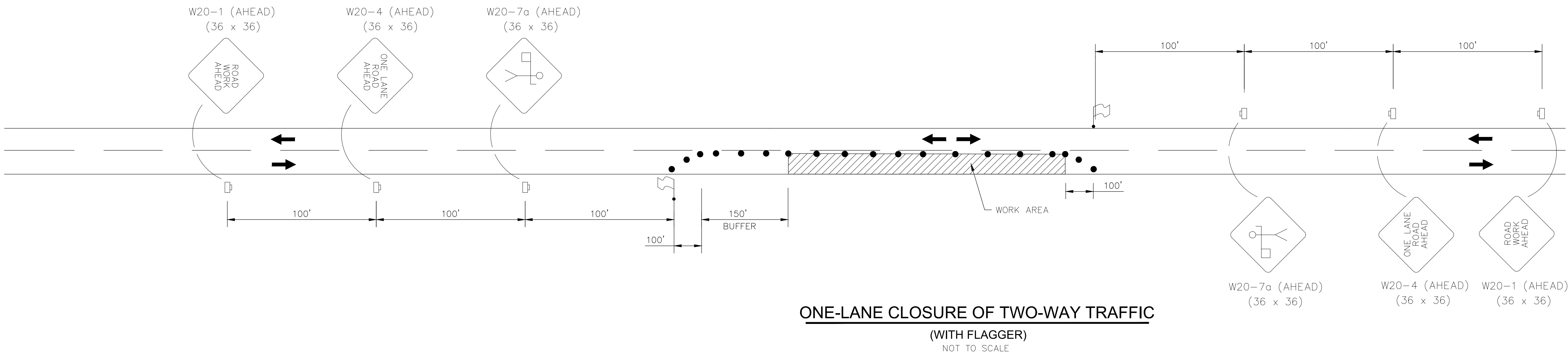
G20-2a
36x18

MOUNTED ON U-SECTION POST
UNLESS OTHERWISE NOTED

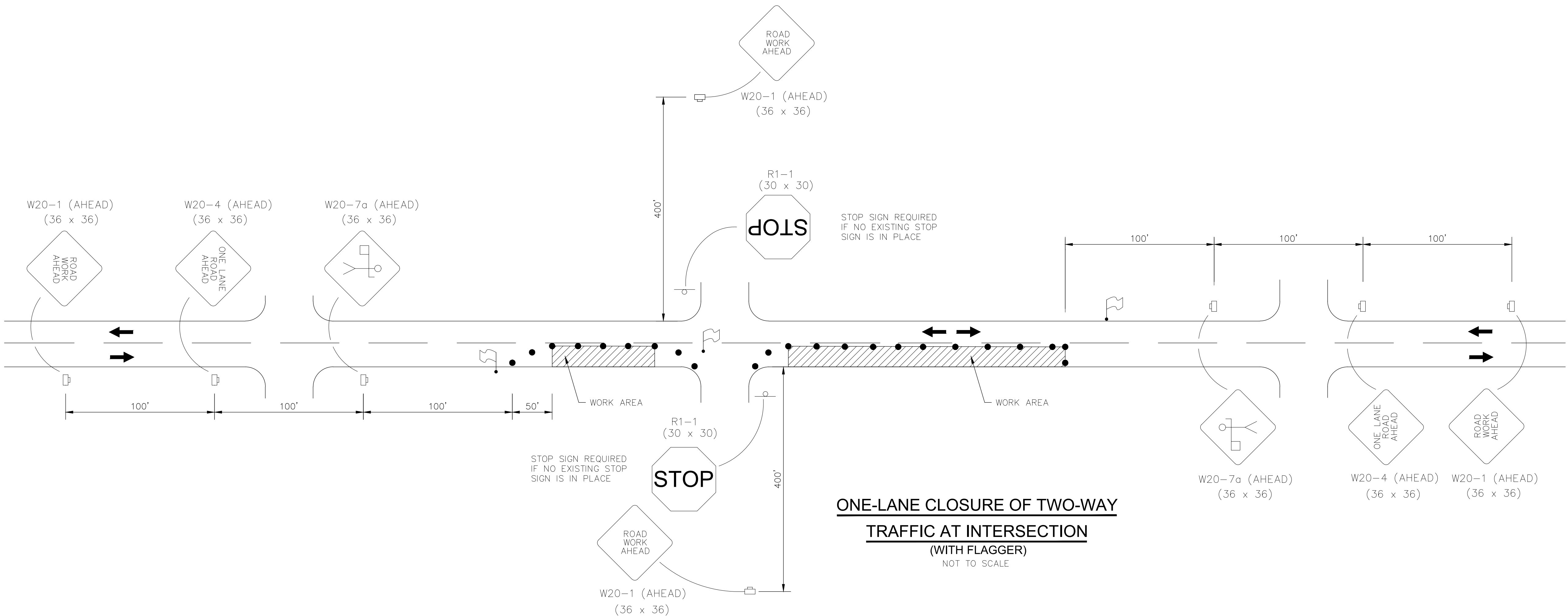
WORK ZONE SIGN

- NOTES:
- 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.
 - CONTRACTOR TO MAINTAIN ACCESS TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION.
 - THE LOCATION AND SPACING OF SIGNS ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.
 - FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN THE PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.
 - ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).
 - SEE SHEET TCP-2 FOR ADDITIONAL TRAFFIC CONTROL REQUIREMENTS.
 - ROAD CLOSED SIGNS TO BE INSTALLED DURING PIPE INSTALLATION AND ARE TO BE REMOVED ONCE INSTALLATION IS COMPLETE.

NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		HARDY STREET AND CONCERT STREET DRAINAGE AND SIDEWALK IMPROVEMENTS CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY	NEEL-SCHAFFER Solutions you can build upon	TRAFFIC CONTROL PLAN	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 15360				
					FILENAME: 15360_Traffic.dwg				
					SCALE: 1" = 200'				
					SURVEYED BY:				
					DSGN: RB	DATE: 08/2019		WORKING NUMBER: TCP-1	DRAWING NUMBER: 1□
					DRWN: MLJ	DATE: 08/2019			
					CHKD:	DATE:			
					QA/QC:	DATE:			



- SYMBOLS**
- WORK AREA
 - TRAFFIC CONTROL SIGN
 - WORK ZONE SIGN
 - STOP SIGN
 - TRAFFIC CONE OR REFLECTIVE PLASTIC DRUM
 - LOCATION OF FLAGGER



- GENERAL NOTES:**
- CONTRACTOR SHALL SET UP ALL TRAFFIC CONTROL DEVICES AND SIGNS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK.
 - WORK OPERATIONS SHALL BE CONFINED TO ONE TRAVEL LANE, LEAVING THE OPPOSING TRAVEL LANE OPEN TO TRAFFIC.
 - ALL VEHICLES, EQUIPMENT, WORKERS (EXCEPT FLAGGERS) AND THEIR ACTIVITIES ARE RESTRICTED AT ALL TIMES TO ONE SIDE OF THE ROADWAY.
 - FLAGGERS SHALL BE IN SIGHT OF EACH OTHER OR IN DIRECT COMMUNICATION AT ALL TIMES.
 - THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY BUSINESSES AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.
 - CHANNELIZING DEVICES SHALL BE A MINIMUM HEIGHT OF 24".
 - DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" X 36".
 - SPACING OF CHANNELIZING DEVICES ALONG LANE LINE AND WORK ZONE TO BE EQUAL TO THE POSTED SPEED (M.P.H.) X 1 IN FEET. (EXAMPLE 35 M.P.H. X 1 = 35')
 - 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.
 - WHEN THE WORK ZONE IS STATIONARY, THE W20-7a SIGN SHOULD BE PLACED 200 FEET IN ADVANCE OF THE FLAGGER AND SHOULD INDICATE 200' AS THE DISTANCE.
 - ARROWS DENOTE DIRECTION OF TRAFFIC ONLY AND DO NOT REFLECT PAVEMENT MARKINGS.
 - ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT.
 - DISTANCES BETWEEN SIGNS ARE APPROXIMATE. SIGN SPACING SHOULD BE ADJUSTED FOR CURVES, HILLS, INTERSECTIONS, DRIVEWAYS, ETC., TO IMPROVE VISIBILITY.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

5/29/2020 9:42 AM C:\Users\Hattiesburg\15360\15360 Traffic.dwg User: Hattiesburg\Hattiesburg.dwg Plot: 15360 Traffic.dwg

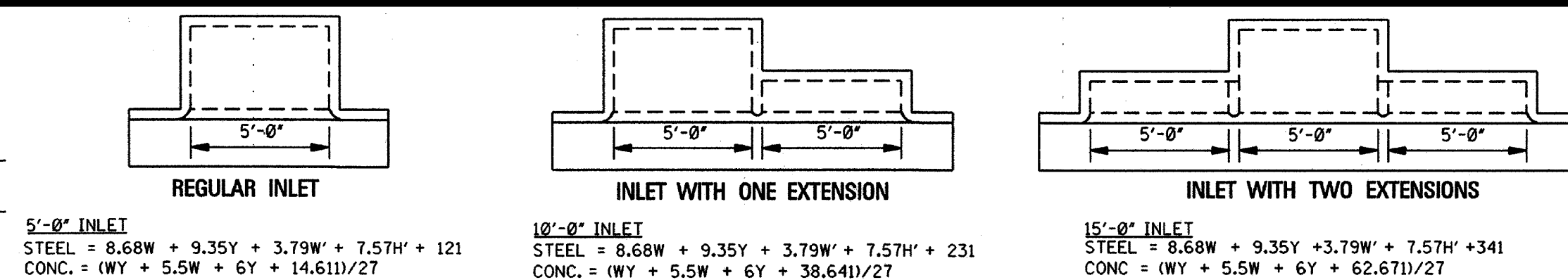
NOTICE TO DRAWING HOLDER				REVISIONS		DRAWING INFORMATION	
NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.				NO.	DATE	BY	DESCRIPTION
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				DSGN: RB		DATE: 08/2019	
				DRWN: MLJ		DATE: 08/2019	
				CHKD:		DATE:	
				QA/QC:		DATE:	

HARDY STREET AND CONCERT STREET DRAINAGE
AND SIDEWALK IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



TRAFFIC CONTROL DETAILS - ONE LANE CLOSURE	
WORKING NUMBER: TCP-2	DRAWING NUMBER: 1 □



NOTES:

1. W AND H ARE EXPRESSED IN DECIMAL FEET.
2. $W' = W$ ROUNDED TO NEAREST WHOLE FOOT.
3. $Y = (H - 0.5)$.
4. $H' = (H - 2.08)$ ROUNDED TO NEAREST WHOLE FOOT.
5. NO DEDUCTIONS ARE MADE FOR PIPE OPENINGS IN FORMULAS.

ADD. CONCRETE PER FOOT OF F		ADD. CONCRETE PER FOOT OF W	
W	yd/3' H	H	yd/3' F
2'-6"	0.315	3'-6"	0.315
3'-0"	0.333	4'-0"	0.333
3'-6"	0.352	4'-6"	0.352
4'-0"	0.371	5'-0"	0.370
4'-6"	0.389	5'-6"	0.389
5'-0"	0.408	6'-0"	0.408
5'-6"	0.426	6'-6"	0.426
6'-0"	0.445	7'-0"	0.445
6'-6"	0.463	7'-6"	0.463
7'-0"	0.481	8'-0"	0.482
		8'-6"	0.500

QUANTITIES FOR ONE EXTENSION					
BAR	SIZE	LENGTH	SPACING	NUMBER	TWEIGHT
E	#4	5'-8"	AS SHOWN	3	11
G	#4	SEE SCHEDULE	0'-11"	6	34
H	#6	6'-9"	AS SHOWN	5	51
L	#6	4'-9"	AS SHOWN	2	14
TOTAL STEEL FOR ONE EXTENSION = 110 lbs					
TOTAL CONCRETE FOR ONE EXTENSION = 0.89 yd ³					
NOTE: WHERE EXTENSION IS USED WITH CONCRETE PAVEMENT ADD 27 LBS OF STEEL FOR BARS "M".					

W-2'-6"			BILL OF REINFORCING STEEL FOR 1-5'-0" INLET																							
H		BAR "A" L = 4'-2" #4 @ 9's			BAR "C" L = 5'-8" #4 @ 9's			BAR "5" L = 5'-8" #4 @ 12's			BAR "D" L = 5'-8" #4 @ 12's			BAR "J" L=9'-8" L=2'-3" #6			BAR "B" #4 @ 9's			BAR "K" #4 @ 9's			* TOTAL STEEL			TOTAL CONC.
		NO.	lbs	yd.	NO.	lbs	yd.	NO.	lbs	yd.	NO.	lbs	yd.	NO.	lbs	yd.	NO.	lbs	yd.	NO.	lbs	yd.	NO.	lbs	yd.	
3'-6"	6	17	7	27	5	19	5	19	5	73	4	6	3	10'-0"	7	18	2'-7"	7	12	190	1.95					
4'-0"	6	17	7	27	5	19	7	26	5	73	4	6	4	3'-4"	7	20	3'-1"	7	14	202	2.15					
4'-6"	6	17	7	27	5	19	7	26	5	73	4	6	4	4'-10"	7	23	3'-7"	7	17	207	2.33					
5'-0"	6	17	7	27	5	19	9	34	5	73	4	6	5	5'-4"	7	25	4'-1"	7	19	219	2.42					
5'-6"	6	17	7	27	5	19	9	34	5	73	4	6	5	5'-10"	7	27	4'-7"	7	21	224	2.63					
6'-0"	6	17	7	27	5	19	11	42	5	73	4	6	6	6'-4"	7	30	5'-1"	7	24	238	2.78					
6'-6"	6	17	7	27	5	19	11	42	5	73	4	6	6	6'-10"	7	32	5'-7"	7	26	240	2.94					
7'-0"	6	17	7	27	5	19	13	49	5	73	4	6	7	7'-4"	7	34	6'-1"	7	28	253	3.16					
7'-6"	6	17	7	27	5	19	13	49	5	73	4	6	7	7'-10"	7	37	6'-7"	7	31	257	3.29					

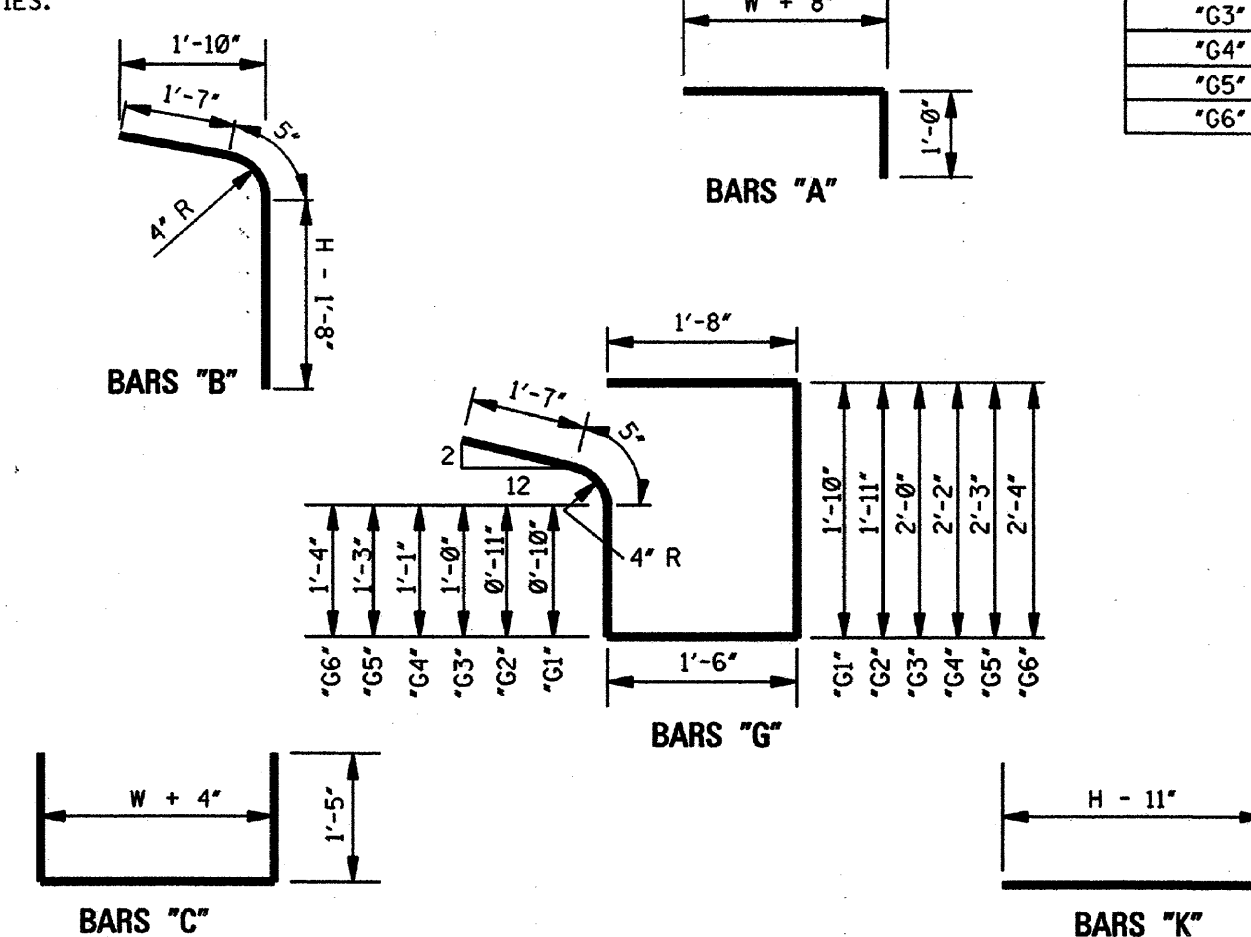
W=3'-0"			BILL OF REINFORCING STEEL FOR 1-5'-0" INLET																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
H	BAR "A" L = 4'-8" #4 @ 9"	BAR "C" L = 6'-2" #4 @ 9"	BAR "C" L = 5'-8" #4 @ 12"	BAR "S" L = 5'-8" #4 @ 12"	BAR "O" L = 5'-8" #4 @ 12"	BAR "F" L=9'-8" #6	BAR "J" L=2'-3" #4	BAR "B" #4 @ 3'	BAR "K" #4 @ 3'	* TOTAL STEEL	TOTAL CYC																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
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W=3'-6"			BILL OF REINFORCING STEEL FOR 1-5'-0" INLET																* TOTAL STEEL	TOTAL CONC.
H	BAR "A" L = 5'-2" #4 @ 9'S	BAR "C" L = 6'-8" #4 @ 9'S	BAR "5" L = 5'-8" #4 @ 12"	BAR "5" L = 5'-8" #4 @ 12"	BAR "8" L = 5'-8" #6	BAR "F" L = 2'-3" #4	BAR "J" L = 2'-3" #4	BAR "B" #4 @ 9'S	BAR "K" #4 @ 9'S	L6TH, NO.	L6TH, NO.	L6TH, NO.	L6TH, NO.	L6TH, NO.						
	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.						lbs					
3'-6"	6	21	7	31	5	19	6	23	5	73	4	6	3'-10"	7	18	2'-7"	7	12	202	2.31
4'-0"	6	21	7	31	5	19	8	30	5	73	4	6	4'-10"	7	20	3'-7"	7	14	214	2.49
4'-6"	6	21	7	31	5	19	8	30	5	73	4	6	4'-10"	7	23	3'-7"	7	17	219	2.66
5'-0"	6	21	7	31	5	19	10	38	5	73	4	6	5'-4"	7	25	4'-1"	7	19	231	2.84
5'-6"	6	21	7	31	5	19	10	38	5	73	4	6	5'-10"	7	27	4'-7"	7	21	236	3.01
6'-0"	6	21	7	31	5	19	12	45	5	73	4	6	6'-4"	7	30	5'-1"	7	24	248	3.19
6'-6"	6	21	7	31	5	19	12	45	5	73	4	6	6'-10"	7	32	5'-7"	7	26	253	3.37
7'-0"	6	21	7	31	5	19	14	53	5	73	4	6	7'-4"	7	34	6'-1"	7	28	265	3.54
7'-6"	6	21	7	31	5	19	14	53	5	73	4	6	7'-10"	7	37	6'-7"	7	31	270	3.72

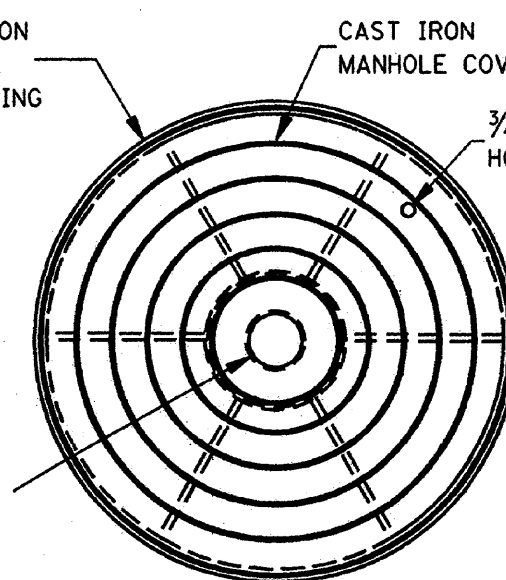
* NOTE: WHERE INLET IS USED WITH CONCRETE PAVEMENT, ADD 73 lbs OF STEEL FOR BARS "M"

GENERAL NOTES:

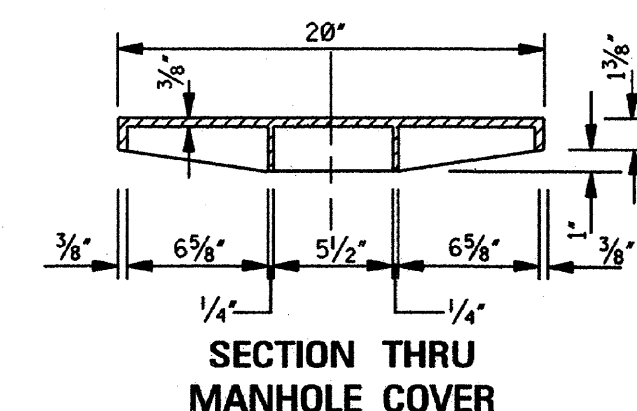
BAR "G" SCHEDULE	
BAR "G"	LENGTH
"G1"	7'-10"
"G2"	8'-0"
"G3"	8'-2"
"G4"	8'-5"
"G5"	8'-8"
"G6"	8'-10"



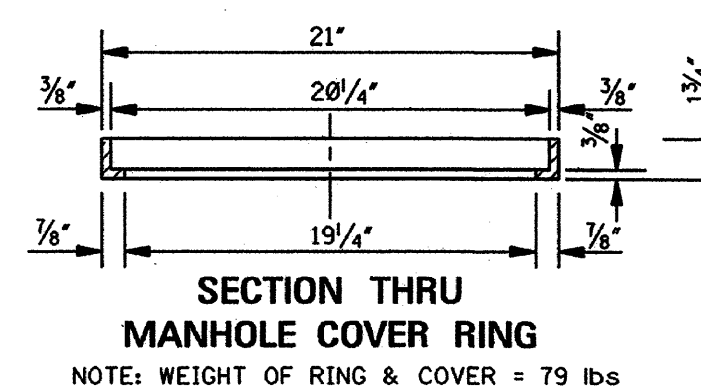
BAR DETAILS



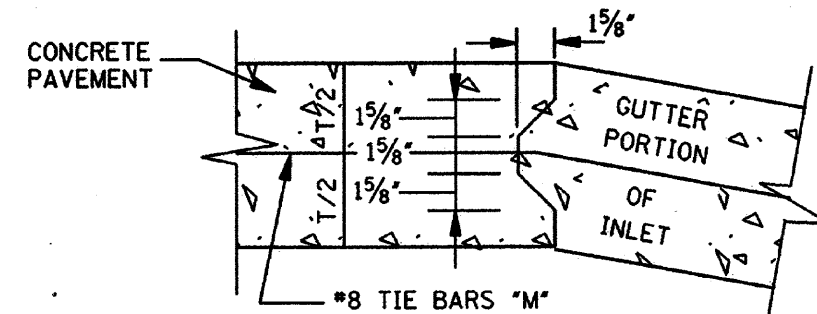
PLAN



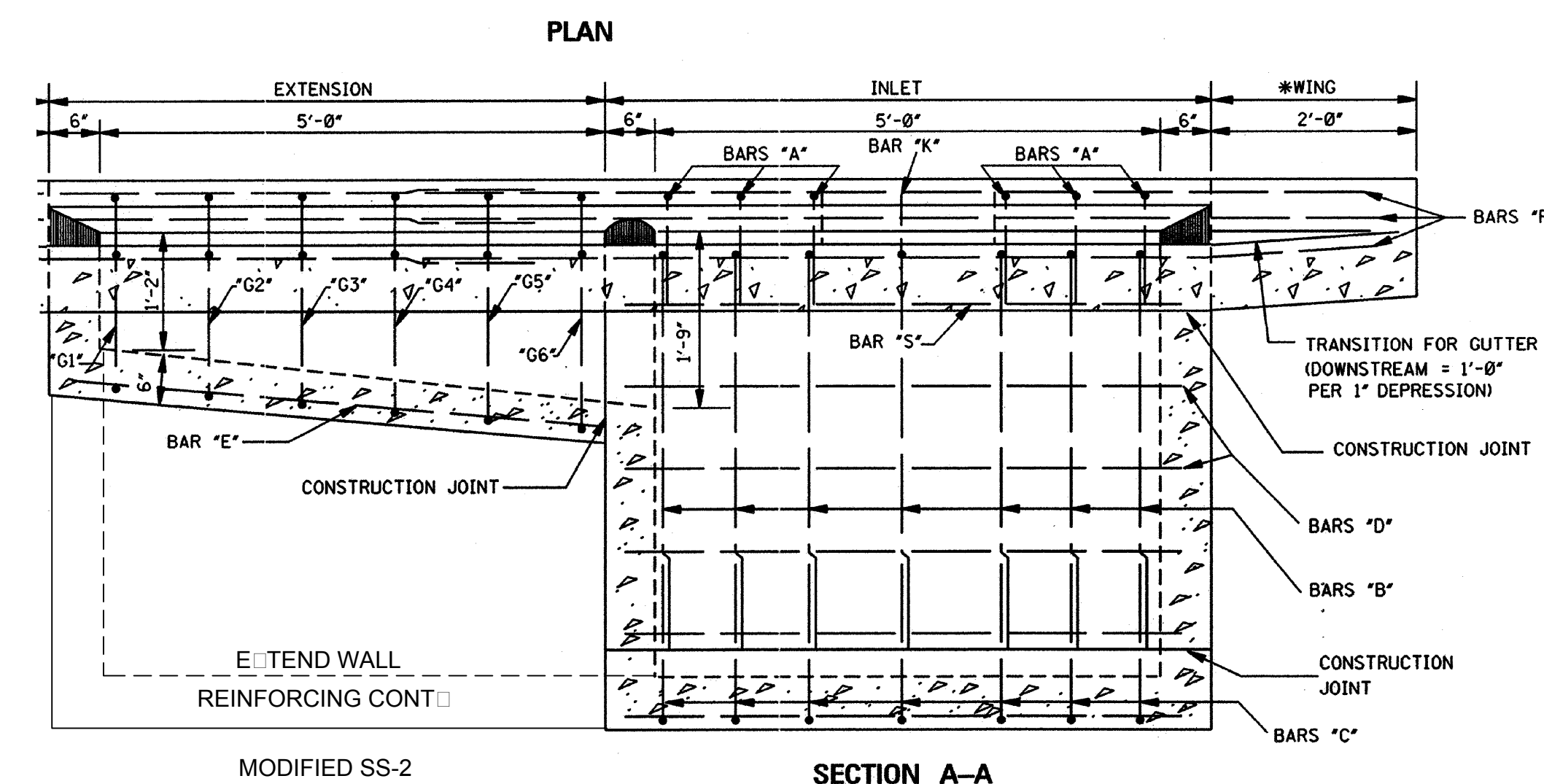
SECTION THRU
MANHOLE COVER



**SECTION THRU
MANHOLE COVER RING**
NOTE: WEIGHT OF RING & COVER = 79 lbs.



DETAIL OF KEYED CONSTRUCTION JOINTS
NOTE: FIELD BEND BARS "L"
TO CENTER OF GUTTER SECTION



NOTICE TO DRAWING HOLDER

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				SURVEYED BY:	
				DSGN: RB	DATE: 08/2019
				DRWN: MLJ	DATE: 08/2019
				CHKD:	DATE:
				QA/QC:	DATE:

HARDY STREET AND CONCAR STREET DRAINAGE AND SIDEWALK IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

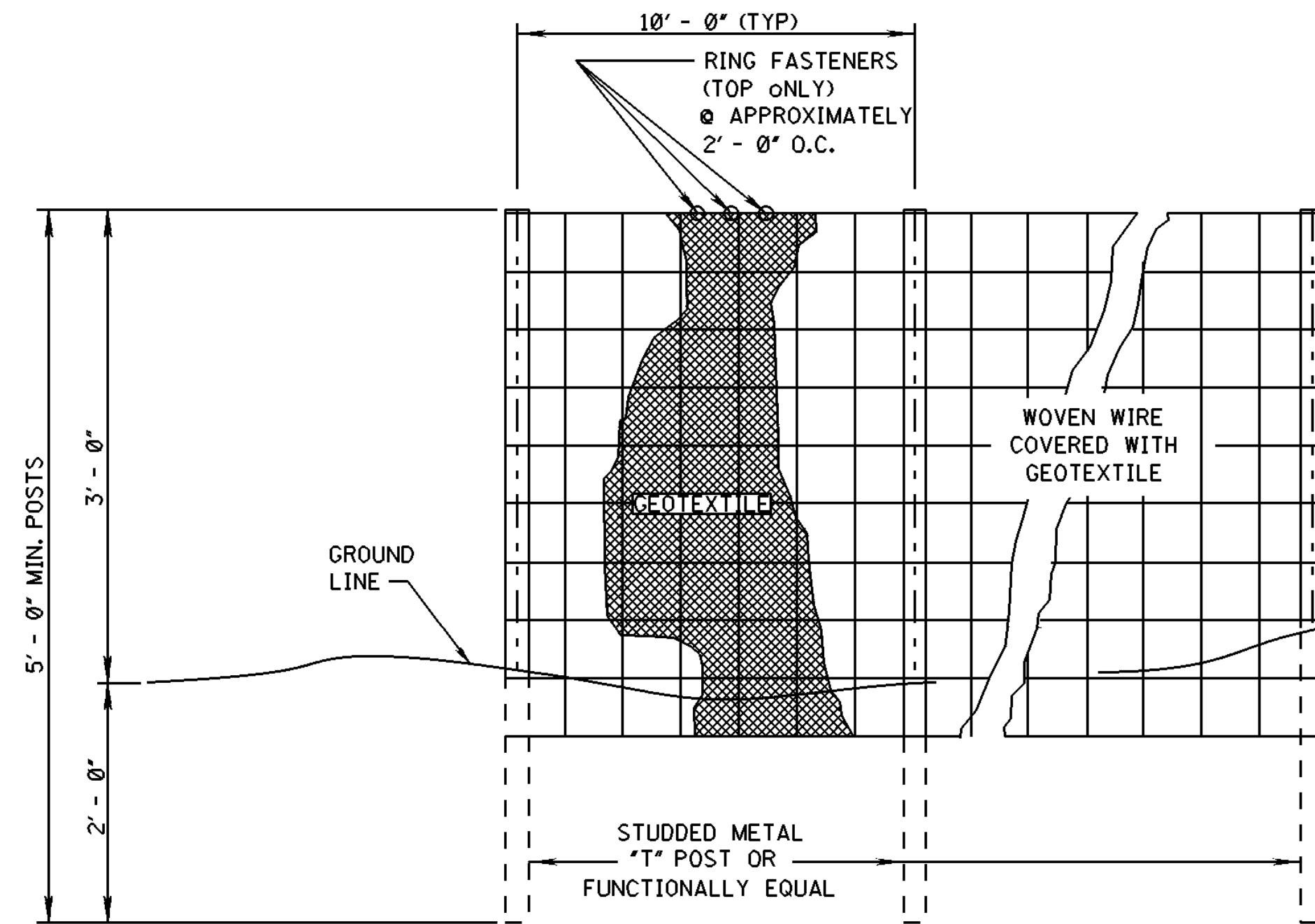


STORM SEWER DETAILS

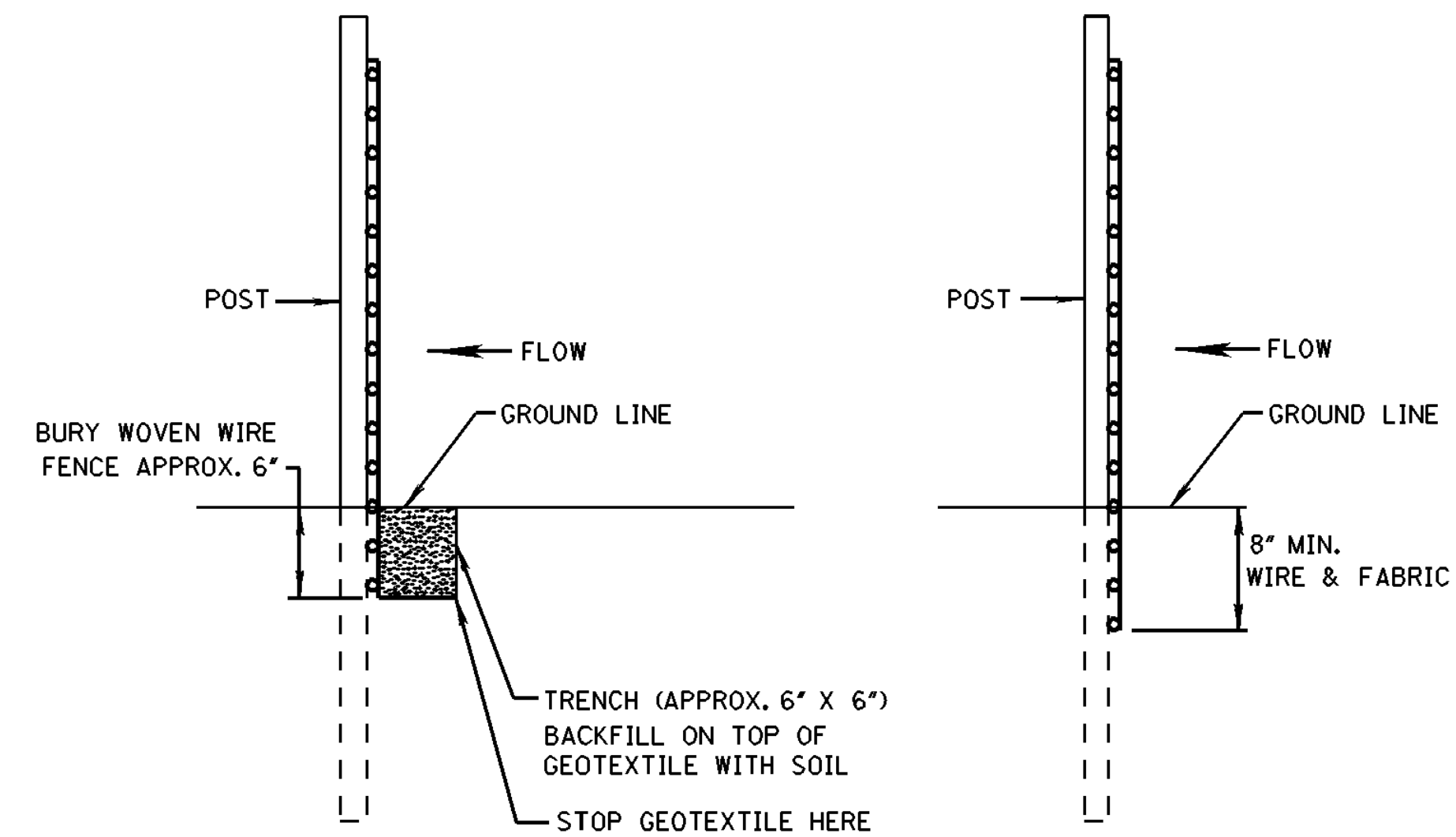
SS-2 CURB INLET

WORKING NUMBER:
SS-2

DRAWING NUMBER:
1



ELEVATION VIEW

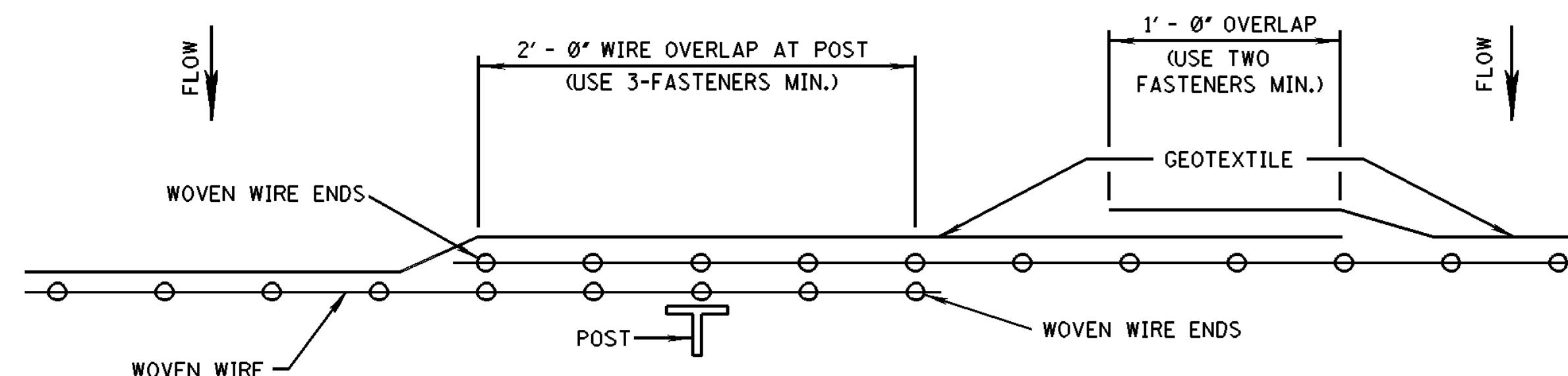


METHOD I

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
REQUIRED LAPPING

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HARDY STREET AND CONCERT STREET DRAINAGE
AND SIDEWALK IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



SILT FENCE DETAILS

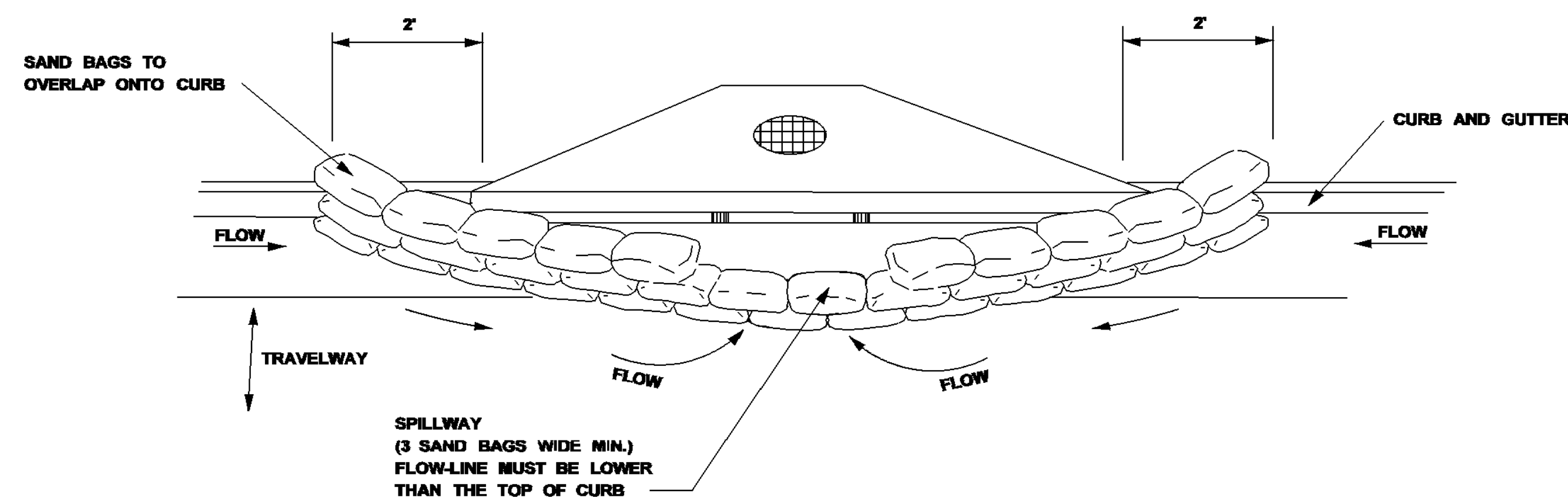
WORKING NUMBER: EC-1
DRAWING NUMBER: 2

A cross-sectional diagram of a wattle structure. A circular wattle, labeled "WATTLE 12\"", is shown with a pattern of interlocking loops. It is supported by a vertical "WOOD STAKE". The wattle is anchored into a substrate, labeled "ANCHOR THROUGH NETTING WITHOUT DAMAGE (TYP.)". The substrate has a hatched pattern. A horizontal arrow labeled "FLOW" indicates the direction of water flow. Dimensions are given: "12\"" for the wattle height and "1.5' MIN." for the minimum depth of the anchor.

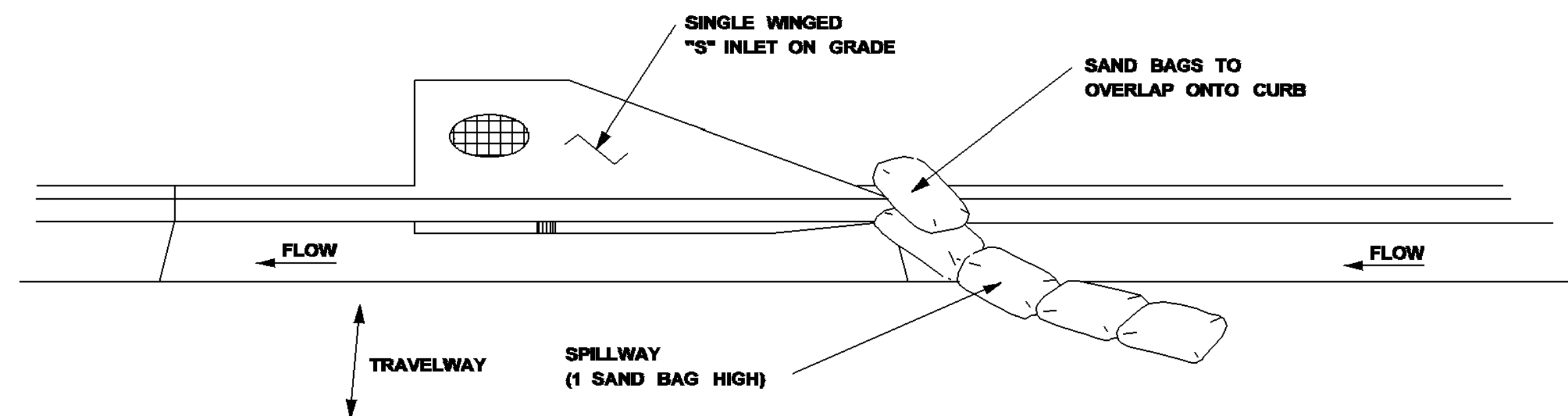
The diagram illustrates a cross-section of a wattle structure. It consists of three vertical wooden stakes driven into a substrate. Two overlapping oval shapes, representing the wattle netting, are shown. A line points to the top of the wattle with the label "WATTLE 12\"". Another line points to the netting with the label "WOOD STAKE". A third line points to the netting with the label "ANCHOR THROUGH NETTING WITHOUT DAMAGE (TYP.)". A horizontal arrow on the left indicates the direction of "FLOW". A vertical dimension line on the right indicates a minimum depth of "1.5' MIN." for the stakes in the substrate.

1. ANCHORING STAKES SHALL BE SIZED, SPACED, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE WATTLE. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET.
2. OVERLAP ENDS OF WATTLES PER MANUFACTURERS RECOMMENDATIONS (1" MIN., 3" MAX.).
3. TRENCING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.

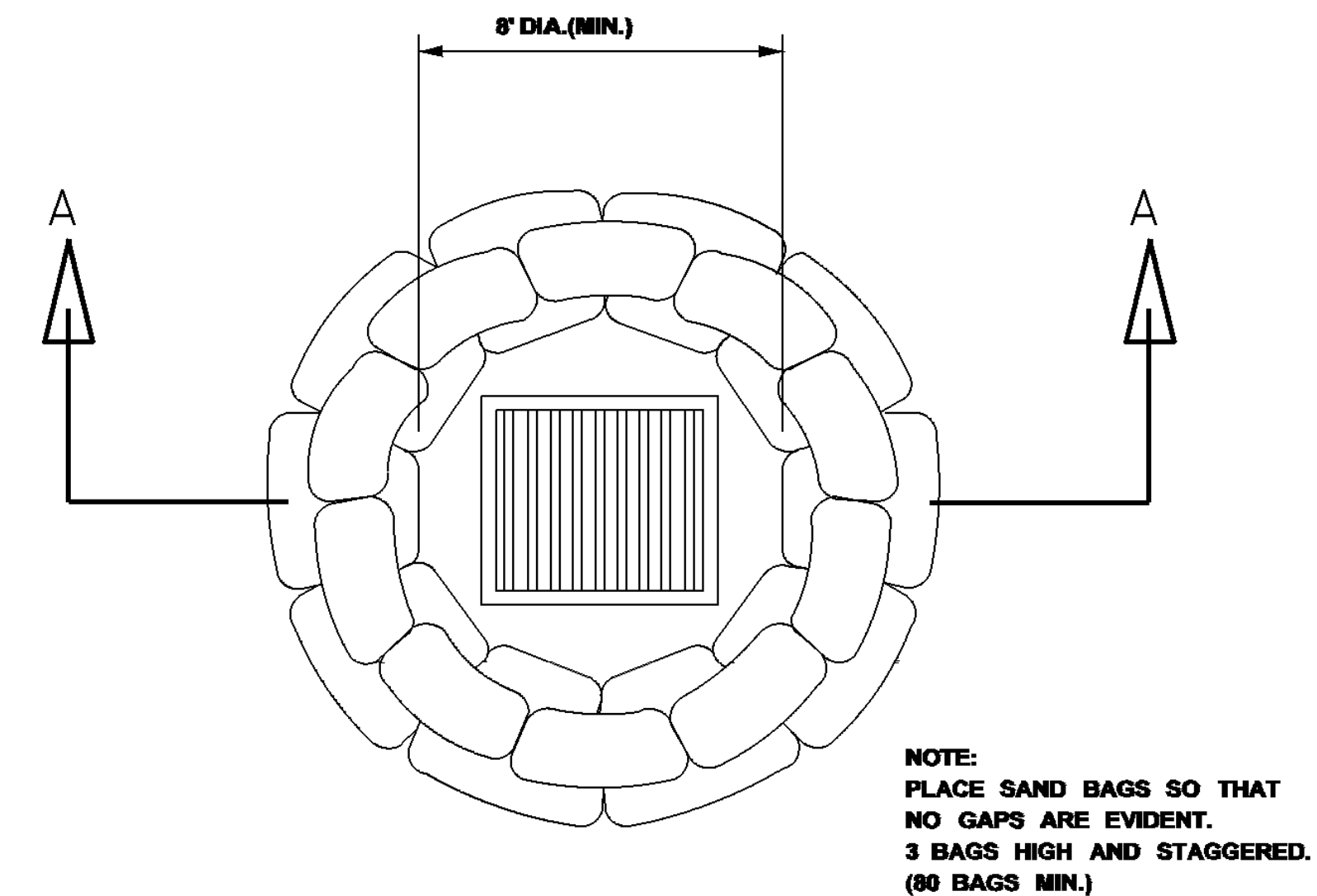
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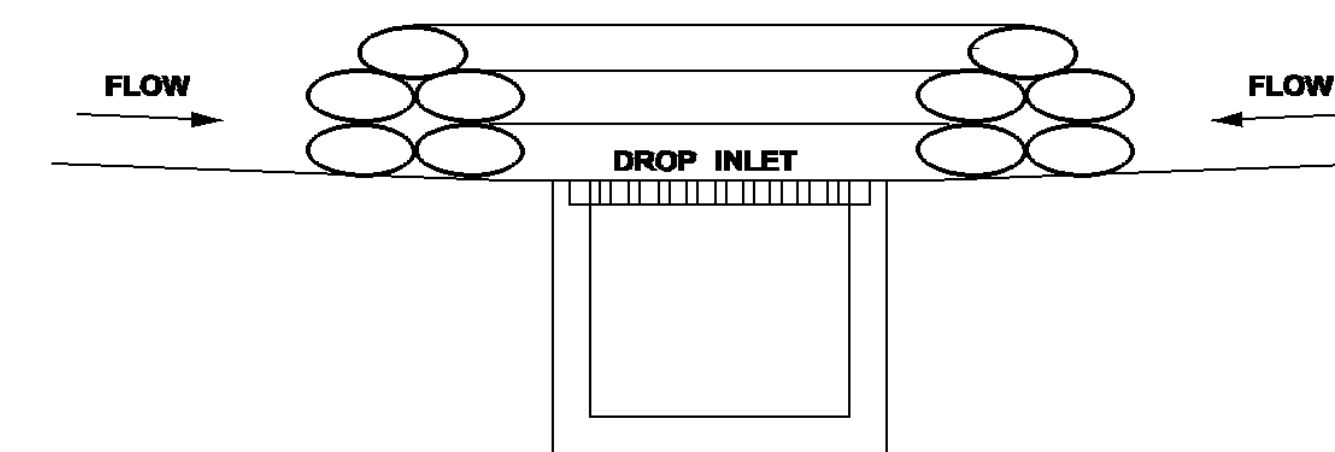
TYPICAL (SAND BAG) PROTECTION FOR INLET IN SAG



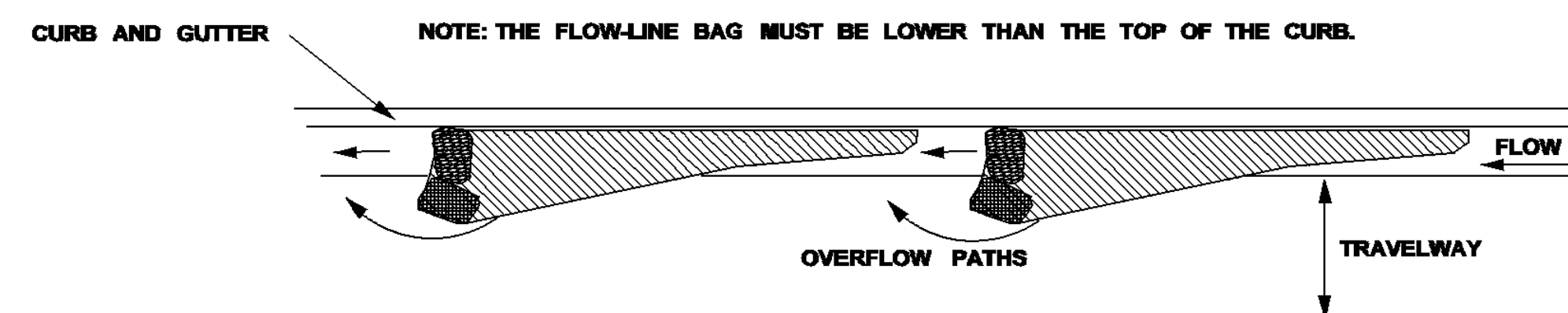
TYPICAL (SAND BAG) PROTECTION FOR INLET ON GRADE



DROP INLET
PLAN VIEW



SECTION A-A
SAND BAG BARRIER



CURB AND GUTTER SEDIMENT
CONTAINMENT SYSTEM

CURB INLET PROTECTION NOTES:

1. THIS CURB INLET PROTECTION METHOD CAN BE USED DURING ANY STAGE OF BASE AND PAVEMENT CONSTRUCTION.
2. BAG HEIGHT AND NUMBER OF BAGS SHOULD BE BASED ON CURB HEIGHT AND USE OF TRAVELWAY.
3. SEDIMENT SHOULD BE CONTROLLED PRIOR TO ENTERING GUTTER. GUTTER CHECKS AND INLET PROTECTION ARE FOR SECONDARY CONTROL.
4. REMOVE ACCUMULATED SEDIMENT AFTER EVERY RAINFALL. SWEEP SEDIMENT FROM HARD SURFACES AND DISPOSE OF APPROPRIATELY AWAY FROM INLETS AND/OR WATER BODIES.
5. IF DENUDED AREAS EXIST BEHIND THE INLET, A SEDIMENT BARRIER SHOULD BE INSTALLED AROUND ITS PERIMETER TO CONTROL SEDIMENT.

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**HARDY STREET AND CONCERT STREET DRAINAGE
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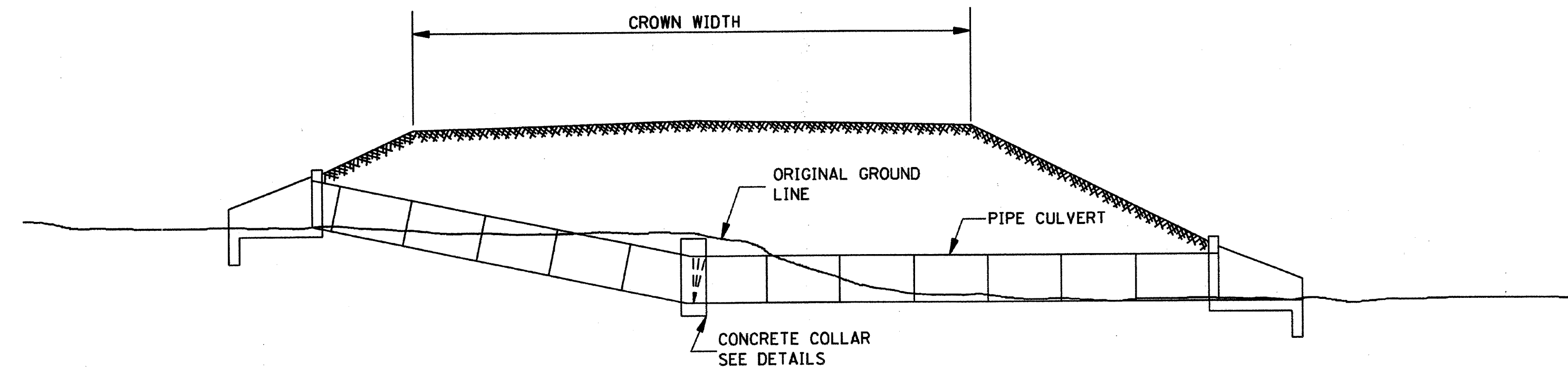
**CITY OF HATTIESBURG
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NEEL-SCHAFER
Solutions you can build upon

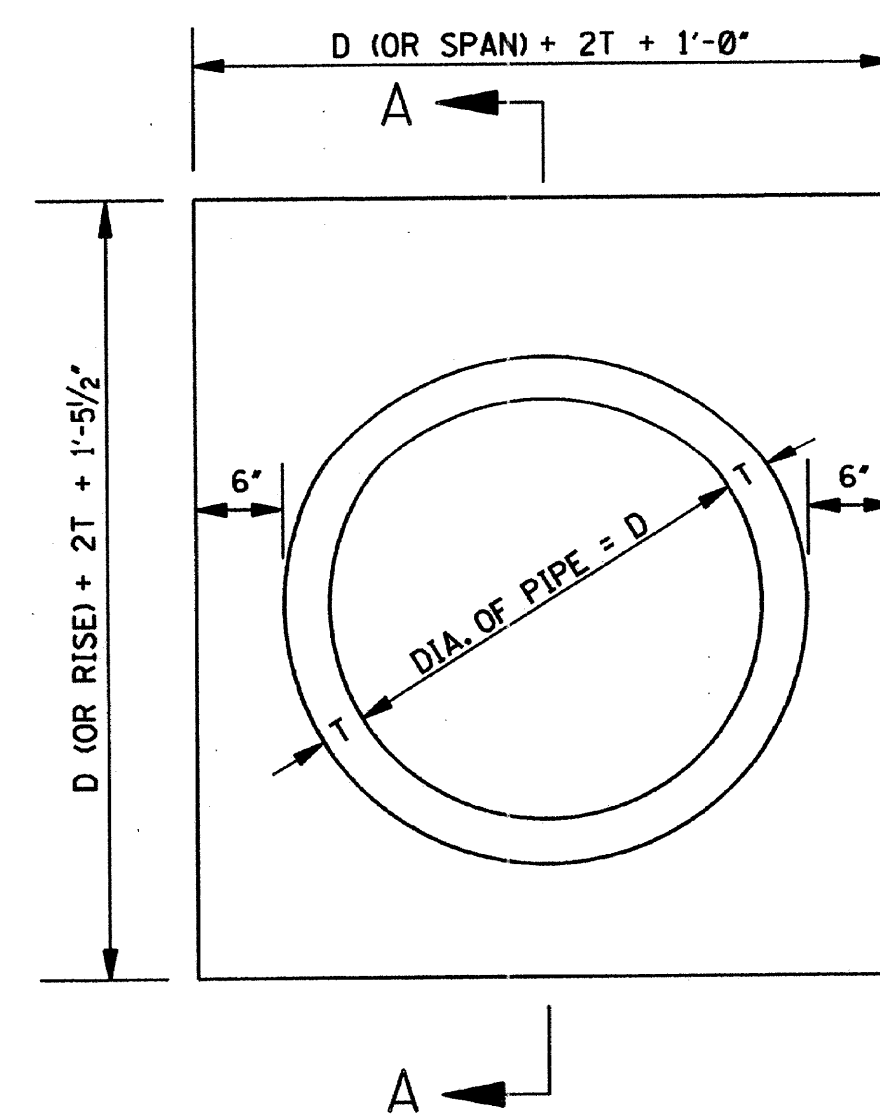
SANDBAG DETAILS

WORKING NUMBER:
EC-3

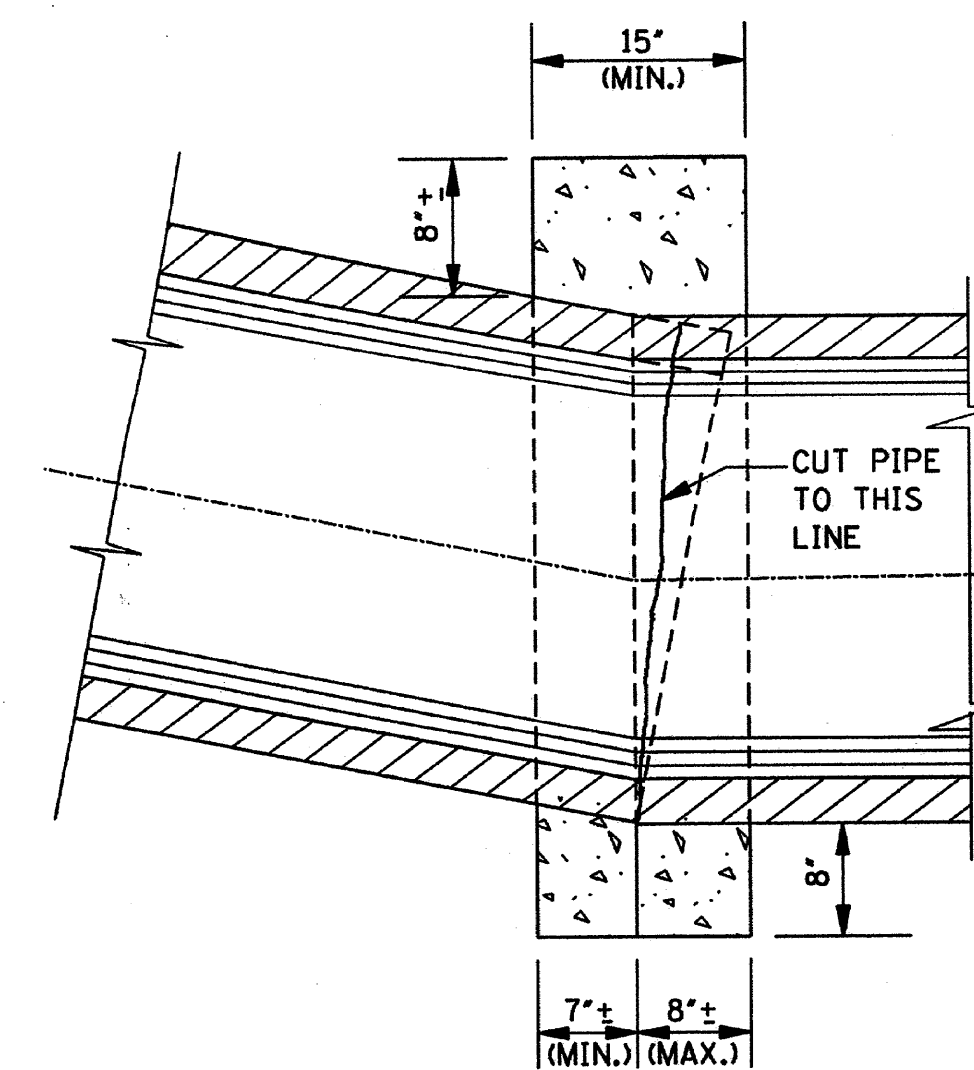
DRAWING NUMBER:
22



TYPICAL INSTALLATION FOR PIPE CULVERT WITH BROKEN FLOW LINE



ELEVATION OF CONCRETE COLLAR
NOTE: CIRCULAR PIPE IS SHOWN, ARCH PIPE IS SIMILAR.



SECTION A-A

QUANTITIES FOR CONCRETE COLLAR FOR PIPE CULVERTS			
CIRCULAR PIPE		ARCH PIPE	
DIA. OF PIPE	CLASS "B" CONCRETE (yd ³)	SIZE OF PIPE	CLASS "B" CONCRETE (yd ³)
12"	0.240	18 x 11	0.280
15"	0.260	22 x 13	0.310
18"	0.320	29 x 18	0.410
24"	0.410	36 x 23	0.490
30"	0.510	44 x 27	0.600
36"	0.620	51 x 31	0.690
42"	0.730	58 x 36	0.820
48"	0.850	65 x 40	0.920
54"	0.980	73 x 45	1.070
60"	1.110	88 x 54	1.366
66"	1.248		
72"	1.393		

NOTICE TO DRAWING HOLDER

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REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	

N-S PROJECT NO.: 15360
FILENAME: 15276_Standard.dwg
SCALE:
SURVEYED BY:
DSGN: RB DATE: 08/2019
DRWN: MLJ DATE: 08/2019
CHKD: DATE:
QA/QC: DATE:

HARDY STREET AND CONCAR STREET DRAINAGE
AND SIDEWALK IMPROVEMENTS

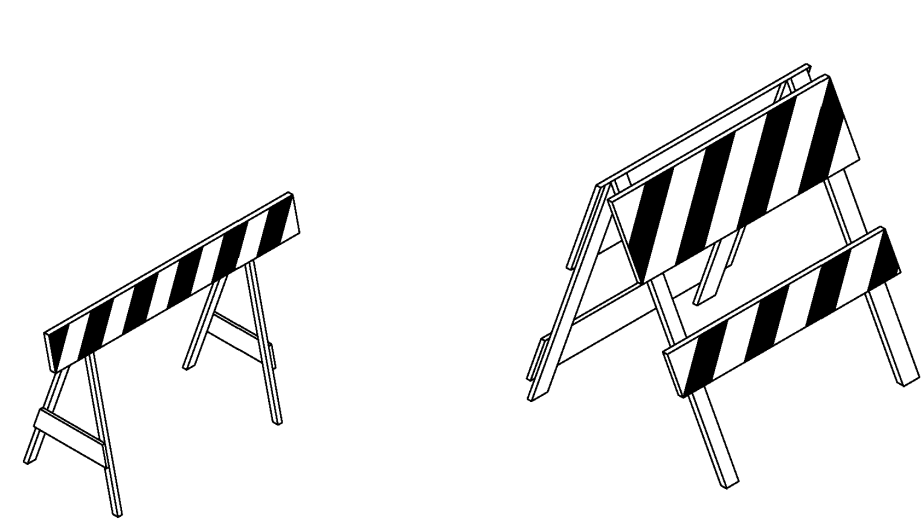
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



PIPE COLLAR DETAILS

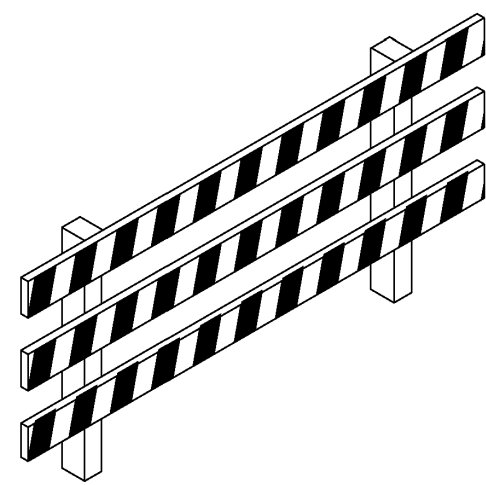
WORKING NUMBER:
PC-1

DRAWING NUMBER:
23

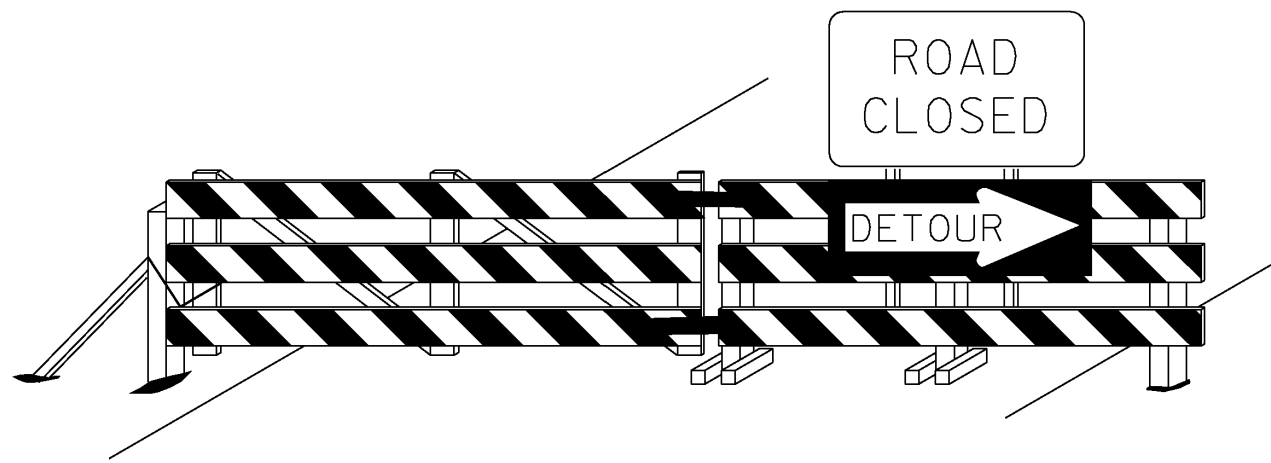


TYPE I

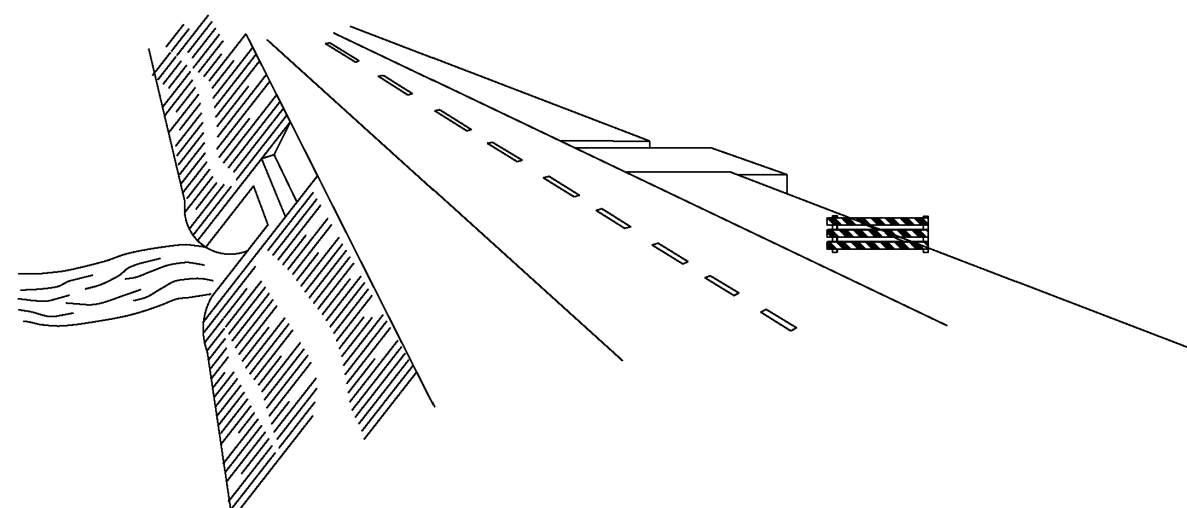
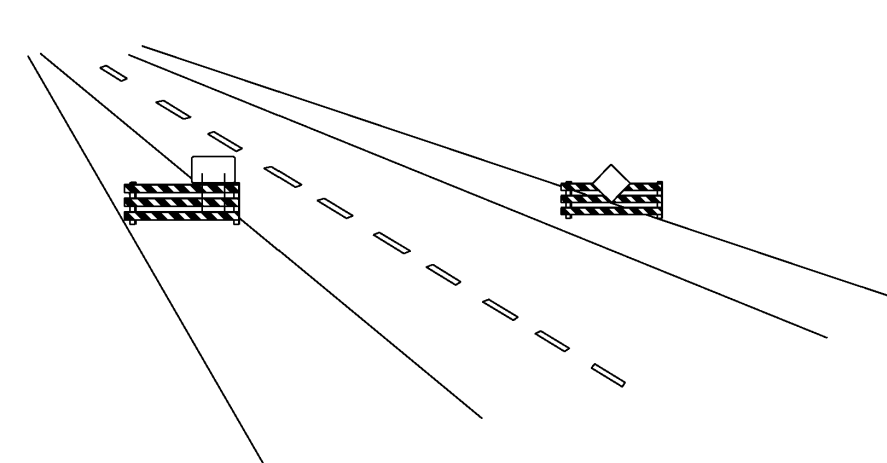
TYPE II



TYPE III



BARRICADE CLOSING A ROAD



STANDARD BARRICADES

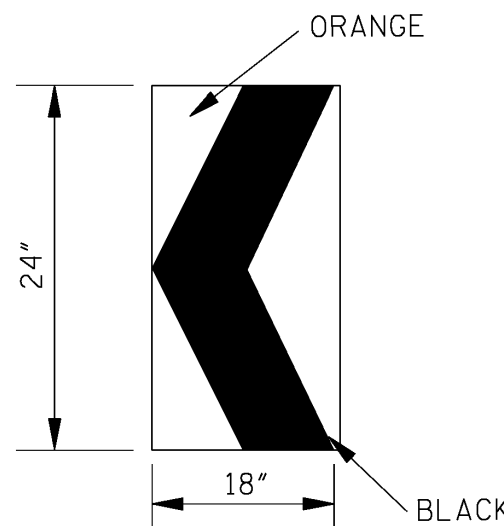
1. A TYPE I BARRICADE CONSISTS OF ONE (1) HORIZONTAL RAIL SUPPORTED BY A DEMOUNTABLE FRAME OR A LIGHT "A" FRAME. A TYPE I BARRICADE NORMALLY WOULD BE USED ON CONVENTIONAL ROADS OR URBAN STREETS AND ARTERIALS.
2. A TYPE II BARRICADE CONSISTS OF TWO (2) HORIZONTAL RAILS ON A LIGHT "A" FRAME. TYPE II BARRICADES ARE INTENDED FOR USE ON EXPRESSWAYS AND FREEWAYS AND OTHER HIGH-SPEED ROADWAYS.
3. TYPE I AND TYPE II BARRICADES ARE INTENDED FOR USE WHERE THE HAZARD IS RELATIVELY SMALL AS, FOR EXAMPLE, ON CITY STREETS, OR FOR THE MORE OR LESS CONTINUOUS DELIMITING OF A RESTRICTED ROADWAY, OR FOR TEMPORARY DAYTIME USE.
4. A TYPE III BARRICADE CONSISTS OF THREE (3) HORIZONTAL RAILS SUPPORTED BY FIXED POSTS, A RIGID SKID, A HEAVY DEMOUNTABLE FRAME OR A HEAVY, HINGED "A" FRAME.
5. TYPE III BARRICADES ARE INTENDED FOR USE ON CONSTRUCTION AND MAINTENANCE PROJECTS AS WING BARRICADES AND AT ROAD CLOSURES, WHERE THEY MUST REMAIN IN PLACE FOR EXTENDED PERIODS.
6. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
7. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.
8. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.

BARRICADE CHARACTERISTICS

	I	II	III
WIDTH OF RAIL **	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL **	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF REFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS
TYPE OF FRAME	LIGHT	LIGHT "A" FRAME	POST OR SKID

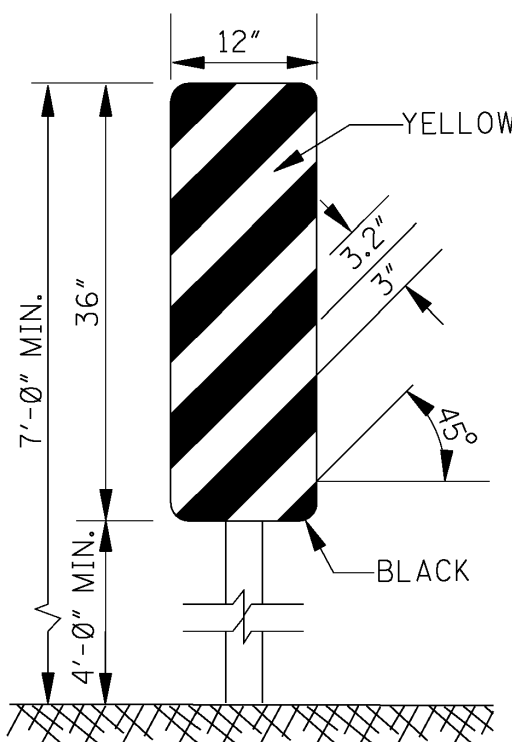
* 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.

** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 in² OF REFLECTIVE AREA FACING TRAFFIC.



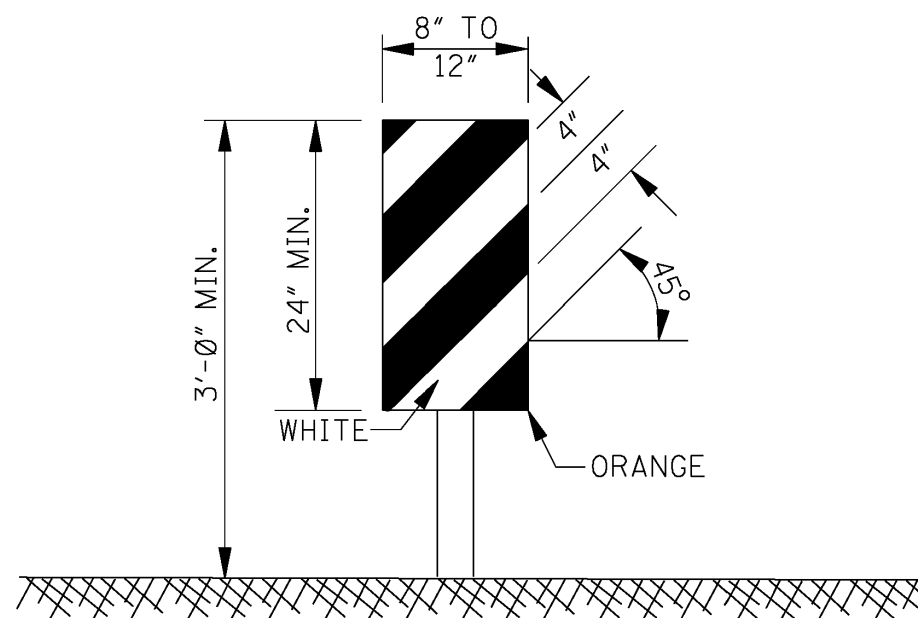
CHEVRON SIGN
DETAIL

1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
2. THE CHEVRON SIGN SHALL BE MOUNTED ON FIXED POST OR RIGID SKID.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHALL BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.



TYPE 3 OBJECT MARKER
(OM-3R)

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.



VERTICAL PANEL

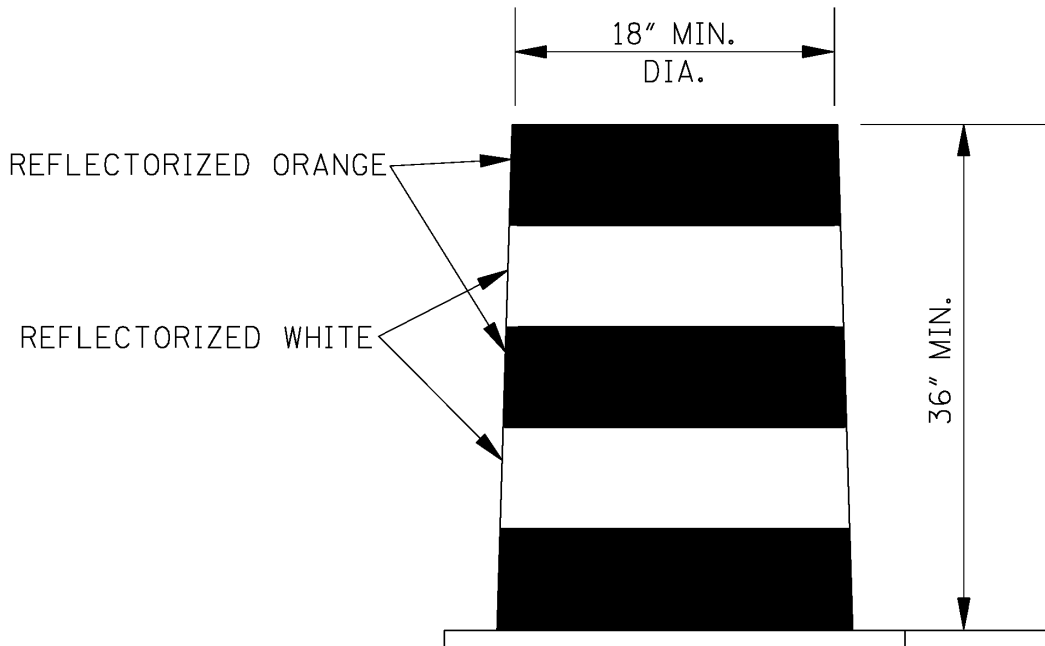
1. VERTICAL PANELS CONSIST OF AT LEAST ONE PANEL 8" TO 12" IN WIDTH AND A MINIMUM OF 24" IN HEIGHT.
2. THE DIAGONAL STRIPES SHALL SLOPE DOWNWARD IN THE DIRECTION THAT TRAFFIC IS TO PASS THE PANEL. THE PANELS SHALL BE MOUNTED WITH THE TOP A MINIMUM OF 36" ABOVE THE ROADWAY ON A SINGLE LIGHTMASS POST.
3. VERTICAL PANELS USED ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH-SPEED ROADWAYS SHALL HAVE A MINIMUM OF 270 in² OF RETROREFLECTIVE AREA FACING TRAFFIC.
4. FOR TWO-WAY TRAFFIC OPERATIONS, BACK-TO-BACK PANELS SHALL BE USED.

GENERAL NOTES:

1. MARKINGS ON ALL DEVICES SHOWN ON THIS SHEET SHALL BE HIGH INTENSITY REFLECTIVE SHEETING.
2. THE TRAFFIC CONTROL PLAN WILL LIST THE VARIOUS TRAFFIC CONTROL DEVICES REQUIRED FOR EACH PROJECT.

WING BARRICADES

1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.
2. WING BARRICADES SHOULD BE USED:
 - A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
 - B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.



PLASTIC DRUM STRIPING DETAIL

1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) REFLECTORIZED, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.
2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
3. WHERE PRACTICAL PLASTIC DRUMS SHALL BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

NOTICE TO DRAWING HOLDER

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				SURVEYED BY:	
				DSGN: RB	DATE: 08/2019
				DRWN: MLJ	DATE: 08/2019
				CHKD:	DATE:
				QA/QC:	DATE:

HARDY STREET AND CONCAR STREET DRAINAGE
AND SIDEWALK IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

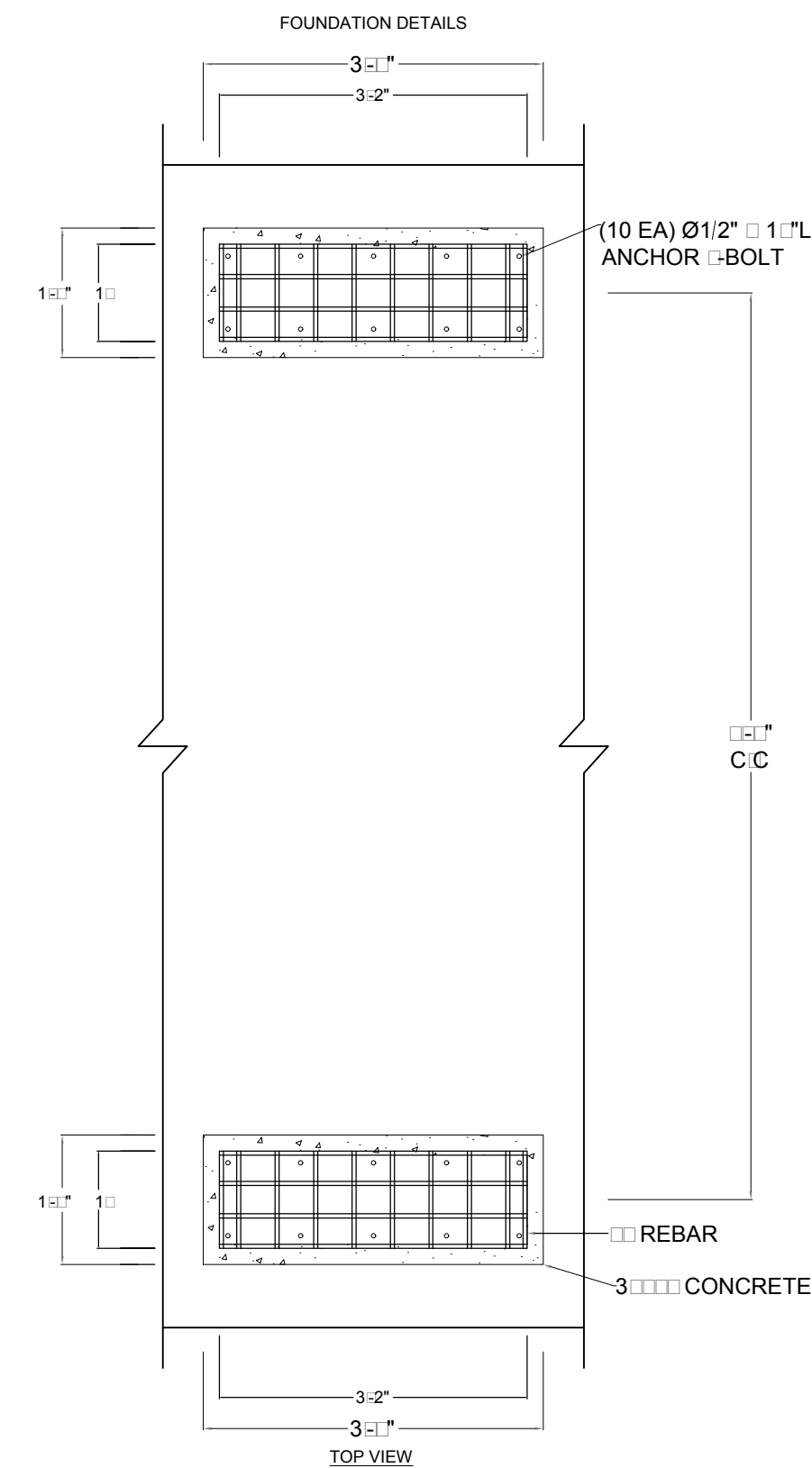
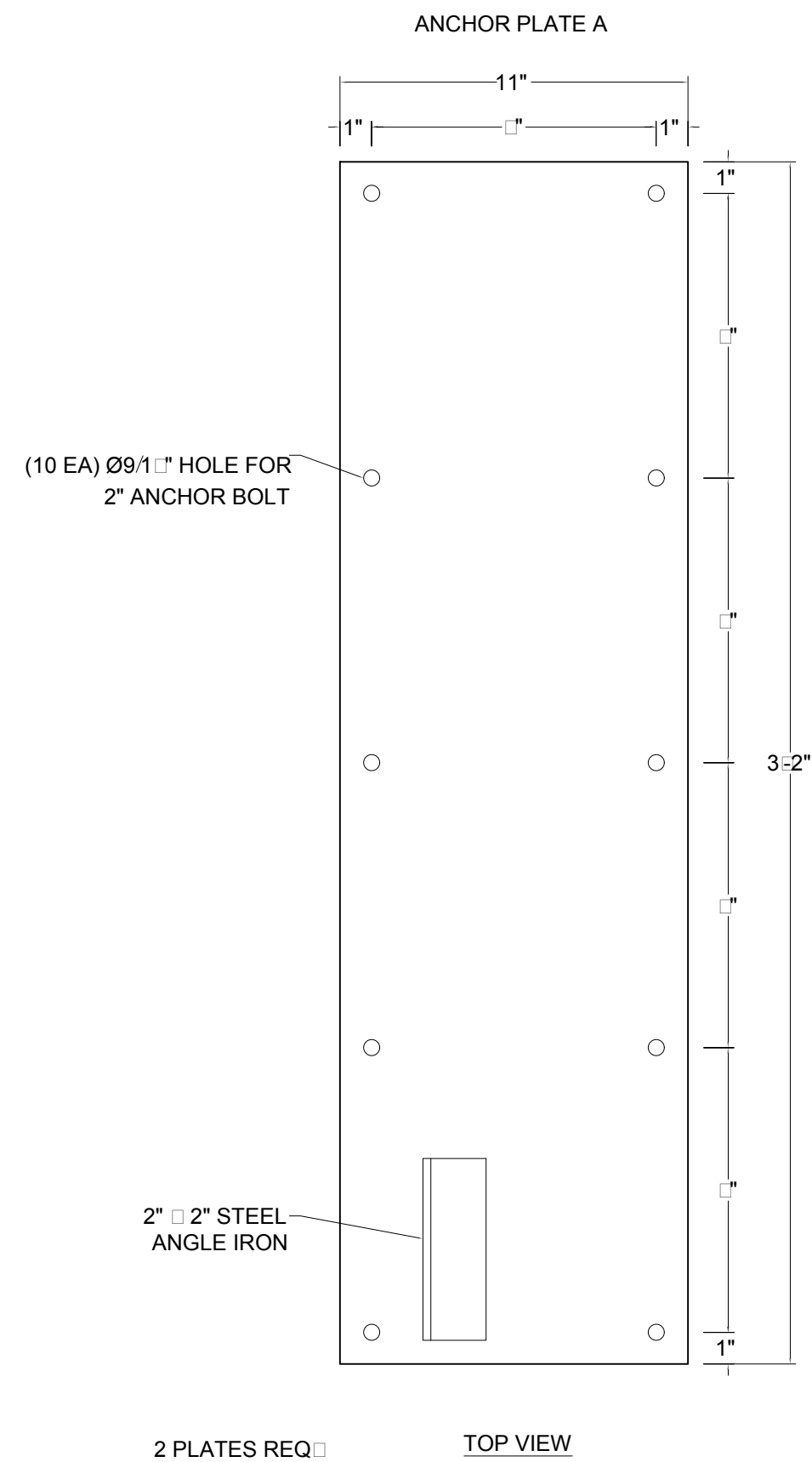
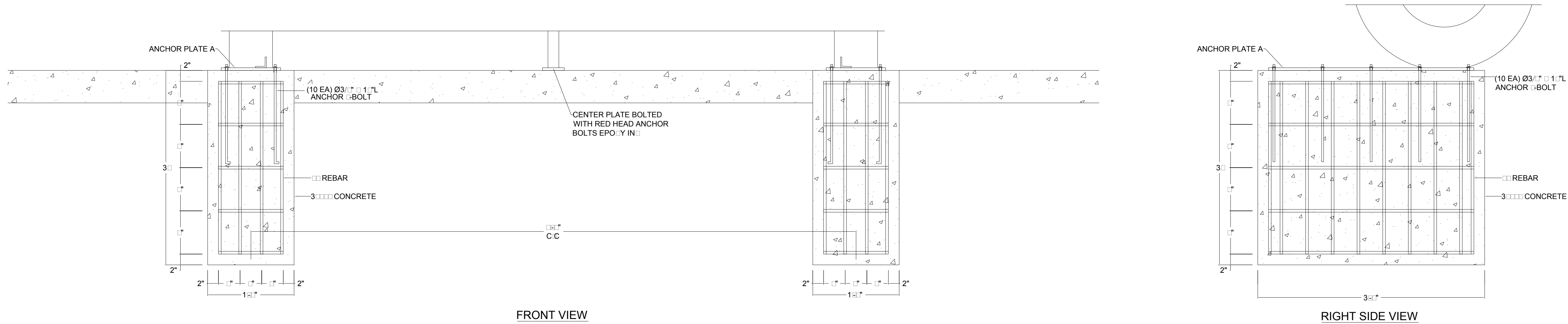


TRAFFIC CONTROL SIGN AND
BARRICADE DETAILS

WORKING NUMBER:
TCP-3

DRAWING NUMBER:
2

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- NOTES:
1. CONTRACTOR SHALL COORDINATE WITH MUNN SIGNS ON ANCHOR BOLTS AND STEEL PLATE INSTALLATION.
 2. BUS STOP INSTALLED BY OTHERS.
 3. CONCRETE, REINFORCEMENT, ANCHOR BOLTS SHALL BE PAID FOR AS CLASS B STRUCTURAL CONCRETE, MINOR STRUCTURES.

NOTICE TO DRAWING HOLDER

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HARDY STREET AND CONCERT STREET DRAINAGE AND SIDEWALK IMPROVEMENTS

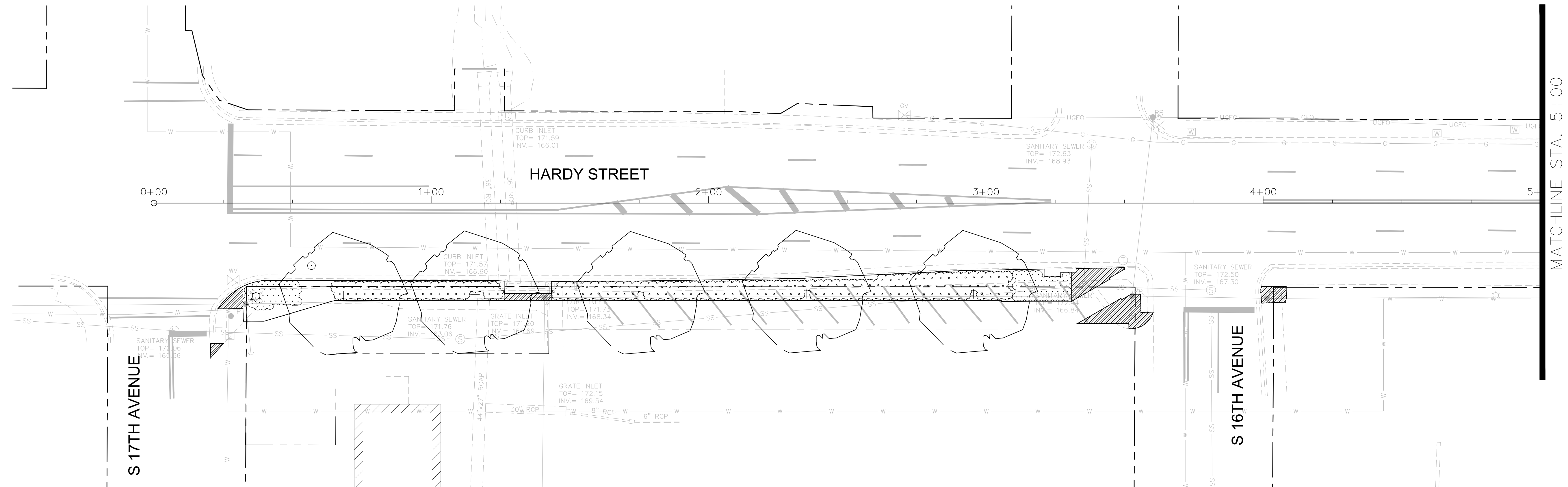
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



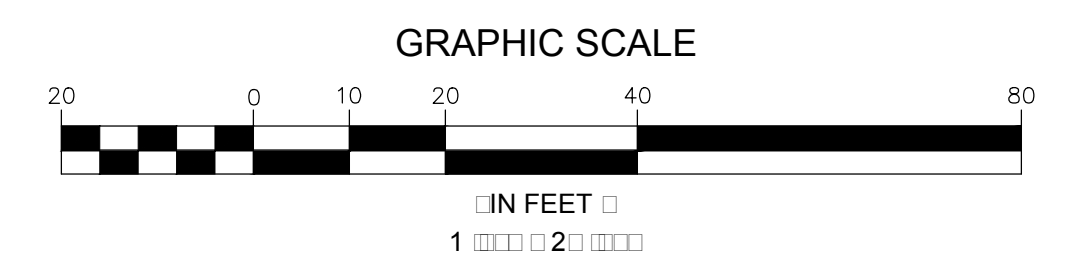
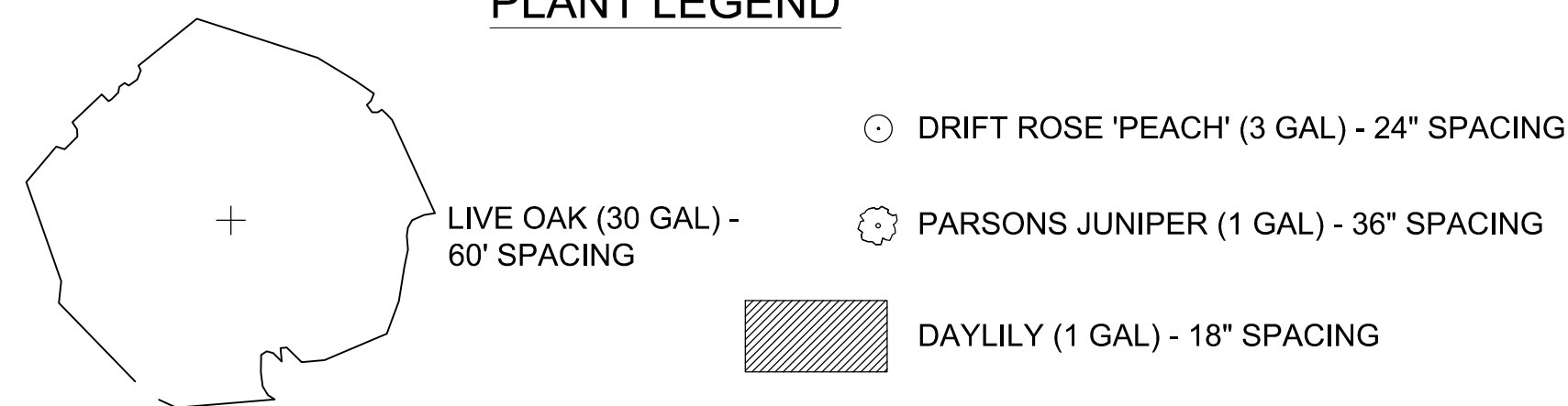
BUS STOP FOUNDATION

WORKING NUMBER:
BSFO-1

DRAWING NUMBER:
2

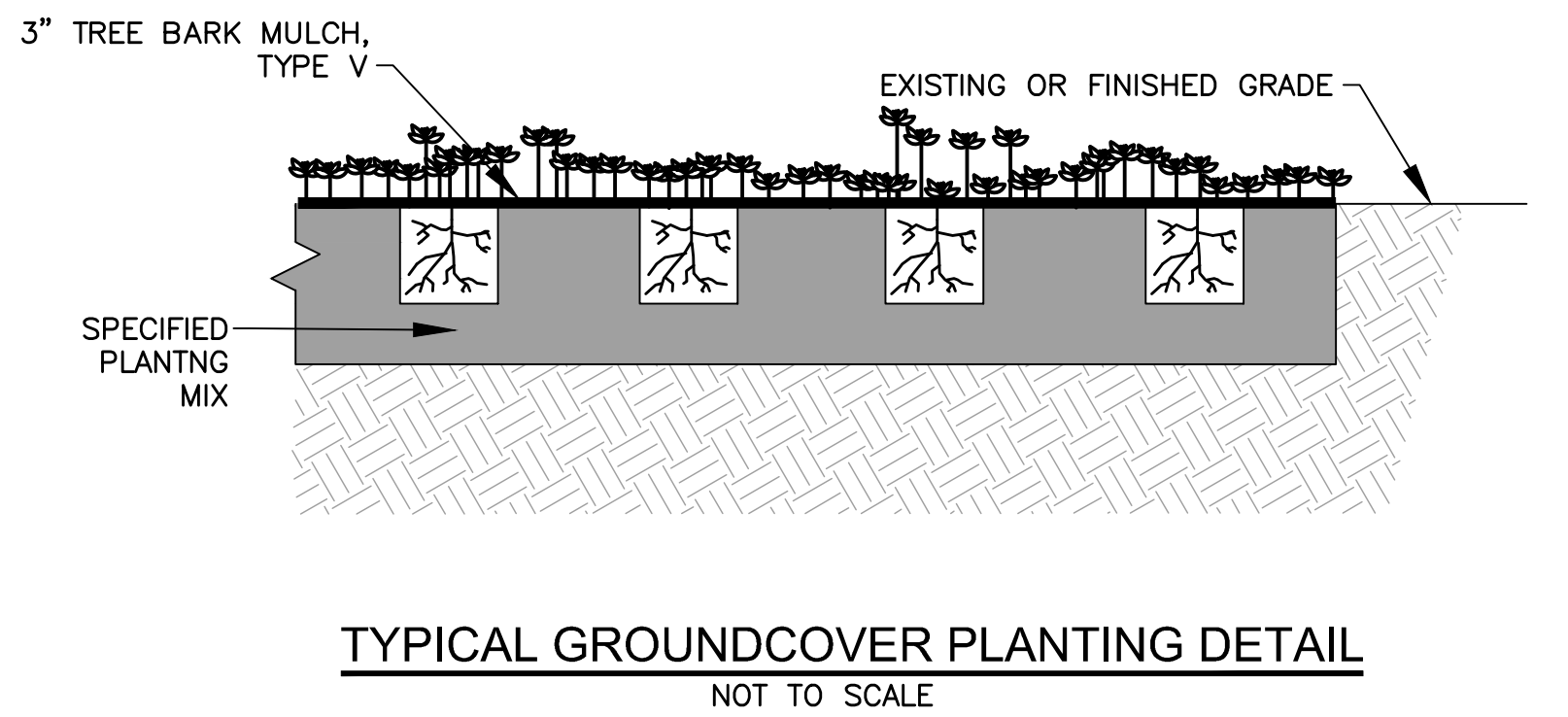
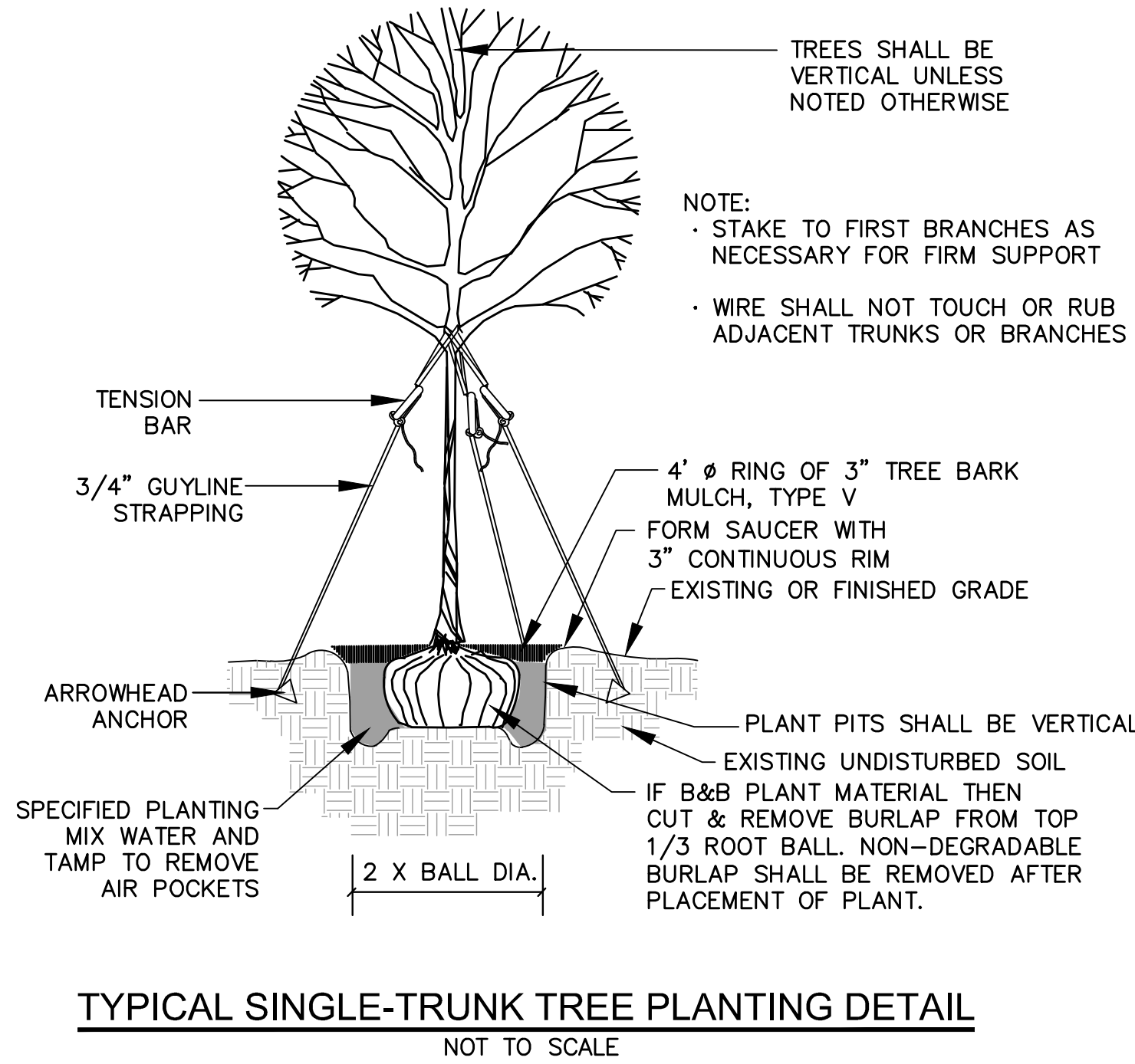
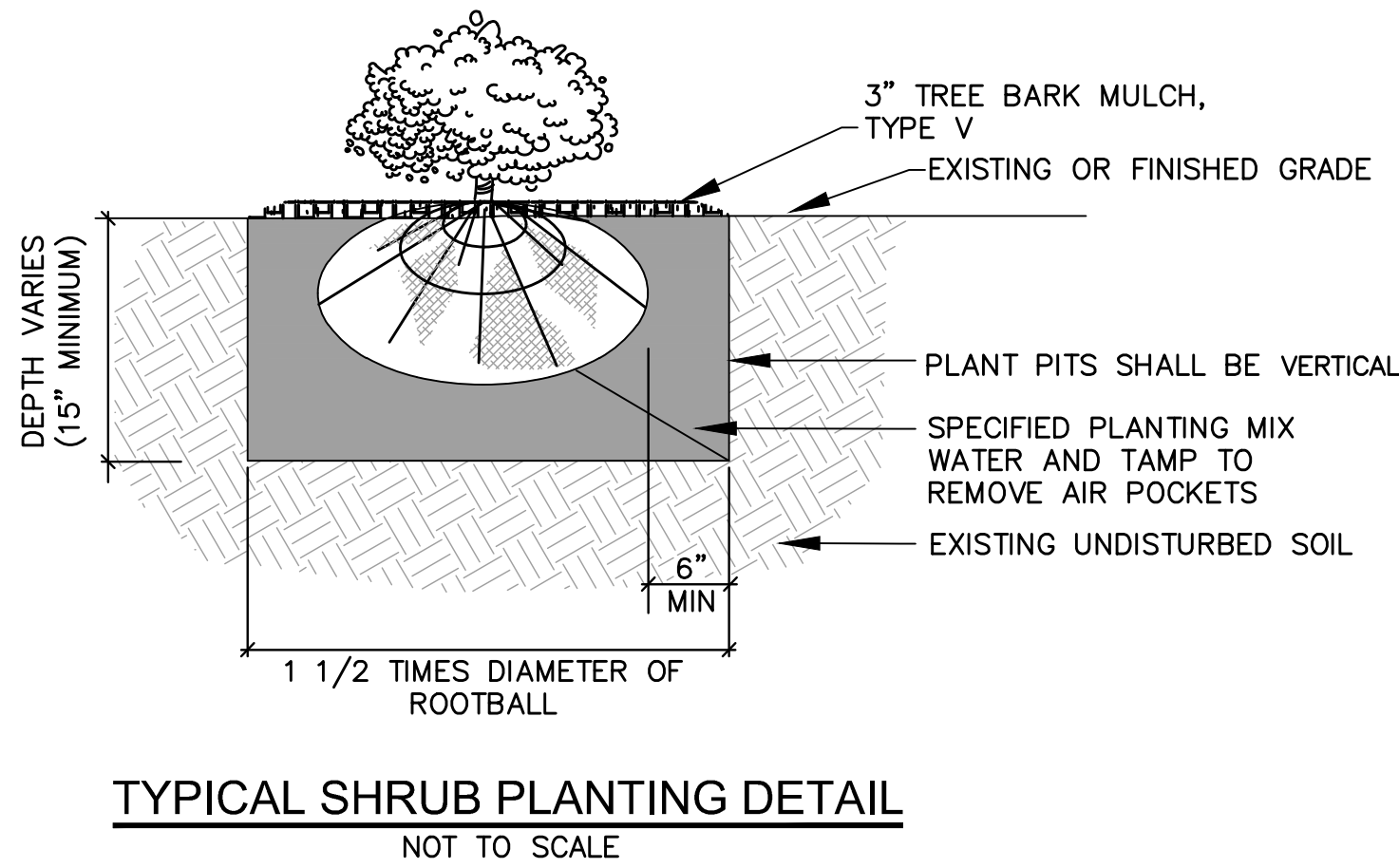
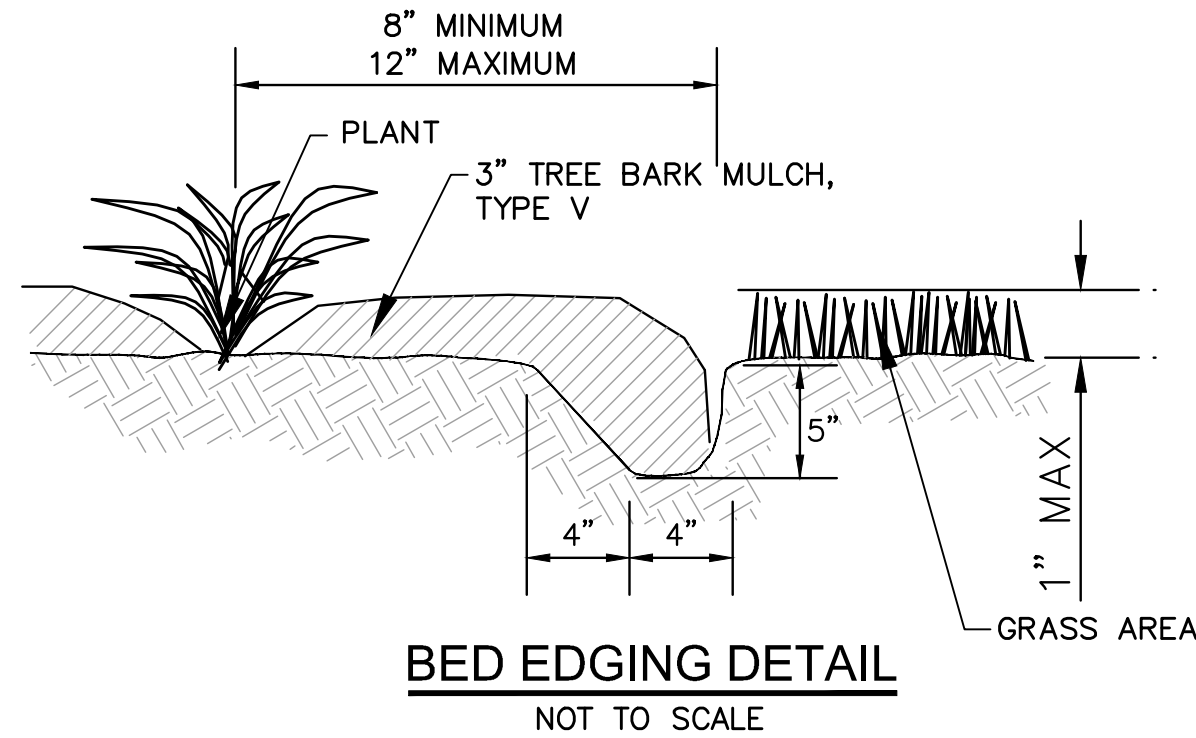


PLANT LEGEND



3/29/2020 10:12 AM c:\p0000\hattiesburg\15360 task 171 Hardy and 17 drough\landscape\combined plan, hards, and concrt\15276_landscape.dwg

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					DRWN: MLJ	DATE: 08/2019		LS-1	2
					CHKD:	DATE:			
					QA/QC:	DATE:			



LANDSCAPE QUANTITIES & VEGETATION SCHEDULE – HARDY STREET								
LANDSCAPE ITEMS		QTY	SIZE/UNIT	SEASONAL APPLICATIONS–DATES & RATES				REQUIREMENTS
				SPRING & SUMMER		FALL & WINTER		
PAY ITEM	ITEMS			RATES	DATES	RATES	DATES	
211–C	TOPSOIL FOR PLANT HOLES, CONTRACTOR FURNISHED	30	CU. YD.	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	3” IN BED PREP AREAS; ANY SOIL BROUGHT TO SITE MUST BE CONSIDERED STERILE AND WEED SEED FREE
216–B	SOLID SOD, CENTIPEDE	20	SQ. YD	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	GROWER CERTIFICATION REQ'D
219–A	WATERING	20	KGAL	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	AS DETERMINED BY CONTRACTOR
230–A	SHRUB PLANTING, DAYLILY, (1) GAL	250	1 GALLON	EACH	BY REQUEST ONLY	EACH	OCTOBER 1 – APRIL 30	FULL & HEALTHY PLANT; 18” OC SPACING
230–A	SHRUB PLANTING, PARSONS JUNIPER, (1) GAL	170	1 GALLON	EACH	BY REQUEST ONLY	EACH	OCTOBER 1 – APRIL 30	FULL & HEALTHY PLANT; 36” OC SPACING; 'PARSONS' VARIETY REQD.
230–A	SHRUB PLANTING, DRIFT ROSE "PEACH", (3) GAL	90	3 GALLON	EACH	BY REQUEST ONLY	EACH	OCTOBER 1 – APRIL 30	FULL & HEALTHY PLANT; 24” OC SPACING; 'PEACH' VARIETY REQD.
230–B	TREE PLANTING, LIVE OAK, (30) GAL	6	30 GALLON	EACH	BY REQUEST ONLY	EACH	OCTOBER 1 – APRIL 30	FULL & HEALTHY PLANT; 60' SPACING; FULL CANOPY; 10' HEIGHT (MIN.) / 4' WIDTH (MIN.); 5' CLEAR TRUNK REQUIRED
230–D	BED PREPARATION	2,850	SQ. FT.	PER SQ. FT.	NOT APPLICABLE	PER SQ. FT.	NOT APPLICABLE	APPLIED TO AREAS SHOWN IN PLANS TO RECEIVE SHRUB, GROUNDCOVER AND TREE PLANTING; ADD TREE BARK MULCH TYPE 3 AND ROTO–TILL INTO EXISTING SOIL TO A MINIMUM DEPTH OF 6”;
232–A	FERTILIZER FOR WOODY PLANT MATERIAL, TABLET, 21 GRAM	1	K	SEE REQUIREMENTS	BY REQUEST ONLY	SEE REQUIREMENTS	OCTOBER 1 – APRIL 30	5 PER 30 GALLON (30); 1 PER 3/1 GALLON (510)
233–A	TREE BARK MULCH, TYPE III	20	CU. YD.	PER CU.YD.	NOT APPLICABLE	PER CU.YD.	NOT APPLICABLE	2” DEPTH PLACED AND ROTO–TILLED INTO BED PREP AREAS
233–A	TREE BARK MULCH, TYPE V	30	CU. YD.	PER CU.YD.	NOT APPLICABLE	PER CU.YD.	NOT APPLICABLE	3” DEPTH SURFACE APPLICATION INTO BED PREP AREAS
907–258–PP	HERBICIDE TREATMENT, PER PLANS	2,850	SF	SEE REQUIREMENTS	BY REQUEST ONLY	SEE REQUIREMENTS	OCTOBER 1 – APRIL 30	AS DIRECTED; SEE WEED CONTROL NOTES BELOW
ABSORBED	SOIL TEST	1						REQUIRED TO BE SUBMITTED IN ADVANCE OF ALL LANDSCAPE CONSTRUCTION ITEMS; COST ABSORBED IN BED PREP PAY ITEM
ABSORBED	MOISTURE ABSORBANT CRYSTALS	550	OZ	SEE REQUIREMENTS	BY REQUEST ONLY	SEE REQUIREMENTS	OCTOBER 1 – APRIL 30	6 OZ PER 30 GALLON (36); 1 OZ PER 3/1 GALLON (510); COST ABSORBED IN INDIVIDUAL TREE AND SHRUB PAY ITEMS
ABSORBED	SELECTIVE, PRE–EMERGENCE HERBICIDE	15	LB	SEE REQUIREMENTS	BY REQUEST ONLY	SEE REQUIREMENTS	OCTOBER 1 – APRIL 30	2 GRAM PER SQUARE FEET OF BED PREPARATION AREA (5,700); COST ABSORBED IN BED PREP PAY ITEM

ALL PLANT MATERIAL SHALL MEET THE MINIMUM STANDARDS FOR SPECIFIED CONTAINER SIZE AS DETERMINED BY THE AMERICAN STANDARD FOR NURSERY STOCK.

WEED CONTROL NOTES:

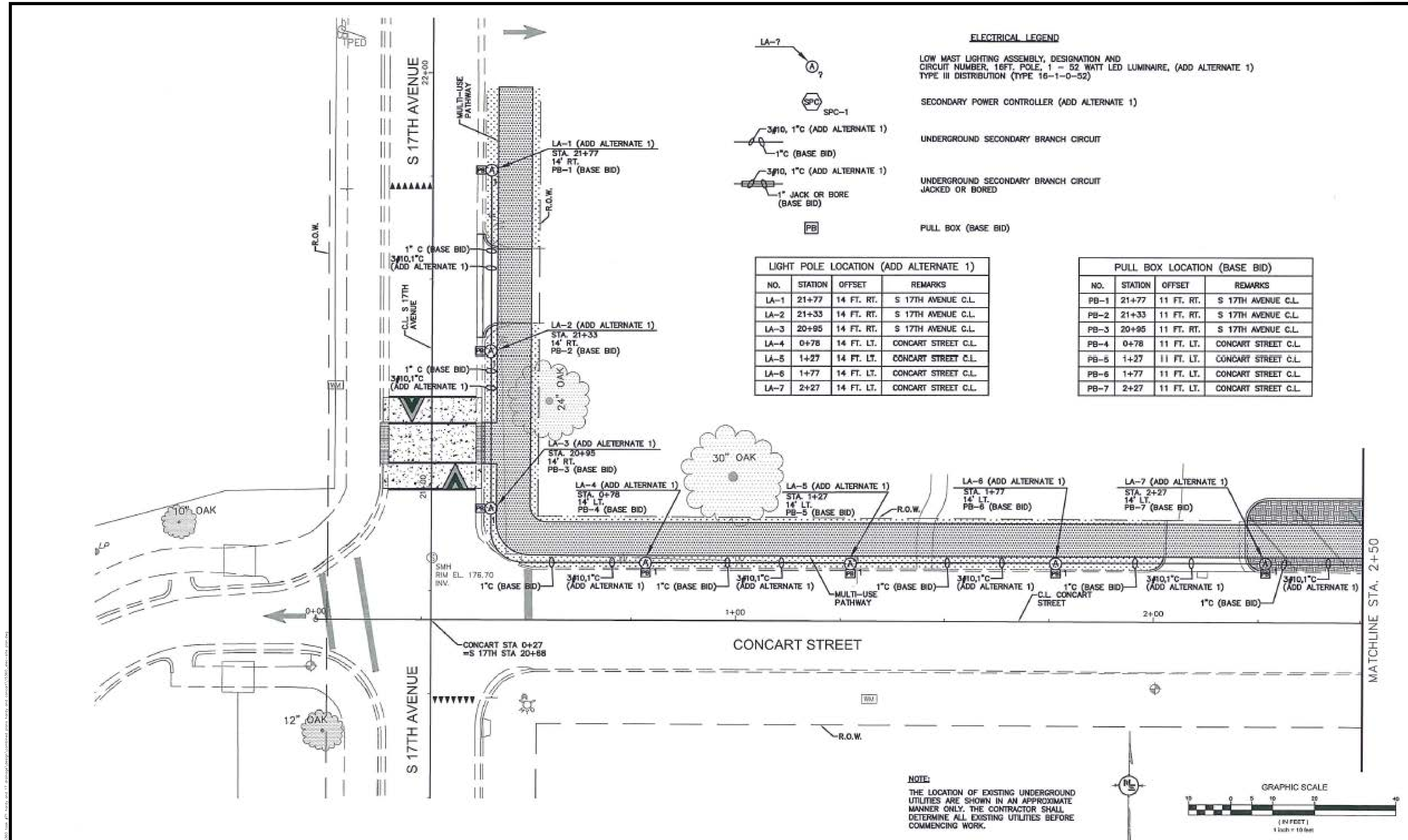
- CONTRACTOR TO PERFORM ON SITE WEED CONTROL ASSESSMENTS EVERY TWO WEEKS (AT A MINIMUM) DURING THE DURATION OF THE GROWTH AND COVERAGE PERIOD.
- CONTRACTOR TO SUBMIT FINDINGS OF WEED CONTROL ASSESSMENTS BACK TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL.
- IF ASSESSMENT FINDS THE PRESENCE OF UNWANTED WEEDS, CONTRACTOR TO FORMULATE AND SUBMIT SPRAY SCHEDULE TO LANDSCAPE ARCHITECT IN ACCORDANCE WITH SUGGESTED SPRAY SCHEDULE (SEE THIS SHEET)..
- CONTRACTOR IS RESPONSIBLE FOR RESEARCHING AND BEING FAMILIAR WITH HERBICIDE PRODUCTS AND POTENTIAL RISKS.
- LIQUIDATED DAMAGES WILL BE CHARGED UNLESS CONTRACT REQUIREMENTS ARE MET – REFERENCE SECTION 210 – ROADSIDE DEVELOPMENT
- FOR ADDITIONAL REQUIREMENTS SEE SECTION 230.03.14 WITH REGARDS TO PLANT ESTABLISHMENT

WEED CONTROL SCHEDULE (SUGGESTED SPRAY SCHEDULE):

INITIAL APPLICATION – PRE EMERGENT HERBICIDE REQ'D AT TIME OF PLANTING. (SURFLAND, BARRACADE, SNAPSHOT, OR APPROVED EQUAL) USE AS DIRECTED PER MANUFACTOERS RECOMMENDATIONS
DURATION OF CONTRACTOR GROWTH AND COVERAGE PERIOD – AS NEEDED SPRAYINGS (EVERY TWO WEEKS MIN.) OF POST EMERGENT HERBICIDE ARE REQUIRED DURING MAINTENANCE PERIOD IF DEEMED NECESSARY BY LANDSCAPE ARCHITECT, AFTER WEED CONTROL ASSESSMENT REVIEW
AS NEEDED SPRAY APPLICATIONS – (IMAGE, CERTAINTY, GOAL, OR APPROVED EQUAL) USE AS DIRECTED PER MANUFACTURERS RECOMMENDATIONS.

6/7/2020 4:18 PM c:\10000\hattiesburg\15260 task #71 hardy and 17 drainage design\landscape\combined plans hardy and concart\15276_Landscape.dwg

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					DSGN: RB	DATE: 08/2019				
					DRWN: MLJ	DATE: 08/2019				
					CHKD:	DATE:				
					QA/QC:	DATE:				



ELECTRICAL LEGEND

LOW MAST LIGHTING ASSEMBLY, DESIGNATION AND
CIRCUIT NUMBER, 16FT. POLE, 1 - 52 WATT LED LUMINAIRE, (ADD ALTERNATE 1)
TYPE III DISTRIBUTION (TYPE 16-1-0-52)

SECONDARY POWER CONTROLLER (ADD ALTERNATE 1)

UNDERGROUND SECONDARY BRANCH CIRCUIT

UNDERGROUND SECONDARY BRANCH CIRCUIT
JACKED OR BORED

PULL BOX (BASE BID)

LIGHT POLE LOCATION (ADD ALTERNATE 1)			
NO.	STATION	OFFSET	REMARKS
LA-1	21+77	14 FT. RT.	S 17TH AVENUE C.L.
LA-2	21+33	14 FT. RT.	S 17TH AVENUE C.L.
LA-3	20+95	14 FT. RT.	S 17TH AVENUE C.L.
LA-4	0+78	14 FT. LT.	CONCART STREET C.L.
LA-5	1+27	14 FT. LT.	CONCART STREET C.L.
LA-6	1+77	14 FT. LT.	CONCART STREET C.L.
LA-7	2+27	14 FT. LT.	CONCART STREET C.L.

PULL BOX LOCATION (BASE BID)			
NO.	STATION	OFFSET	REMARKS
PB-1	21+77	11 FT. RT.	S 17TH AVENUE C.L.
PB-2	21+33	11 FT. RT.	S 17TH AVENUE C.L.
PB-3	20+95	11 FT. RT.	S 17TH AVENUE C.L.
PB-4	0+78	11 FT. LT.	CONCART STREET C.L.
PB-5	1+27	11 FT. LT.	CONCART STREET C.L.
PB-6	1+77	11 FT. LT.	CONCART STREET C.L.
PB-7	2+27	11 FT. LT.	CONCART STREET C.L.

NOTE:
THE LOCATION OF EXISTING UNDERGROUND
UTILITIES ARE SHOWN IN AN APPROXIMATE
MANNER ONLY. THE CONTRACTOR SHALL
DETERMINE ALL EXISTING UTILITIES BEFORE
COMMENCING WORK.



NOTICE TO DRAWING HOLDER

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REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	

**HARDY STREET AND CONCART STREET
DRAINAGE AND SIDEWALK IMPROVEMENTS**

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER
Solutions you can build upon

CONCART PATHWAY STA 2+00
TO STA 2+50 AND S 17TH
AVENUE STA 2+00 TO STA 2+50
22 LIGHTING PLAN

WORKING NUMBER: LP-1	DRAWING NUMBER: 2
-------------------------	----------------------

SECONDARY POWER CONTROLLER (ADD ALTERNATE 1)
SPC # 1 STATION 2+95
LOCATION LT. OF S 16TH AVENUE C.L.
BUS 100 AMPERE 100 AMPERE MCB
120/240 VOLTS 1 PHASE 3 WIRE 60 HZ.
SURFACE MOUNTED-NEMA 3R-COPPER BUS
BOTTOM FED WITH GROUND BUS
FEEDER SIZE #2

CKT#	AMPERES	POLES	SERVES	KVA
1	20	1	LA-1 THRU 8	0.40
2	20	1	LA-9 THRU 11	0.20
3	20	1	CONTROL	0.50
4-30	-	-	SPACE	
TOTAL				1.10

ELECTRICAL LEGEND

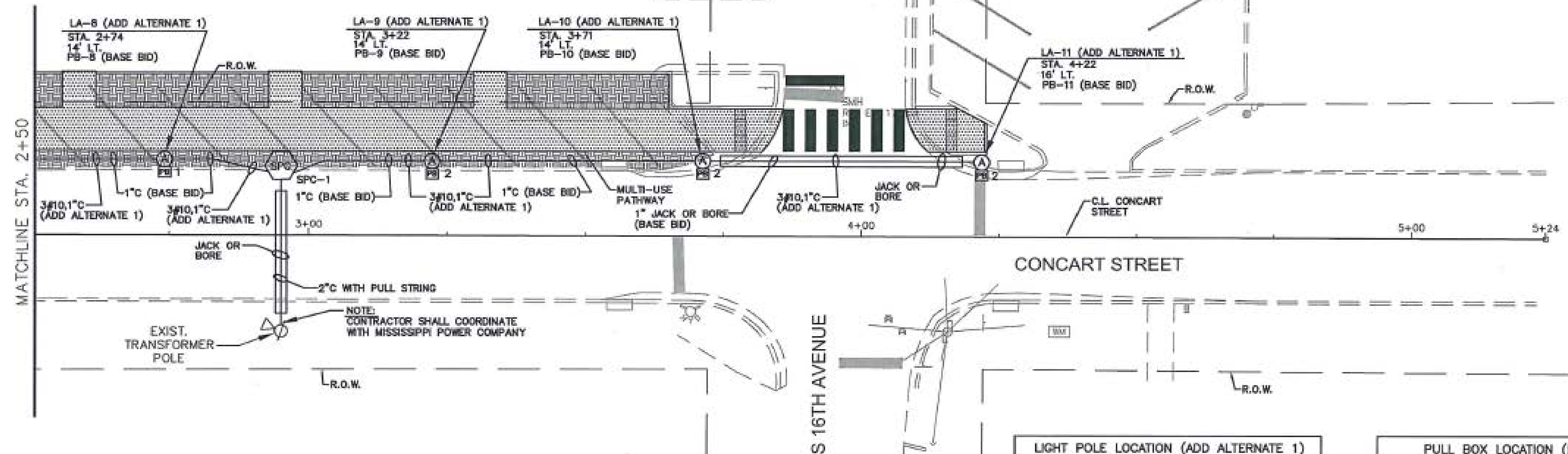
LOW MAST LIGHTING ASSEMBLY, DESIGNATION AND CIRCUIT NUMBER, 16FT. POLE, 1 - 52 WATT LED LUMINAIRE, (ADD ALTERNATE 1)
TYPE III DISTRIBUTION (TYPE 16-1-0-52)

SECONDARY POWER CONTROLLER (ADD ALTERNATE 1)

UNDERGROUND SECONDARY BRANCH CIRCUIT

UNDERGROUND SECONDARY BRANCH CIRCUIT
JACKED OR BORED

PULL BOX (BASE BID)



LIGHT POLE LOCATION (ADD ALTERNATE 1)			
NO.	STATION	OFFSET	REMARKS
LA-8	2+74	14 FT. LT.	CONCART STREET C.L.
LA-9	3+22	14 FT. LT.	CONCART STREET C.L.
LA-10	3+71	14 FT. LT.	CONCART STREET C.L.
LA-11	4+22	14 FT. LT.	CONCART STREET C.L.

PULL BOX LOCATION (BASE BID)			
NO.	STATION	OFFSET	REMARKS
PB-8	2+74	11 FT. LT.	CONCART STREET C.L.
PB-9	3+22	11 FT. LT.	CONCART STREET C.L.
PB-10	3+71	11 FT. LT.	CONCART STREET C.L.
PB-11	4+22	11 FT. LT.	CONCART STREET C.L.

NOTE:
THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE ALL EXISTING UTILITIES BEFORE COMMENCING WORK.



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REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	

HARDY STREET AND CONCART STREET DRAINAGE AND SIDEWALK IMPROVEMENTS

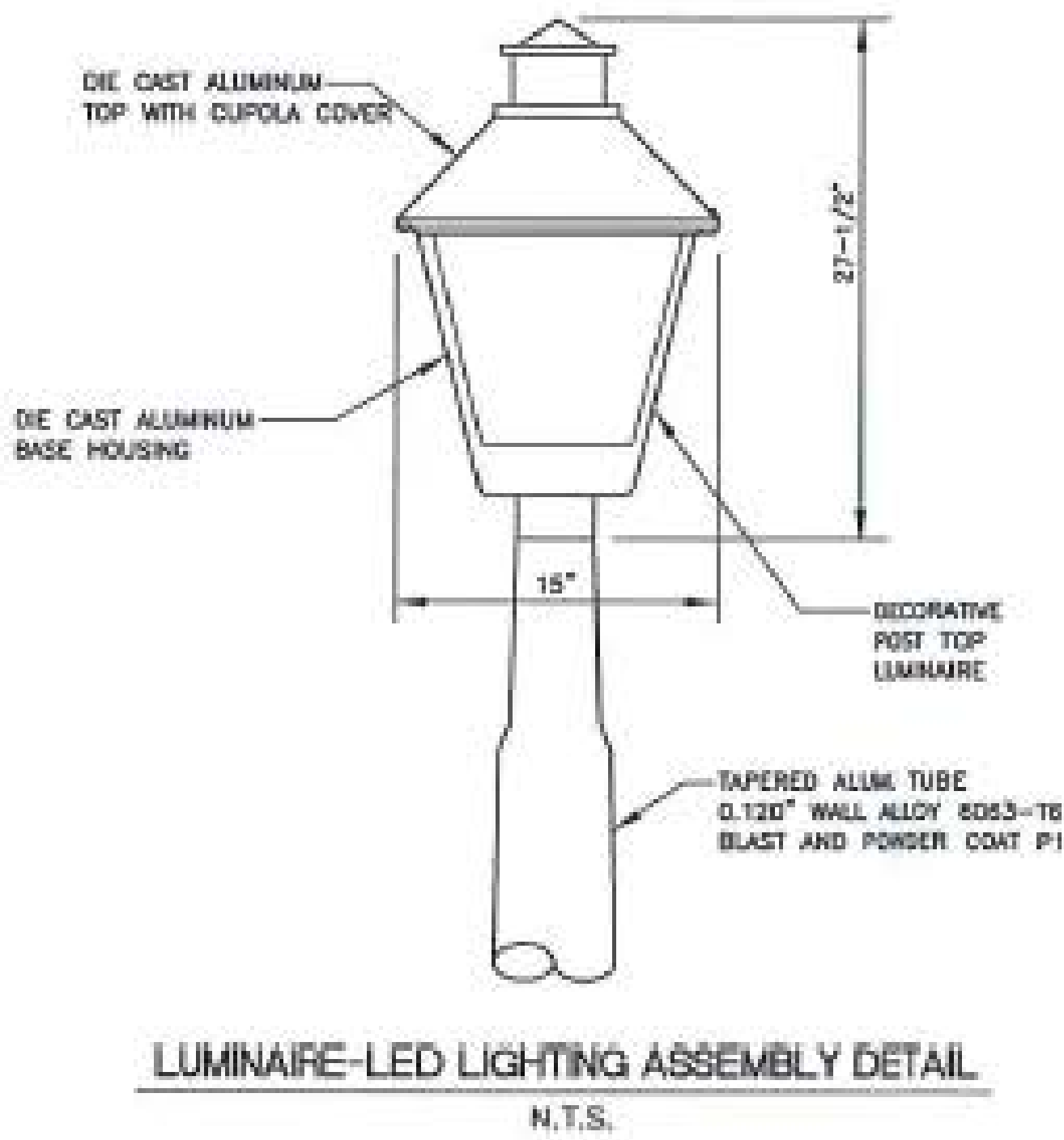
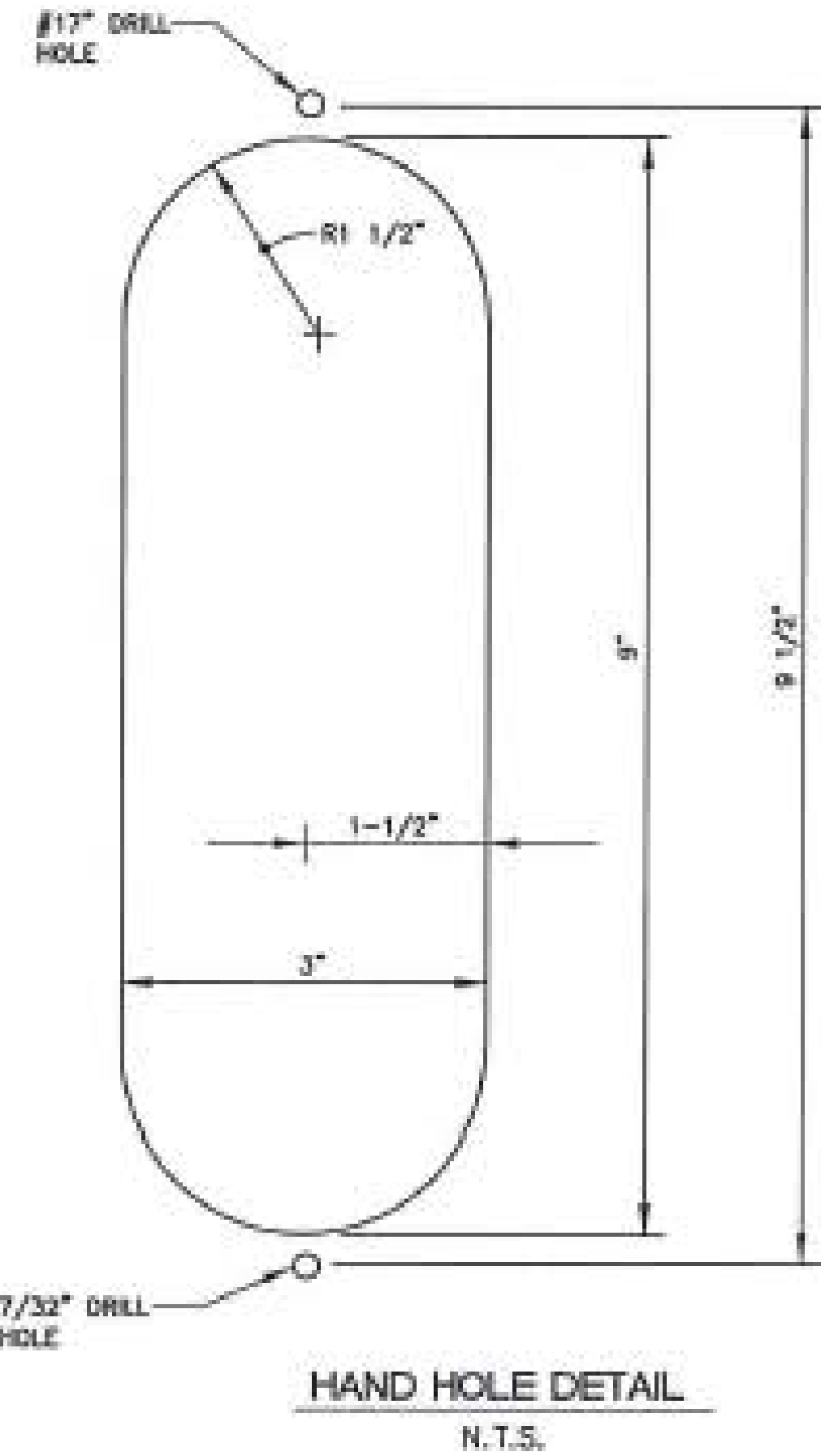
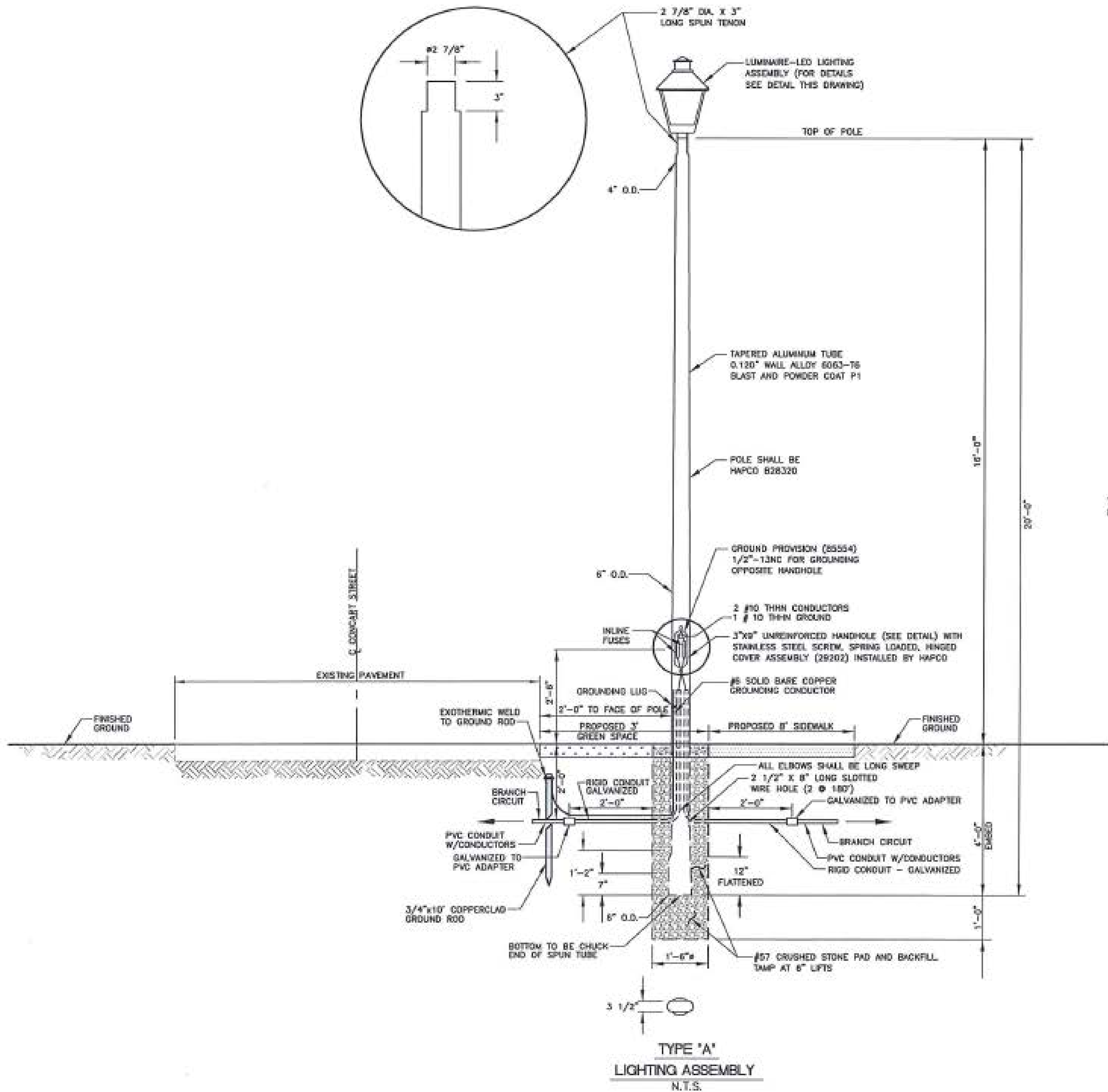
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER
Solutions you can build upon

CONCART PATHWAY STA 2+00 TO STA 4+22 LIGHTING PLAN

WORKING NUMBER: LP-2
DRAWING NUMBER: 20

5/29/2020 10:31 AM s:\2020\hatterburg\15360 task #71 hardy and 17 drainage\dwg\combined plan hardy and concert\15360_det-1.dwg



LIGHTING FIXTURE SCHEDULE					
MANUFACTURER	CATALOG NUMBER	LAMP	VOLTS	MOUNTING	REMARKS
EATON	LX7-E02-LED-E-U-ASYM-BK	LED	120	SEE DETAIL	

- NOTES:
1. THE EMBEDDED SECTION OF THE POLE IS COATED WITH PROTECTIVE UNDERCOATING AND INCLUDES A .5" WIRE WAY LOCATED APPROXIMATELY 18" BELOW GRADE.
 2. ALL STRUCTURAL FASTENERS ARE GALVANIZED HIGH STRENGTH CARBON STEEL. ALL NON-STRUCTURAL FASTENERS ARE GALVANIZED OR ZINC-PLATED CARBON STEEL OR STAINLESS STEEL.
 3. FINISHES INCLUDE ANODIZED OR PAINTED.
 4. POLES MEET 2001 AASHTO LTH4 FOR 140 MPH WIND WITH A 25 YEAR DESIGN LIFE AND WITH A MAXIMUM LOADING OF 2.0 FT2 EPA AND 50 LBS. LOCATED ON TOP OF POLE POLE SHALL HAVE A BUCKLING SAFETY FACTOR OF AT LEAST 1.3 AGAINST FAILURE WITH HANDHOLE COVER REMOVED.

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.:	15360.000
FILENAME:	15360_Elec-Det-1.dwg
SCALE:	
SURVEYED BY:	NEEL-SCHAFFER
DSGN:	GPC DATE: 02/2020
DRWN:	GPC DATE: 02/2020
CHKD:	DATE:
QA/QC:	DATE:

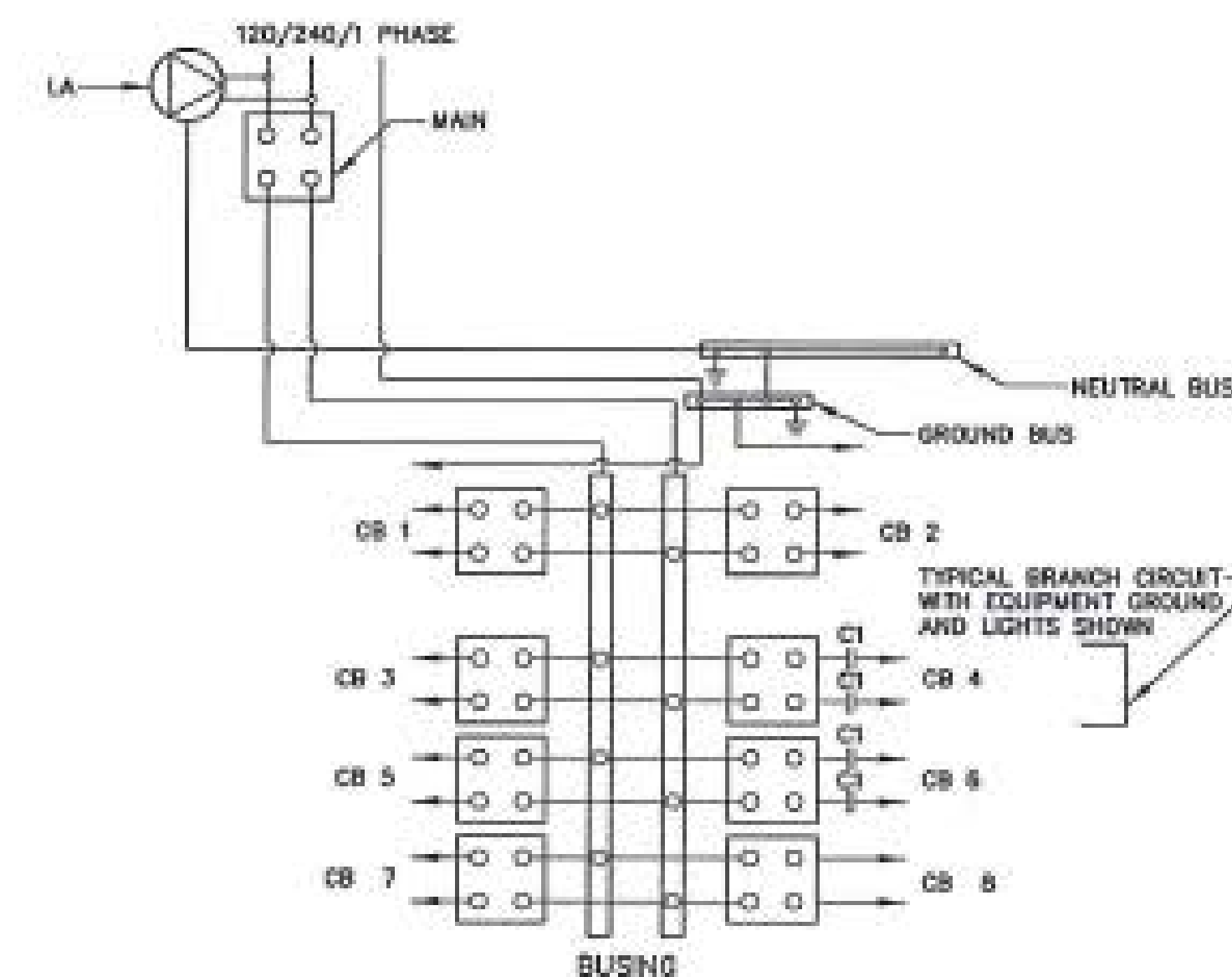
HARDY STREET AND CONCART STREET
DRAINAGE AND SIDEWALK IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



LIGHTING DETAILS I

WORKING NUMBER:	DRAWING NUMBER:
LD-1	3

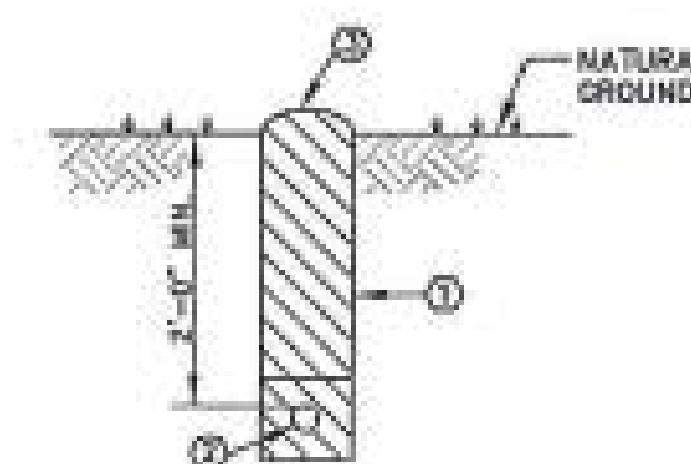


N.T.S.

NOTES:

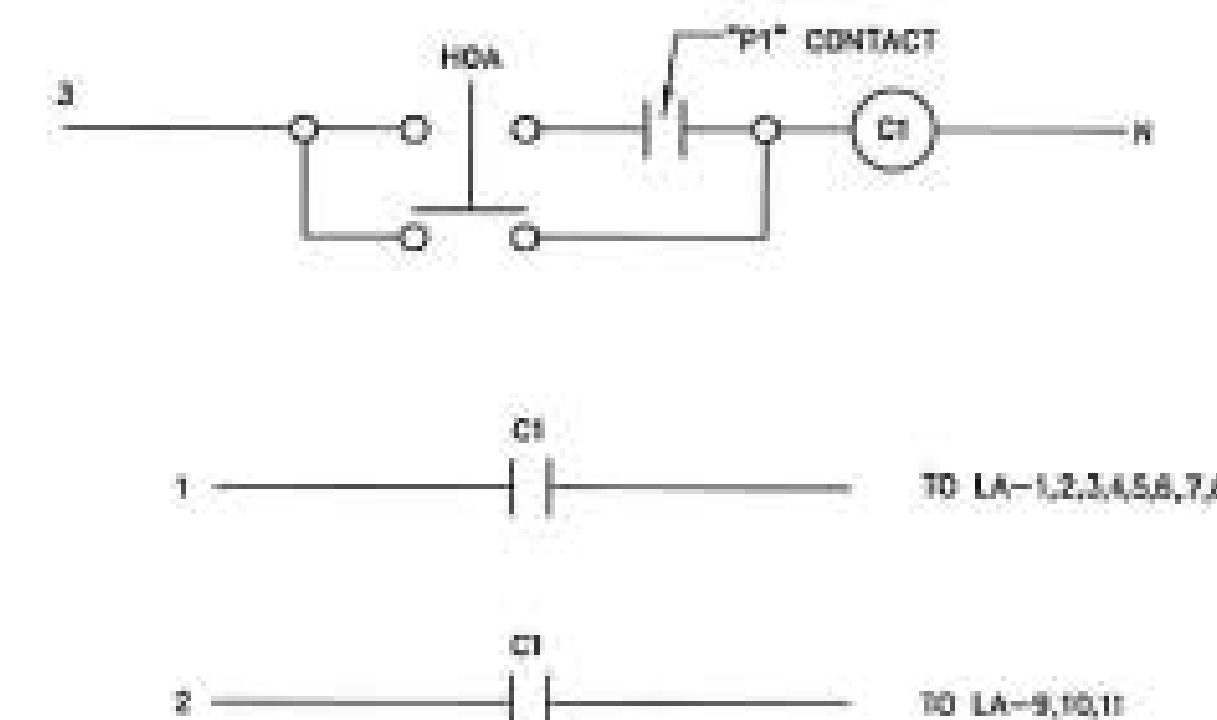
1. ALL COMPONENTS LOCATED INSIDE NEMA 3R CABINET EXCEPT THOSE NOTED WITH (*)
2. LABEL BREAKERS AS TO CIRCUIT NUMBER USE PHENOLIC ENGRAVED LABELS

H.T.3.



413

- ① FRIBLE MATERIAL AS APPROVED BY THE ENGINEER
COMPACTED 6" LIFTS.
- ② TYPE THWN CABLE IN PVC CONDUIT.
- ③ PILE EXCESS 3" ABOVE GRADE FOR SETTLING
OR AS DIRECTED BY ENGINEER.



MTS

DRAWING INFORMATION

N-S PROJECT NO.: 15360.000	
FILENAME: 15360_Elec-Det-1.dwg	
SCALE:	
SURVEYED BY: NEEL-SCHAFFER	
DSGN: GPC	DATE: 02/2020
DRWN: GPC	DATE: 02/2020
CHKD:	DATE:
QA/QC:	DATE:

31

5/29/2020 10:17 AM s:\2020\hattiesburg\15360 task #11 hardy and 17 drainage\design\combined plan hardy and concert\15360_elec-ed.dwg

ESTIMATED QUANTITIES - PULL BOX (BASE BID)									
PULL BOX ASSEMBLY	PULL BOX	UNGD. BRANCH CKT. CONDUIT # L.F. PULL STRING				UNGD. BRANCH CKT. CONDUIT # L.F. JACKED OR BORED PULL STRING			
		1"				1"			
PB-1	1	44							
PB-2	1	38							
PB-3	1	79							
PB-4	1	49							
PB-5	1	50							
PB-6	1	50							
PB-7	1	47							
PB-8	1	20							
PB-9	1	25							
PB-10	1	49							
PB-11	1	15				40			
TOTAL	11	466				40			

ESTIMATED QUANTITIES - LIGHTING (ADD ALTERNATE 1)																	
LIGHTING ASSEMBLY	LOW MAST TYPE			MOUNTING HEIGHT	NUMBER OF LUMINAIRES	LAMP WATTS	LAMP TYPE	IES TYPE	UNGD. BRANCH CKT. AVG. # L.F. 3 CONDUCTORS				UNGD. BRANCH CKT. AVG. # L.F. 3 CONDUCTORS JACKED OR BORED				2" UNDERGROUND CONDUIT WITH PULL STRING
	A								#10				#10				
LA-1	1			16	1	52	LED	III	44								
LA-2	1			16	1	52	LED	III	38								
LA-3	1			16	1	52	LED	III	79								
LA-4	1			16	1	52	LED	III	49								
LA-5	1			16	1	52	LED	III	50								
LA-6	1			16	1	52	LED	III	50								
LA-7	1			16	1	52	LED	III	47								
LA-8	1			16	1	52	LED	III	20								
LA-9	1			16	1	52	LED	III	25								
LA-10	1			16	1	52	LED	III	49								
LA-11	1			16	1	52	LED	III	15				40				
SPC-1																10	40
TOTAL	11								466				40			10	40

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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 15360.000	
				FILENAME: 15360_Elec-EQL.dwg	
				SCALE:	
				SURVEYED BY: NEEL-SCHAFFER	
				DSGN: GPC	DATE: 02/2020
				DRWN: GPC	DATE: 02/2020
				CHKD:	DATE:
				QA/QC:	DATE:

HARDY STREET AND CONCERT STREET
DRAINAGE AND SIDEWALK IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



ESTIMATED QUANTITIES
LIGHTING

WORKING NUMBER:	DRAWING NUMBER:
EQL-1	32

***CONTRACT DOCUMENTS AND TECHNICAL
SPECIFICATIONS***
FOR
**HARDY STREET AND CONCERT STREET
DRAINAGE AND SIDEWALK
IMPROVEMENTS**

FOR THE
**CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY**



JUNE 2020

PREPARED BY



 **NEEL-SCHAFER**
Solutions you can build upon

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ADVERTISEMENT FOR BIDS

HARDY STREET AND CONCERT STREET DRAINAGE AND SIDEWALK IMPROVEMENTS

CITY OF HATTIESBURG, MISSISSIPPI

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **DATE**, 2020 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists of drainage and sidewalk improvements along Hardy Street from 15th Avenue to 17th Avenue. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date hereinbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Bid documents are being made available via paper copy or pdf. All interested bidders are required to log-in or register for an account at www.hattiesburgsbids.com OR www.neel-schafferplans.com to view and order Bid Documents. All plan holders are required to have a valid email address for registration. Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders please contact Plan House Printing at (601) 336-6378.

"Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition" as referred to herein, may be purchased from the Mississippi Department of Transportation.

The Owner hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Fax No. (601)-545-2267. Geoffrey P. Crosby, P.E. – Senior Project Manager.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

DATE, 2020

DATE, 2020

INSTRUCTIONS TO BIDDERS

HARDY STREET AND CONCAR STREET DRAINAGE AND SIDEWALK IMPROVEMENTS CITY OF HATTIESBURG, MISSISSIPPI

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1. COORDINATION OF SPECIFICATIONS

Work under this Contract shall be performed in accordance with the Contract Documents, which includes General Conditions, Supplementary Conditions and Technical Specifications contained therein. Divisions 200 through 800 of the *Mississippi Standard Specifications for Road and Bridge Construction*, 2017 Edition (can be downloaded at www.gomdot.com) is made a part hereof as if it were attached hereto, except where superseded by special provisions contained herein.

2. DATE AND PLACE OF OPENING OF PROPOSALS

The date, time, and place for opening Proposals will be as set out in the published "Advertisement for Bids."

The Owner reserves the right to postpone the date for presentation and opening of Proposals and will give notice of any such postponement to each known prospective Bidder.

3. FORM FOR PROPOSALS

Proposals must be submitted in duplicate on the forms furnished by the Owner and the envelope containing the Proposals must be sealed and addressed to:

City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

The outside of the envelope containing the Proposal shall bear the inscription:

**SEALED BID FOR: HARDY STREET AND CONCAR STREET DRAINAGE AND
SIDEWALK IMPROVEMENTS
CITY OF HATTIESBURG, MISSISSIPPI**

BY _____

Certificate of Responsibility No. _____

State License No. _____

The duplicate Proposals shall be in the form of one original Proposal, marked "ORIGINAL" and one photocopy (Xerox or similarly reproduced copy) marked "PHOTOCOPY" of the original Proposal.

If Proposals are forwarded by the U.S. Postal Service, delivery shall be by Registered or Certified Mail.

4. PREQUALIFICATION

All Bidders must be in good standing with the Owner. Bidders who are not in good standing with the Owner will not be considered for award of the contract. Good standing includes, among other things: (a) whether Bidder has failed to successfully complete the work or punchlist items under another Owner contract; (b) whether Bidder is currently, or has been in the past five years, involved in litigation with the Owner regarding work under another Owner contract, either as a general contractor or subcontractor; (c) whether Bidder has been or is currently in default under another Owner contract the past five years. with the Owner; or (d) whether Bidder has failed to fulfill provisions of another Owner contract within

5. CERTIFICATE OF RESPONSIBILITY

Prior to filing Bids on Owner projects (in excess of \$50,000), the prospective Bidder must obtain a Certificate of Responsibility from the Mississippi State Board of Public Contractors, establishing his classification as to the value and the type of construction on which he is authorized to bid. Application must be submitted to the Board at least 30 days prior to a regular Board meeting scheduled every Quarter on the first Tuesday of January, April, July and October.

6. ANNUAL LICENSE TO BID (Not Used)

7. CHARGES FOR PROPOSALS, PLANS AND SPECIFICATIONS

Prospective Bidders may obtain Proposal forms including one copy of Contract Documents upon payment of the amount of money stipulated in the "Advertisement for Bids."

No refunds will be made for return of Plans or Specifications.

In the event all Bids are rejected and the Project is re-advertised, the original Bidders shall **NOT** be entitled to free Bidders Proposal forms for the subsequent letting.

8. OMISSIONS AND DISCREPANCIES

Should a Bidder find discrepancies, errors or omissions in the Drawings or Specifications, or should he be in doubt as to the correctness of the Plan details, dimensions and layout, he should immediately notify the Engineer in order to permit checking and any necessary revisions or modifications.

9. ADDENDA

Prior to the date set for opening of Bids, the right is reserved, in the interests of the Owner, as it may require, to revise or amend the Contract Documents. Such revisions, if any, will be announced by an Addendum or Addenda, and copies of such Addenda will be furnished to all prospective Bidders who have purchased Plans and Specifications for acknowledgment by return fax. If the revisions and Addenda are of a nature which require material changes in quantities or prices Bid, or both, the date set for opening Bids may be postponed to enable Bidders to revise their Bids. In such case, the Addendum or Addenda will include an announcement of the new date for opening Bids.

10. INTERPRETATIONS

No oral interpretation made to any Bidder as to the meaning of the Contract Documents shall be considered an effective modification of any of the provisions of the Contract Documents. In order to ensure appropriate and concise responses, and avoid any misinterpretations, no verbal questions will be received. Written requests for interpretation of the Plans and Specifications shall be submitted to the Engineer at least 10 days prior to opening of Proposals so that a formal decision can be given in writing to all known prospective Bidders in the form of an Addendum. The Contract Document contains the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

11. BID SECURITY

All Bids shall be accompanied by a Bid Security in the form of a Certified Check upon a national or state bank or a Bid Bond made by a bonding company registered in the State of Mississippi, drawn and made payable to the Owner in an amount equal to five percent of the Bid. The Certified Check or Bid Bond must be enclosed in the same envelope with the Bid. Except as noted below, the Bid Security of all known unsuccessful Bidders will be returned promptly after a Notice of Award has been sent to the successful Bidder or in the event that all Bids are rejected.

The Bid Security of the next two lowest qualified Bidders will be retained until the Contract has been executed with the lowest qualified Bidder. The Bid Security of the successful Bidder will be returned when satisfactory Performance and Payment Bonds have been furnished and approved and the Contract executed.

12. GENERAL INFORMATION

Bidders shall inform themselves and comply with all pertinent Owner regulations and ordinances, State and Federal laws, licenses and tax liabilities which may in any manner affect their Bids and the prosecution of the work. The successful bidder will be responsible for obtaining all building, plumbing, and electrical permits required by the local city government. Special attention is directed to the rules and regulations published by the Mississippi State Tax Commission outlining certain taxes imposed on Contractors by the state of Mississippi.

13. REJECTION OF PROPOSAL

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, unauthorized alternate Bids, incomplete Bids, erasures or irregularities of any kind. Bids received conditioning their consideration or rejection upon Bids for the other work submitted by the same Bidder may be classed as irregular, unless the Contract Documents specifically invite or permit conditional or combination Bids. Bids in which the prices obviously are unbalanced may be rejected.

14. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

15. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the Executed Contract, the Contractor shall furnish a Performance Bond and a Payment Bond each in the sum of 100% of the Contract amount as security for faithful performance of his Contract and for the payment of all persons performing labor on the Project under his Contract and furnishing materials in connection with his Contract, as specified in the Contract Documents. The surety of such Bonds shall be issued by a duly authorized surety company listed on the Treasury Department's most current list Circular 570 (as amended) and satisfactory to the Owner.

Attorneys in fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their Power of Attorney. Failure of the successful Bidder to execute the Contract and to supply the required bonds within 10 calendar days from the date that the Notice of Award is delivered, or within such extended period as the Owner may grant based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner, at his discretion, may either award the Contract to the next lowest qualified Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by readvertising, the defaulting Bidder shall have no claim against the Owner for a refund. The Contractor's bond will not be released until all provisions of the Contract have been fulfilled.

16. INSURANCE

The Contractor will be required to carry the types and amounts of insurance named in the Contract Documents for the full life of the Contract.

17. SUBCONTRACTORS

Bidders are specifically advised that any person, firm or other party to whom it is proposed to award a Subcontract must be acceptable to the Owner. Nothing contained in the Contract Documents shall create any contractual relation between subcontractor and the Owner.

18. METHOD OF AWARD – LOWEST RESPONSIVE BIDDER

The Owner will award the Contract to the lowest and best Bid unless all Bids are rejected. The award will be based on the evaluation of the low bid for the total base bid or the total alternate bid as decided upon by the Owner.

The responsiveness of the low Bidder shall be determined by (1) the completeness and regularity of the Bidders Proposal; (2) the Bidders Proposal being without exclusions or special conditions; (3) the Bid Form having no alternative Bids for any item unless requested in the Technical Specifications; and (4) such other factors as may be considered under State law, Federal law or regulation.

The evaluation of the low bidder will be based on whether the Bidder (1) maintains a permanent place of business; (2) has adequate plant equipment to do the work properly and within the time limit that is established; (3) has adequate financial status to meet his obligations contingent to the work; (4) has adequate manpower and present workload is such that he can perform according to a reasonable schedule; and (5) such other factors as may be considered under State law, Federal law or regulation.

19. OBLIGATION OF BIDDER

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all Addenda).

The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid. Submission of Bid shall be accepted as prima facie evidence that Bidder has inspected the site and is familiar with the Plans and Contract Documents.

20. SUBSURFACE DATA

Not Used.

21. EXECUTION OF CONTRACT

If the successful Bidder is a corporation, the officer who signs the Contract shall furnish copies of the resolution of the Directors of the corporation authorizing him to sign the contract. Such resolution should bear the seal of the corporation.

Subject to the applicable provisions of law, the Contract shall be in full force and effect only from and after the date when a fully executed and approved counterpart thereof has been rendered or delivered, or both, to the Contractor or his duly authorized agent or representative. Deposit of said counterpart in the United States mail in an envelope or wrapper properly addressed shall constitute compliance with these provisions by the Owner.

22. INTERCHANGEABLE TERMS

The terms "Bid" and "Proposal" wherever they are used in the Contract Documents are interchangeable and have the same meaning. The terms "Contract" and "Agreement", are interchangeable and have the same meaning. The terms "Contract Drawings" and "Plans", are interchangeable and have the same meaning.

23. QUALIFICATIONS OF BIDDER, OWNER'S RIGHTS

The Owner may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

24. MATERIALS AND EQUIPMENT

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a manufacturer, fabricator, supplier, or distributor, the naming of the item in this manner is intended to establish the type, function and quality required. Materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the Engineer if sufficient

information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent to that named in the Contract Documents. Bidders are referred to Section 6.3 of the General Conditions regarding procedures for approval of substitute materials and equipment.

25. NON-RESIDENT BIDDERS

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident Bidder's state awards contractors to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so called "Golden Rule" is followed, state law requires a non-resident Bidder to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

26. DESIGNATING OWNER AND ENGINEER

Any reference in the Contract Documents to the State of Mississippi, Mississippi Department of Transportation, Mississippi Transportation Commission, or any official thereof shall be interpreted to mean the City of Hattiesburg, Mississippi, the "Owner".

Any reference in the Standard Specifications to the Project Engineer, District Engineer, Office Engineer, or Engineer shall be interpreted to mean the Engineer for the City of Hattiesburg, Mississippi, Neel-Schaffer, Inc.

27. MATERIALS TESTING AND CONSTRUCTION STAKING

The Contractor shall be responsible for all testing of materials associated with the project. Materials shall be tested in accordance to the requirements and frequencies outlined in the *Mississippi Standard Specifications for Road and Bridge Construction* (2017 Edition) and shall be considered an absorbed item.

Contractor shall be responsible for all construction staking as specified (cost absorbed). Construction staking shall also include earthwork quantity calculations for applicable pay items

28. CONTRACT TIME

The Contractor shall commence the work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed and will retain substantial completion within 150 Working Days of the Notice to Proceed date unless the period for completion is extended otherwise by the Contract Documents.

An additional 120 Working Days will be added to the Contract if Additive Alternate Number 1 is selected.

Working Day will be as specified in Section 108.06.1 of the "*Mississippi Standard Specifications for Road and Bridge Construction*", 2017 Ed. Time will be assessed as described in this section.

BIDDER'S PROPOSAL

**HARDY STREET AND CONCERT STREET DRAINAGE AND SIDEWALK IMPROVEMENTS
CITY OF HATTIESBURG, MISSISSIPPI**

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BIDDER'S PROPOSAL

**HARDY STREET AND CONCAR STREET DRAINAGE AND SIDEWALK IMPROVEMENTS
CITY OF HATTIESBURG, MISSISSIPPI**

DATE: _____, 20_____

PROPOSAL OF _____
(Name of Bidder)

(Address of Bidder)

for construction of the Hardy Street and Concar Street Drainage and Sidewalk Improvements.

The documents on which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, and all supplements, amendments and addenda for this Project and are made a part hereof by reference.

**TO: CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MISSISSIPPI 39401**

Gentlemen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the Instructions to Bidders, Bid Forms, General Conditions, Supplemental Conditions, Technical Specifications, Contract Drawings and any and all Addenda thereof.

I (We) further certify that I, (we) have visited and carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation and all other factors affecting the prosecution of the work covered by this Proposal.

I (We) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid. No increase in quantities of work shall be performed until a written change order is duly executed in advance and approved in the public minutes of the Owner.

In accordance with the requirements of the Instructions to Bidders, Bid Forms, Federal Supplement to Bidder's Proposal, Technical Specifications, General Conditions, Supplementary Conditions, Contract

Drawings, and any Addenda, I (we) propose to furnish all necessary materials, equipment, labor, tools and other means of construction and will do all Work called for by the Contract Documents within the specified Contract Time. The following is my (our) itemized proposal for the project:

Prices Bid and Approximate Quantities - Base Bid

Pay Item	Pay Item Description	Unit	Estimated Quantity	Unit Price	Item Total
202-B	Removal of Pavement, All Types and Depths	SY	1015		
202-B	Removal of Concrete Sidewalk	SY	261		
202-B	Removal of Curb &/or Curb and Gutter, All Types	LF	285		
202-B	Removal of Inlets, All Sizes	EA	4		
202-B	Removal of Pipe, 8" And Above	LF	24		
202-B	Removal of Traffic Stripe, All Types	LF	160		
211-B	Topsoil for Slope Treatment, Contractor Furnished	CY	9		
211-C	Topsoil for Plant Holes, Contractor Furnished	CY	32		
216-B	Solid Sodding, Centipede	SY	165		
219-A	Watering	KGAL	30	\$20.00	\$600.00
230-A	Shrub Planting, Daylily	EA	250		
230-A	Shrub Planting, Parsons Juniper	EA	170		
230-A	Shrub Planting, Drift Rose, "Peach"	EA	90		
230-B	Tree Planting, Live Oak	EA	6		
230-B	Tree Planting, "Slender Silhouette" Sweetgum	EA	8		

230-B	Tree Planting, Crape Myrtle, "Tonto"	EA	12		
230-D	Bed Preparation	SF	2850		
232-A	Fertilizer for Woody Plant Material, Tablet, 21 G	K	1		
233-A	Tree Bark Mulch, Type III	CY	22		
233-A	Tree Bark Mulch, Type V	CY	50		
907-258-PP	Herbicide Treatment, Per Plans	SF	2850		
234-A	Temporary Silt Fence	LF	570		
237-A	Wattles, 12"	LF	130		
907-242-PP	Construction of Raised Crosswalk, Per Plans	LS	1		
246-A	Sandbags	EA	25		
304-G	Size 610 Crushed Stone Base, AEA	CY	35		
403-A	12.5-mm, MT, Asphalt Pavement	TON	8		
403-A	9.5-mm, MT, Asphalt Pavement	TON	5		
601-B	Class "B" Structural Concrete, Minor Structures	CY	38		
602-A	Reinforcing Steel	LBS	2800		
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	158		
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	180		
603-CE	22"X13" Concrete Arch Pipe, Class III A, Flexible Type Gaskets	LF	22		
604-A	Castings	LBS	1286		

604-B	Gratings	LBS	482		
907-607-PP	Steel Fence and Post, Per Plans	LF	240		
608-A	Concrete Sidewalk, Without Reinforcement	SY	1004		
608-B	Concrete Sidewalk, With Reinforcement	SY	20		
907-608-E	Asphalt Pavement Texturing	SF	600		
609-B	Concrete Curb, Header	LF	175		
609-D	Combination Concrete Curb and Gutter Type 1 Modified	LF	434		
614-B	Concrete Driveway, With Reinforcement, 6 Inch Thickness	SY	17		
618-A	Maintenance of Traffic	LS	1	XXXX	
618-B	Additional Construction Signs	SF	1	\$10.00	\$10.00
620-A	Mobilization	LS	1	XXXX	
626-G	Thermoplastic Detail Stripe, White	LF	45		
626-H	Thermoplastic Legend Stripe, White, 6" Equivalent	LF	620		
626-H	Thermoplastic Legend Stripe, White	SF	11		
628-E	6" Cold Plastic Detail Stripe, White	LF	105		
628-E	6" Cold Plastic Detail Stripe, Yellow	LF	35		
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	SF	18		
630-C	Steel U-Section Posts, 3.0 to 3.5 lb/ft	LF	28		

647-PP	Electric Pullbox, Per Plans	EA	2		
668-B	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 2"	LF	270		
682-A	Underground Branch Circuit, 1" Conduit	LF	475		
682-B	Underground Branch Circuit, Jack Or Bored, 1" Conduit	LF	40		
682-D	Pull Box, Flush Mounted	EA	11		
699-A	Roadway Construction Stakes	LS	1	XXXX	
Total Base Bid =					

Prices Bid and Approximate Quantities - Additive Alternate No. 1					
Pay Item	Pay Item Description	Unit	Estimated Quantity	Unit Price	Item Total
682-A	Underground Branch Circuit Awg 10, 3 Conductor	LF	515		
907-683-PP	Lighting Assembly, Low Mast, Type 16-1-0-52, Per Plans	EA	11		
682-F	Secondary Power Controller	EA	1		
Total Additive Alternate No. 1 Bid =					

THE BIDDER'S TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE OWNER WILL MAKE THE BID TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICES BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICES SHALL GOVERN.

NOTE: FAILURE OF BIDDER TO INCLUDE PRICES FOR THE ALTERNATE BID ITEMS MAY RENDER HIS PROPOSAL NON-RESPONSIVE.

NOTE: Bids shall include sales tax and all other applicable taxes and fees.

I (We) further propose to execute the Contract Agreement as bound herein within ten working days after receipt of Contract Forms from the Owner and to complete the work within the contract time. I (We) agree to pay as liquidated damages the actual costs, expenses and other losses reasonably incurred by Owner for each consecutive calendar day beyond the specified Contract Time.

I (We) also propose to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than one hundred percent (100%) of the total of my (our) Bid. These Bonds shall not only serve to guarantee the completion of the Work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the Work is finally accepted.

I (We) enclose a Bid Bond or Certified Check for 5 percent of _____
_____, DOLLARS (\$_____))
(Base Bid Amount)

and hereby agree that in case of my (our) failure to execute the Contract and furnish the Bonds within ten calendar days after delivery of the Notice of Award, the amount of this check (Bid Bond) will be forfeited to the Owner as liquidated damages arising out of my (our) failure to execute the Contract as proposed.

It is understood that in case I (we) am (are) not awarded the Work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Contract Documents.

Bidder acknowledges receipt of the following Addenda:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

Respectfully Submitted,

Contractor(s)

By: _____
Title

Address

BIDDER'S CORPORATE DECLARATION
(TO BE FILLED IN IF BIDDER IS A CORPORATION)

Date: _____, 20_____.

Our corporation is chartered under the Laws of the state of _____ and the names, titles and business addresses of the executives are as follows:

President

Secretary

Treasurer

DECLARATION OF PARTNERSHIP

(To be filled in if a Bidder is a Partnership)

Our Partnership is composed of the following individuals:

Address

Address

NON-COLLUSION AFFIDAVIT

**HARDY STREET AND CONCERT STREET DRAINAGE AND SIDEWALK IMPROVEMENTS
CITY OF HATTIESBURG, MISSISSIPPI**

(THIS AFFIDAVIT MUST BE EXECUTED FOR THE BID TO BE CONSIDERED)

STATE OF _____)
COUNTY OF _____) ss.

_____ being first duly sworn,
(Person)
deposes and says that he is _____

(Sole owner, a partner, president, secretary, etc.)
of _____ the party making the foregoing Proposal or Bid;
(Name of Firm)

that such Bid is genuine and not collusive; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person or persons interested in the proposed contract; and that all statements contained in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted his Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public in and for

_____ County,

(SEAL)

My Commission Expires

_____, 20_____.

BID BOND

**HARDY STREET AND CONCAR STREET DRAINAGE AND SIDEWALK IMPROVEMENTS
CITY OF HATTIESBURG, MISSISSIPPI**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the Owner, in the penal sum of \$_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this ____ day of _____, 20 _____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner, a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the above referenced project.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to signed by their proper officers, the day and year first set forth above.

Contractor

SEAL

By:_____

Surety

SEAL

By:_____

PROPOSED SUBCONTRACTORS

**HARDY STREET AND CONCERT STREET DRAINAGE AND SIDEWALK IMPROVEMENTS
CITY OF HATTIESBURG, MISSISSIPPI**

The names and addresses of all persons and parties who will be utilized for subcontract Work in the foregoing Bidder's Proposal are listed below. (The Contractor must list all Subcontractors to be utilized on the Work. Failure to list Subcontractors may cause the Bidder's Proposal to be rejected by the Owner as non-responsive.) If the Bidder does not propose Subcontractors, so state.

NAME

ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

CONTRACT FORMS

HARDY STREET AND CONCERT STREET DRAINAGE AND SIDEWALK IMPROVEMENTS CITY OF HATTIESBURG, MISSISSIPPI

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CONTRACT

**HARDY STREET AND CONCARST STREET DRAINAGE AND SIDEWALK IMPROVEMENTS
CITY OF HATTIESBURG, MISSISSIPPI**

This Contract, made this the _____ day of _____, 20____, by and between the City of Hattiesburg, Mississippi, a municipal corporation, hereinafter called "Owner" and _____ doing business as a _____ located in _____ hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the "Hardy Street and Concart Street Drainage and Sidewalk Improvements" project in strict accordance with the Contract Documents and the Contract Drawings.
2. The Contractor will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will attain Final Completion within the contract time stipulated in the Advertisement for Bids unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The Contractor agrees to pay, as liquidated damages, the actual damages, costs, losses and expenses reasonably incurred by Owner for each consecutive calendar day that he shall be in default in attaining Final Completion within the time stipulated as provided herein.
3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications as if formally recopied in this Contract.
4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, and to the complete satisfaction of the Owner or his authorized representatives, and in accordance with the Laws of the state of Mississippi and the Ordinances of the Owner, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the contract amount of _____ (\$ _____) plus the amount of any supplemental agreements and force accounts for extra work authorized and duly set forth in a written change order approved and executed by the Owner and set forth in the public minutes of the Owner and in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.

-
5. The Contractor shall protect, indemnify and save harmless the Owner from and against any and all damage, loss, claims, judgments or expenses, including but not limited to reasonable attorney's fees, which the Owner may suffer or be subjected to by the performance of the work, including but without limitation injury to or death of any person whomever and destruction or damage to any property whatsoever.
 6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).
 7. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).
 8. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.
 9. The Owner will pay to the Contractor in the manner and at such times and amounts as set forth in the Contract Documents.
 10. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
 11. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor until such time as the exact amount of damages due the Owner from the Contractor is determined.
 12. When the Contractor fails to complete the work within the time stipulated, the Contractor shall be charged \$750 per day for each calendar day required to complete the job beyond the original contract time plus any time allocated via change orders. These charges to the Contractor are not made as a penalty but as liquidated damages to reimburse the Owner for additional Engineering and Inspection fees as well as other costs that accrue as a result of the project not being completed within the contract time. The Contractor and the Contractor's Sureties shall be liable for all liquidated damages in excess of money due the Contractor.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in _____ counterparts, each of which shall be deemed an original on the date first above written. (number)

OWNER

CONTRACTOR

BY _____

BY _____

ATTEST _____

ATTEST _____

(Seal)

(Seal)

PARTNERSHIP CERTIFICATE

State of _____

County of _____ Ss.

On this _____ day of _____, 20_____, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____; that said firm consists of himself and _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in the

County of _____

State of _____

Notary Seal

My Commission Expires:

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said Contract on behalf of the Contractor was then _____ of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Secretary

Corporate Seal

GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the Owner.
2. The name, including full Christian name and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.
3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,
\$(_____) in lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated _____ day of _____ 20 _____,
a copy of which is hereto attached and made a part hereof for the construction of :

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the
one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and
shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by
reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the
OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full
force and effect.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments,
contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the state of
Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by
reason of and directly connected with the performance of said Contract or any part thereof as provided by
Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute or other authority,
then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change,

extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Principal) Secretary
(Seal)

Principal
By _____

(Address)

Witness as to Principal

(Address)

Surety
By _____

ATTEST:

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
 If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20 _____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Seal) (Principal) Secretary

By _____ Principal

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety

By _____

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

NOTICE OF AWARD

Date _____

TO: _____

RE: Hardy Street and Concart Drainage and Sidewalk Improvements
City of Hattiesburg, Mississippi

NOTICE OF AWARD

Gentlemen:

The Owner has considered the Proposal submitted by you for the above referenced Work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted in the amount of \$_____.

You are required by the Instruction to Bidders to execute the Contract and furnish to the Owner the required Contractor's Performance Bond, Payment Bond and certificates of insurance within 10 calendar days from the date of delivery of this Notice to you. We have enclosed five copies of the necessary contract forms and bond forms. Please return all five copies of these documents to the offices of Neel-Schaffer, 704 Hardy Street, Hattiesburg, MS 39401.

If you fail to execute said Contract and to furnish said Bonds within 10 days from the date of delivery of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by Law.

You are required by the General Conditions and Supplementary Conditions to submit to Neel-Schaffer, Inc. an estimated progress schedule, a preliminary schedule of Shop Drawing submissions and a preliminary schedule of values of the Work within 10 days after the effective date of this Contract, all in accordance with Article 2.5 of the General Conditions.

You are required to return an acknowledged copy of this Notice of Award directly to the City of Hattiesburg, Mississippi, Attention: Lamar Rutland, P.E., and to Neel-Schaffer, Inc.

Sincerely,

NEEL-SCHAFFER, INC.

Geoffrey P. Crosby, P.E.
Senior Project Manager

c: Lamar Rutland, P. E.
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____ this, the
_____ day of _____, 20_____.

By _____

Title _____

NOTICE TO PROCEED

Date

To: _____

Attention: _____

REFERENCE: NOTICE TO PROCEED
HARDY STREET AND CONCERT STREET DRAINAGE AND SIDEWALK
IMPROVEMENTS
CITY OF HATTIESBURG, MISSISSIPPI

Dear _____:

You are hereby notified to commence Work in accordance with the Contract dated _____, on or before _____. You are to complete the Work within _____ Working days from the effective date of this Notice to Proceed. Liquidated damages in the amount of the actual damages, costs, losses and expenses reasonably incurred by the OWNER per calendar day for each day the Work has not achieved Final Completion after _____ will be imposed unless the contract time is otherwise adjusted for due cause by change orders to the Contract. Liquidated Damages, as defined herein, will be assessed unless the Contract Time is otherwise adjusted for due cause by change order to the Contract.

The engineering firm of Neel-Schaffer, Inc. will act as the Engineer on behalf of the City of Hattiesburg, Mississippi for the work to be performed under the contract. Geoffrey P. Crosby, P.E., of Neel-Schaffer, Inc. will be the designated representative of the Engineer.

Please return a copy of this NOTICE TO PROCEED and ACCEPTANCE OF NOTICE to the undersigned and to Neel-Schaffer, Inc., indicating your receipt of this document in the space provided below.

Sincerely,

City of Hattiesburg, Mississippi

Mayor Toby Barker

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this, the _____ day

of _____, 20_____.

By _____

Title _____

CONTRACT CHANGE ORDER

OWNER: _____ PROJECT NAME: _____

CONTRACTOR: _____

DATE: _____

CHANGE ORDER NUMBER: _____ CONTRACT NUMBER: _____

REASON FOR CHANGE: _____

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QTY	UNIT COST	TOTAL CONTRACT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

TOTAL CONTRACT CHANGE	\$
	TOTAL CONTRACT
ORIGINAL CONTRACT AMOUNT:	\$
CURRENT CONTRACT AMOUNT:	\$
THIS CONTRACT CHANGE	
REVISED CONTRACT AMOUNT:	\$
CURRENT CONTRACT COMPLETION DATE:	
TIME EXTENSION REQUIRED BY CHANGE:	
REVISED CONTRACT COMPLETION DATE:	
THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY. RECOMMENDED BY: _____ ENGINEER _____ DATE _____ NEEL-SCHAFFER, INC. ACCEPTED BY: _____ CONTRACTOR _____ DATE _____ ACCEPTED BY: _____ OWNER _____ DATE _____	

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



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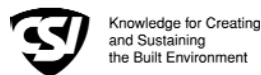
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AMERICAN SOCIETY OF CIVIL ENGINEERS

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The Associated General Contractors of America



Construction Specifications Institute

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American Council of Engineering Companies
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American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times

but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

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

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or

responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's

sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will

promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to

entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection

from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or

received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer,, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or

disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance

with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

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

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

1. Definitions

- A. The definition of "Technical Specifications" shall be the same as the definition for Specifications stated in Paragraph 1.01 under item number 43 of the General Conditions.
- B. Delete Paragraph 1.01.A.12 of the General Conditions in its' entirety.
- C. In Paragraph 1.01A.52 delete the following words, "or responding to differing or unseen subsurface or physical conditions under which the work is to be performed or to emergencies."

2. Commencement of Contract Time: Notice to Proceed

The commencement of Contract Time, as stated in Item 2.03 of the General Conditions is changed to read The Contract Time will commence to run within the sixtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the sixtieth day after the Effective Date of the Agreement.

Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement. Refer to Item 21 of the Instructions to Bidders regarding execution of the Contract.

3. Before Starting Construction

In addition to the requirements of Paragraph 2.05 of the General Conditions, "**CONTRACTOR** shall deliver to the **OWNER**, with his signed Contract, all bonds and insurance which he is required to purchase and maintain in accordance with Article 5 of the General Conditions. A copy shall also be submitted to the **ENGINEER**. The **OWNER** shall deliver to the **CONTRACTOR** a copy of all policies of insurance which the **OWNER** is required to purchase and maintain in accordance with Article 5 of the General Conditions."

4. Preconstruction Conference

The time period for holding the preconstruction conference as stated in Paragraph 2.06 of the General Conditions shall be within 30 days after the Effective date of the Agreement, but before the **CONTRACTOR** starts the Work at the site.

5. Subsurface and Physical Conditions

Paragraphs 4.02 and 4.03 shall be deleted in its' entirety and replaced with the following:

DIFFERING SITE CONDITIONS PROVISION:

Execution of this Contract (Agreement) by the Contractor is a representation that the Contractor has visited the site, that general and local conditions are suitable for the work to be performed and that the Contractor accepts all conditions at the Project site. The Contractor assumes all risks with respect to the requirements of the Contract Documents, including without limitation the characteristics (natural and manmade) of the site, site accessibility, labor rates and availability, weather conditions, and any other matter that could affect the performance and cost of the work.

6. Insurance Requirements

- A. Paragraphs 5.05 and 5.06 shall be deleted in their entirety.
- B. Paragraphs 5.07.B, 5.07.B.1 and 5.07.B.2 shall be deleted in their entirety.
- C. In addition to the requirements of Article 5 of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.
 - 1. The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**. If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**, including all additional insureds and waivers of subrogation.
 - 2. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein and all coverage requirements specified in contract documents are filed with and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.
 - 3. The **CONTRACTOR** shall secure and maintain in effect for the period of the **CONTRACT** and pay all premiums for the following kinds and amounts of insurance:
 - a. Worker's Compensation and Employer's Liability Insurance: This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability limits in the amount of ONE MILLION DOLLARS (\$1,000,000.00). **CONTRACTOR** and subcontractors shall supply **OWNER** endorsements from their carriers evidencing waiver of subrogation in favor of the **OWNER**.
 - b. **CONTRACTOR'S** and Subcontractor's Comprehensive General Liability Insurance, including bodily injury, property damage, contractual and other

standard coverage contained in Comprehensive General Liability Insurance, in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and aggregate. **OWNER** shall be provided an endorsement naming the **OWNER** as an insured from the insurer for the work contracted. The Comprehensive General Liability policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- i. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
 - ii. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
 - iii. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.
- c. **CONTRACTOR'S** Contingent or Protective Liability and Property Damage: In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect the **CONTRACTOR** from any and all claims arising from the operation of Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.
- d. Auto Liability: The **CONTRACTOR** shall maintain Auto Liability Insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit to protect him from any and all claims arising from the use of the following:
- i. **CONTRACTOR'S** own automobiles and trucks.
 - ii. Hired and non-owned automobiles and trucks.
 - iii. Automobiles and trucks owned by Subcontractors.
- The aforementioned is to cover use of automobiles and trucks on and off the site of the Project. The **OWNER** shall be provided an endorsement from the insurer naming the **OWNER** as an insured for the work contracted.
- e. **OWNER'S** Protective Liability Policy: The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds, in an amount not less than ONE MILLION DOLLARS (\$1,000,000).
- f. Umbrella Liability: The **CONTRACTOR** shall provide **OWNER** a certificate of insurance evidencing Umbrella Liability Insurance in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000).
- g. Builder's Risk and Boiler and Machinery Insurance: The **CONTRACTOR** shall purchase and maintain Builder's Risk and Boiler and Machinery Insurance in the amount of the total value of the materials necessary for the

project. A certificate evidencing such coverage shall be on file with the **OWNER**.

h. Property Insurance: No property insurance is required for this project.

7. Contractor's Responsibilities

Delete Paragraph 6.02.B in its entirety.

8. Record Documents

In addition to the requirements of Paragraph 6.12 of the General Conditions, **CONTRACTOR** shall provide accurate 'mark-ups' acceptable to the **ENGINEER** on or before the date of Substantial Completion of the Project for use by the **ENGINEER** in the preparation of 'record' drawings. Final payment will not be made to the **CONTRACTOR** prior to the **ENGINEER** receiving these mark-ups from the **CONTRACTOR**.

9. Limitations on ENGINEER'S Responsibilities

In addition to the requirements of Paragraph 9.09.B, when it comes to his attention, the **ENGINEER** will immediately notify the **OWNER** in the event that the **CONTRACTOR** is not complying with the Contract Documents or is conducting the Work in such a manner that could be considered grounds for termination of the Contract. The **CONTRACTOR** shall retain responsibility for performing all Work in compliance with the Contract Documents.

The following language shall be added to Paragraph 9.09.B:

“Consistent with the express provisions of this Section 00700, Article 6.13, Article 6.17.D.2, Article 9.02.B, Article 9.09, this Article 9.09.B, and Article 14.02.B.4.b, any reference to “safety” elsewhere in this contract, including but not limited to those found in Section 00700, Articles 4.02.B.1, 4.04.A.2.d, 4.04.B.1, 4.06.B.1, 6.02.B, 6.14, 6.15, 6.16, 6.17.C.1.c, and 13.02.A, does not impose upon the Engineer any duty, obligation or other contractual undertaking to administer the “safety” aspects of Contractor’s performance, or any other matter relating to the Contractor’s means, methods, techniques, sequences or procedures. Contractor’s contractual safety obligations and means and methods during construction are the sole responsibility of the Contractor and are not being administered, overseen or reviewed in any way by the Engineer in performing its contractual obligations”

10. Change of the Contract Time

In addition to the requirements of Paragraph 12.03 of the General Conditions, rainstorms which are encountered in the project area on a regular and seasonal basis do not constitute an abnormal weather condition.

11. Payments to **CONTRACTOR**

Paragraph 14.02, Application for Payments, is deleted in its' entirety and the following substituted therefore:

-
- A. Monthly Estimates and Partial Payments: The **CONTRACTOR'S** partial payment period shall end on the last day of each month. The **CONTRACTOR** shall submit acceptable Application for Payment to the **ENGINEER** by the date indicated on the payment schedule as supplied to **CONTRACTOR** by **ENGINEER** provided that the amount due on completed work is at least \$500.00. The partial payment request shall be filled out and signed by the **CONTRACTOR** covering the work completed as of the date of the request and accompanied by such supporting documentation as is required by the Contract Documents and also as the **ENGINEER** may reasonably require. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include in any monthly estimate advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER'S** title to the material and equipment and protect **OWNER'S** title to the material and equipment and protect **OWNER'S** interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR'S** obligations reflected in prior Applications for Payment.
- B. After each monthly estimate has been approved, the **OWNER** shall pay to the **CONTRACTOR** 95 percent of the amount of said estimate. From the total value of each estimate there will be deducted an amount equivalent to 5 percent of the whole as a retainage to be held by the **OWNER**. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include any monthly advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work.
- C. Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. The sum will not be included in a subsequent estimate until the defects have been remedied to the **ENGINEER'S** satisfaction.
- D. The **OWNER** reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the **OWNER'S** Attorney, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the **CONTRACTOR** or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

Paragraph 14.02.C of the General Conditions is modified to read “60 days after presentation of the Application for Payment to **OWNER** with **ENGINEER’S** recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by **OWNER** to **CONTRACTOR**.”

Paragraph 14.07.C of the General Conditions is modified to read, "If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within 60 days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**."

Delete Paragraph 14.09.A.2 in its entirety.

12. List of Contract Drawings: Not Used.

13. Liquidated and Special Damages

When the Contractor fails to complete the work within the time stipulated, a deduction will be made of \$750 a day from the money due the Contractor not as a penalty but as liquidated damages. The Contractor and the Contractor’s Sureties shall be liable for all liquidated damages in excess of money due the Contractor.

14. Suspension of Work and Termination

In Paragraph 15.04.A delete the following words: “or Engineer fails to act on any Application for Payment within thirty days, after it is submitted” and add the words “if the”. In Paragraph 15.04.B delete the following words: “if Engineer has failed to act on an Application for Payment within thirty days after it is submitted” and add the words “if the”.

16. Methods and Procedures

Delete sentence 16.01.C.2 in its entirety

*** * END OF SECTION * ***

SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.01 Location of Work

All of the work of this Contract is located in public right-of-way or on easements and property owned or obtained by the Owner.

1.02 Work to be Done

- A. The CONTRACTOR shall furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.
- B. The CONTRACTOR shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- C. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the CONTRACTOR without additional compensation, whether specifically indicated in the Contract Documents or not.
- D. The CONTRACTOR shall comply with all county, state, federal, and other codes which are applicable to the proposed construction work.

1.03 General Description of Work to be Performed

- A. The Work included in the Contract shall be as described in the Contract Documents.
- B. All work shall be done as described in the Specifications and as shown on the Drawings, complete, tested and ready for operation.

1.04 Work Sequence

- A. All work to be done under the Contract shall be done with minimum inconvenience to the OWNER. The CONTRACTOR shall coordinate his work with private property owners such that existing drainage, water service, sewer service and garbage pickup and other public services are maintained at all times.
- B. Construct Work in stages to accommodate the OWNER'S use of the premises during the construction period; coordinate the construction schedule and operations with the ENGINEER.
- C. Construct the Work in stages to provide for public convenience. Do not close off public

access until completion of one stage of construction will provide alternative usage.

1.05 Construction Areas

- A. CONTRACTOR shall limit his use of the construction areas for Work and for storage, to allow for:
 - 1. Work by other contractors.
 - 2. OWNER use.
 - 3. Public use.
- B. Coordinate use of work site under direction of ENGINEER.
- C. Assume full responsibility for the protection, security and safekeeping of products under this Contract stored on the site.
- D. Move any stored products, under CONTRACTOR'S control which interfere with operations of the OWNER or other contractors.
- E. Obtain and pay for the use of additional storage or work areas needed for operations.

1.06 Owner Occupancy

- A. OWNER will have full access to and use of all existing sewer facilities during the entire period of construction for the conduct of his normal operations. Cooperate with ENGINEER in all construction operations to minimize conflict and to facilitate OWNER usage.
- B. CONTRACTOR shall at all times conduct his operations as to insure the least inconvenience to the general public.

1.07 Partial Owner Occupancy

The CONTRACTOR shall schedule his operations for completion of portions of the Work, as designated, for the OWNER'S occupancy prior to Substantial Completion of the entire Work.

1.08 Plans and Specifications

- A. Specifications: The Technical Specifications consist of three parts: General, Products, and Execution. The General section contains general requirements which govern the work. The Products and Execution sections modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.
- B. Intent:
 - 1. All work called for in the Specifications applicable to the Contract but not shown on the Plans in their present form or vice versa shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described at the CONTRACTOR'S expense.
 - 2. The apparent silence of the Specifications as to any detail, or the apparent omission

from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

- C. Conflict between Drawings and Specifications. Where an obvious conflict exists between the Plans and Specifications, the ENGINEER shall decide which governs and the CONTRACTOR shall comply with the decision. Such decision shall not be grounds for additional payment to the CONTRACTOR, i.e., the CONTRACTOR shall include the price of the most expensive alternative in his bid.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 Description

- A. CONTRACTOR shall furnish all labor, materials, tools, equipment, appurtenances and all services necessary to perform all Work required, at the lump sum or unit prices for the items listed in the Prices Bid Table located in the Bid Proposal.
- B. The pay items listed in the Bid Proposal constitute all of the pay items for the completion of the Contract. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant, services, CONTRACTOR'S or ENGINEER'S field offices, layout surveys, job signs, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, removal of waste, watchmen, bonds, insurance, and all other requirements of the Contract Documents. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and unit pay items listed herein.

1.02 Engineer's Estimate of Quantities

The ENGINEER's estimated quantities for unit bid prices, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. The OWNER does not expressly or by implication agree that the nature of the materials encountered below the surface of the ground or the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as OWNER may deem necessary.

1.03 Related Provisions Specified Elsewhere

- A. Payments to CONTRACTOR: Refer to General Conditions and Supplemental Conditions.
- B. Changes in Contract Price: General Conditions and Contract Forms.
- C. Schedule of Values: Section 01026.

1.04 Measurement of Quantities

- A. The measurement and determination of quantities for each pay item will be made in general as prescribed hereinafter and specifically as set out under Method of Measurement and Basis of Payment for each respective pay item section. Actual authorized quantities of work, complete and accepted under the contract, will be measured by the Engineer according to United States standard measures, and in accordance with well recognized engineering practices.
- B. A station when used as a definition or term of measurement will be 100 linear feet.

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- C. Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures having an area of nine square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered by the Engineer.
 - D. Where the area unit for measurement and payment is specified for erosion control items, the measurements will be taken on the slope of the ground to compute the actual surface area for payment.
 - E. Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
 - F. All items which are measured by the linear foot, such as pipe culverts, guardrail, underdrains, etc., will be measured as specified under the Method of Measurement for the item unless otherwise shown on the plans.
 - G. No payment will be made for unauthorized excavation. Excavation or embankment performed beyond the required neat lines or slope stakes will not be measured for payment unless within tolerances specified or otherwise provided.
 - H. In computing volumes of excavation and embankment, the average end area method will be used, unless otherwise specified.
 - I. When size number is used in the measurement of wire, it will mean the size number specified in AASHTO Designation: M 32.
 - J. The term ton will mean the short ton consisting of 2000 pounds avoirdupois. All materials which are specified for measurement by the ton shall be weighed by competent personnel on approved scales set at locations approved by the Engineer or in the case of prepackaged materials, the manufacturer's bag weight may be used. If material is shipped by rail, the car weight may be accepted provided it is the actual weight of material and not minimum car weight used for assessing freight tariff. However, car weights will not be acceptable for material to be used in mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such time as the Engineer directs, and each truck shall bear a plainly legible identification mark.
 - K. When a complete structure or structural unit, in effect "lump sum" work, is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.
 - L. Volumes of materials computed in cubic yards by the average end area method are designated as "Final Measure" (FM), or "Final Measure - Embankment" (FME). Volumes of materials designated for measurement loose in the vehicle are designated as "Loose Vehicle Measure" (LVM).

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- M. Volumetric measurement of excavation, embankment, granular materials or similar materials in cubic yards will be made by the methods designated on the plans or in the proposal. For justifiable reasons, such as impracticability of measurement of volumes (usually small) by the designated method, the Engineer may order measurement by another method as follows:
1. Volumes designated for payment by FM may be measured LVM and converted to contract measurement by multiplying the loose measure by 80 percent.
 2. Volumes designated for payment by LVM may be measured in its original position by the average end area method and multiply the FM measure by 125 percent.
 3. Volumes designated for payment by FME may be measured in its original position by the average end area method and multiply the FM measure by 90 percent.
 4. Small volumes of surplus, excess excavation or other small volumes of excavation which are impractical to measure by the average end area method but are designated to be measured by FME may be measured LVM and multiply the loose measure by 72 percent.

When the Engineer orders the use of a conversion factor for converting a unit of measure, the ordered method of measurement shall be deemed acceptable to all parties and shall be final.

- N. When requested by the Contractor and with written approval of the Engineer, material specified to be measured by the cubic yard or ton may be converted to the other measure as appropriate. Factors for this conversion will be determined by the Engineer and agreed to by the Contractor before such method of measurement is used.
- O. All materials measured by the cubic yard LVM shall be hauled in approved vehicles and verified at the point of delivery. Vehicles may be of any size or type acceptable to the Engineer provided the body is of such shape that the capacity may be readily and accurately determined to the whole cubic yard. Unless all vehicles on the work are of uniform capacity, each vehicle must be plainly labeled to indicate its measured capacity. All vehicles shall be legibly numbered for identification.
- P. The vehicles shall be loaded to ensure a water level load when they arrive at the point of delivery. Loads hauled in unapproved vehicles and loads of a quantity less than the measured quantity for the hauling vehicle, will be subject to rejection.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 Requirements Included

Submit Applications for Payment to the ENGINEER in accordance with the General Conditions and in the form required by the OWNER.

1.02 Format and Data Required

- A. Submit applications typed with itemized Schedule of Values data typed on 8-1/2 inch x 11 inch white continuation sheets.
- B. Provide detailed substantiating data on additional sheets, including paid invoices where applicable.

1.03 Preparation of Application for Progress Payments

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
 - 3. Execute certification with signature of a responsible officer of the CONTRACTOR.
- B. Continuation Sheets:
 - 1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
 - 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to the nearest dollar or as specified for Schedule of Values.
 - 3. List each Change Order executed prior to date of submission by Change Order Number and description.
 - 4. To receive payment for materials stored on site, submit copies of the original paid invoices with the application for payment.

1.04 Substantiating Data for Progress Payments

- A. Provide substantiating data containing suitable information for review of costs requested with the applications for progress reports identifying:
 - 1. The payment item to which the substantiating data applies.
 - 2. Application number and date.
 - 3. Detailed list of enclosures.
 - 4. For stored materials:
 - a. Item number and identification as shown on application.
 - b. Description of specific material and invoice of delivered material.

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- c. Consolidated inventory of stored materials showing:
 - (1) Materials received.
 - (2) Materials used.
 - d. Additional stored materials may not be claimed upon reaching 75% completion of the total project.
 - e. Stored Materials shall be inventoried jointly prior to each pay request.
- B. Submit one copy of data for each copy of application for payment.
- C. The CONTRACTOR is to maintain an updated set of record drawings in accordance with Section 01720. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the OWNER and the ENGINEER.
- D. Construction photographs as required by Section 01380 will be submitted with each progress payment and shall be considered a part of that payment request.
- E. Updated construction schedule showing work completed and work projected by month to the completion of the project.

1.05 Preparation of Application for Final Payment

- A. Fill in application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statement of accounting.

1.06 Submittal Procedure

- A. Submit applications for payment to the ENGINEER at the times stipulated in the General Conditions.
- B. Initially a pencil draft application shall be informally submitted to the ENGINEER who shall review the draft with the CONTRACTOR and make adjustments as appropriate. The CONTRACTOR shall then prepare a formal typed application using the informally approved amounts and submit three (3) complete sets to the ENGINEER.
- C. When the ENGINEER finds the application properly completed and correct, as informally approved, he will transmit it to the OWNER for payment with a copy to the CONTRACTOR.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01030

SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 WORKMANSHIP, MATERIAL AND EQUIPMENT

- A. When a particular product is specified or called for, it is intended and shall be understood that the Contractor include those products in his bid. Should the Contractor desire to substitute products which he purports to be equal to those specified, the Contractor shall furnish information as described in Section 00700, General Conditions, The alternative products(s) submitted by the Contractor shall meet the requirements of the specifications and shall, in all respects, be equal to the products specified by name herein.
- B. All apparatus, mechanism, equipment, machinery, and manufactured articles for incorporation into the Work shall be new and unused and the standard products of recognized reputable manufacturers.

1.02 PROVISIONS FOR CONTROL OF EROSION AND POLLUTANTS

Sufficient precautions shall be taken during construction to minimize the runoff of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other materials harmful to humans, fish, or other life, into the ground and surface waters of the state. Contractor will give all notices and comply with all laws, notices, ordinances, rules and regulations applicable to the work, without exception.

1.03 ON-SITE STORAGE

The Contractor's attention is invited to special storage requirements and possible charges for noncompliance of on-site storage requirements for materials and equipment as specified in Section 01600.

1.04 INCLEMENT WEATHER

- A. In the event of inclement weather, or whenever Engineer shall direct, Contractor and Subcontractors will protect carefully the work and materials against damage or injury from the weathers, including sudden rises in flows due to storms outside the immediate construction zone. Damaged Work and materials shall be removed and replaced. If, in the opinion of Engineer, any portion of Work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or Subcontractors to so protect the Work, no additional time for removal and replacement will be given by the Owner.

1.05 WARRANTIES

- A. All work supplied under the Contract shall be warranted for a period of one (1) year or such longer period of time as may be prescribed by any special guarantee required by Change Orders or issued by Subcontractor, suppliers, or manufacturers, from the date of acceptance for operations (beneficial use) by the Owner as specified in Section 01740, Warranties and Bonds.
- B. The work shall be warranted to be free from defects in workmanship, design and materials. If any part of the work should fail during warranty period, it shall be replaced or restored to service at no expense to the Owner.

1.06 CONSTRUCTION CONDITIONS

The Contractor shall strictly adhere to the specific requirements of the governmental units(s) or agency(ices) having jurisdiction over the work. Wherever there is a difference in the requirements of a jurisdictional body and these Specifications, the more stringent shall apply.

1.07 PUBLIC NUISANCE

The Contractor shall not create a public nuisance, including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.

1.08 SUSPENSION OF WORK DUE TO WEATHER

During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspensions shall be final and binding. The authority of the Engineer to issue such an order shall not be interpreted as a requirement to do so. During suspension of the work from any cause, the work shall be suitably covered and protected so as to preserve it from injury by the weather. Notwithstanding this provision, it is understood and agreed that the General Conditions shall control.

1.09 RELOCATIONS

The Contractor shall be responsible for the relocation of structures, including, but not limited to, light poles, signs, sign poles, fences, mailboxes, piping, conduits and drains that interfere with the positioning of the work as set out on the Drawings. The cost of all such relocations shall be included in the bid.

1.10 SALVAGE

Any existing equipment or materials, including, but not limited to, valves, pipes, fittings, couplings, etc., which are removed or replaced as a result of construction under this project may be designated as salvage by the Engineer and, if so, shall be removed and delivered to the Owner at a location directed by the Engineer.

1.11 PERMITS

Upon notice of award, the Contractor shall immediately apply for all applicable permits not

previously obtained by the Owner to do the work from the appropriate governmental agency or agencies. No work shall commence until all applicable permits have been obtained and copies delivered to the Engineer. The costs for obtaining all permits shall be borne by the Contractor.

1.12 HAZARDOUS LOCATION

- A. The existing wet wells, manholes, sewers, force mains, pipes, and other related areas are hazardous locations in that explosive concentrations of sewage gas may be present. The Contractor is cautioned that the above areas, especially the wet well, may be deficient in oxygen. Checks shall be made by the Contractor whenever personnel are working in these areas to insure that adequate ventilation has been provided.
- B. In his operations in hazardous locations, the Contractor shall use spark-proof tools and explosion-proof temporary lighting and shall not use electric power tools, open flame devices, electric welding or any device or methods which might conceivably cause ignition or explosion.
- C. If a working is atmosphere is unsafe, the Contractor shall furnish, install, operate, and later remove such temporary auxiliary ventilating facilities as are necessary to provide a safe atmosphere.
- D. The Contractor shall also instruct and caution his employees and the employees of his subcontractors to avoid smoking while in the hazardous areas. Suitable prominent "No Smoking" signs shall be placed at locations where sewage gas could be present.

1.13 NOTIFICATION OF WORK ON EXISTING FACILITIES

Before commencing work on any of the existing structures or equipment, the Contractor shall notify the Engineer, in writing, at least ten (10) calendar days in advance of the date he proposes to commence such work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01041

PROJECT COORDINATION

PART 1 GENERAL

1.01 Work Progress

The CONTRACTOR shall furnish personnel and equipment which will be efficient, appropriate, and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the contract. If at any time such personnel appear to the ENGINEER to be inefficient, inappropriate, or insufficient for performing the quality of work required or for producing the rate of progress aforesaid, he may order the CONTRACTOR to increase the efficiency, change the character or increase the personnel and equipment, and the CONTRACTOR shall conform to such order at his own expense. Failure of the ENGINEER to give such order shall in no way relieve the CONTRACTOR of his obligations to perform the work at the specified quality and rate of progress.

1.02 Private Land

The CONTRACTOR shall not enter or occupy private land outside of the OWNER'S land, right-of-ways, or servitudes except by written permission of both the OWNER and the Owner of the private land. Such permission shall be obtained by and at the expense of the CONTRACTOR and at no additional cost to the OWNER.

1.03 Work Locations

Work shall be located substantially as indicated on the Drawings, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

1.04 Open Excavations

All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The CONTRACTOR shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by the public, OWNER'S and ENGINEER'S personnel, and workmen.

1.05 Test Pits

Test pits for the purpose of locating underground utilities or structures which may interfere with installation of the Work shall be excavated in advance of the Work and backfilled by the CONTRACTOR. Test pits shall be backfilled immediately after their purpose has been satisfied and maintained in a manner satisfactory to the ENGINEER. The costs for such test pits shall be included in the cost of the work for which the test pits benefit.

1.06 Water for Construction Purposes

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- A. In locations where public water supply is available, the CONTRACTOR shall purchase water for all construction purposes.
 - B. The CONTRACTOR shall make his own arrangements and pay all costs for connections to public water systems and for water used. Existing OWNER supplies or connections shall not be used without prior approval by OWNER.

1.07 Maintenance of Flow

The CONTRACTOR shall maintain the flow of sewers, drains, and water courses interrupted during the progress of the Work, including complete pumped bypass systems where necessary. The CONTRACTOR shall immediately remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the ENGINEER well in advance of the interruption of any flow. All temporary works installed for flow maintenance shall be removed when the permanent work is finished and the areas cleaned and restored to good condition.

1.08 Protection of Construction and Equipment

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed. All portions of the work injured shall be reconstructed by the CONTRACTOR at his own expense.
- B. All structures shall be protected in a suitable manner. Should any parts of the structures become heaved, cracked or otherwise damaged, all such damaged portions of the work shall be completely repaired and made good by the CONTRACTOR at his own expense and to the satisfaction of the ENGINEER. If, in the final inspection of the work, any defects, faults or omissions are found, the CONTRACTOR shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the CONTRACTOR shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein for at least the guarantee period described in the contract.
- C. The CONTRACTOR shall take all necessary precautions to prevent damage to any structure due to water pressure (groundwater or surface water) during and after construction and until such structure is accepted and taken over by the OWNER.
- D. The CONTRACTOR is responsible for security of the site. Security of all equipment, material, tools, machinery, supplies, structures, buildings, vehicles and offices is the responsibility of the CONTRACTOR. Measures to affect job site security and limit unauthorized access, including temporary fencing, security guards, and other measures are the responsibility of the CONTRACTOR at his expense.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01041.1

UTILITIES COORDINATION

PART 1 GENERAL

1.01 UTILITIES

Utilities for the purpose of these specifications shall be considered as including, but not limited to: pipelines, conduits, cables, transmission lines and appurtenances of Public Utilities and those of Special Utility Districts, Cities or Towns, businesses or individuals solely for their own use or for use of their tenants; and storm drains, sanitary sewers, street lighting, traffic signal and fire alarm systems.

1.02 UNDERGROUND INSTALLATIONS

Existing underground pipelines and utilities are indicated on the Drawings only to the extent such information was made available to or discovered by Engineer in preparing drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed by the Owner and the Engineer.

1.03 UTILITIES LOCATED IN CITY RIGHT-OF-WAY

Unless otherwise provided or excepted herein, the removal, adjusting, relocation, or replacement of utility structures or facilities within City right-of-way which may be necessary for construction of the work in accordance with these Contract Documents, shall be at the expense of the Contractor.

It shall be the Contractor's responsibility to protect and maintain those utilities which, in the opinion of the Engineer, do not need to be disturbed in order to accomplish the work required by the contract.

1.04 RELOCATIONS OF EXISTING GAS LINES, TELEPHONE LINES, ELECTRIC LINES, CABLE TV LINES AND WATER LINES

The Contractor shall notify the proper authority of the utility involved when relocation of these lines is required. The Contractor shall coordinate all work by the utility so that the progress of construction will not be hampered.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

The Contractor, when the Notice to Proceed is received, shall notify the owners of utilities affected by the work, the approximate date upon which he will begin work, and shall submit a progress schedule of the proposed work. This shall be deemed sufficient notice if the project progresses according to the progress schedule submitted with the notification. If changes in the schedule of the

work occur, the Contractor shall appraise both the owner of the utility affected and the Engineer so that adjustments in the work schedule of utility can be made. The Contractor shall be responsible for damages to the utility facility and construction delays resulting from failure to notify the utility and the Engineer of changes in procedure or location.

3.02 PROTECTION OF EXISTING UTILITIES

- A. The attention of the Contractor is drawn to the fact that during excavation, the possibility exists of the Contractor encountering various water, gas, telephone, electrical, or other utility lines not shown on the Drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the Owner.
- B. The Contractor shall assume full responsibility for the protection of all utilities, public and private, including poles, services to buildings, gas pipes, water pipes, hydrants, sewers, drains, and electric and telephone cables, whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such utilities from injury of any kind. Any damage resulting from the Contractor's operation shall be repaired by him at his expense.

The protection and preservation of utility facilities which are located within the right-of-way, but outside the normal limits of construction, as determined by the Engineer, shall be the responsibility of the Contractor. The Contractor shall be responsible for all damage to utilities which are due to his negligence.

- C. The Contractor shall bear full responsibility for obtaining locations of all underground structures and utilities (including existing water services, drain lines, and sewer). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by the Contractor.
- D. If, in the opinion of the Engineer, permanent relocation of a utility owned by the City is required, he may direct the Contractor, in writing, to perform the work. Work so ordered will be paid for at the Contract unit prices, if applicable, or as extra work under Article 10 of the General Conditions. If relocation of a privately owned utility is required, the Contractor will notify the Utility to perform the work as expeditiously as possible. The Contractor shall fully cooperate with the County and Utility and shall have no claim for delay due to such relocation.
- E. The Contractor shall notify public and private utility companies in writing at least two, but not more than five full days (excluding Saturdays, Sundays, and legal holidays) before excavating near their utilities.

3.03 UTILITIES TO BE ADJUSTED

The owners of utility facilities which require relocation, removal, adjustment or replacement shall, if possible and feasible, perform this work prior to the commencement of the Contractor's work. Where utility work must be done in conjunction with the Contractor's work on the project or in conjunction with the work of other utilities, arrangements for when, how and where the operation is to proceed

shall be worked out among the parties concerned. If disputes arise, the Engineer shall decide the course of action to be taken.

3.04 UTILITIES CONFLICTING WITH OPERATIONS

Those utility facilities which do not conflict with the improvement, but which are obstructions to the operations required for installation or which are obstructions to the operations required for installation of which present unusual difficulty due to their close proximity to the area of the operations, shall be located with certainty by the owners of the utility prior to the arrival of the Contractor's operation which would be hindered by the utility facility. The Contractor is required to preserve the utility facility in place without damage and shall be responsible for damages sustained, if the utility owner has located the facility by exposing it to the view of the Contractor or has otherwise made the Contractor aware, with certainty, of the location of the facility. Any other arrangements that the Contractor may make with a utility owner as a substitute for the requirements of this Section shall require the approval of the Engineer, in writing.

3.05 MISLOCATED UTILITIES

The owner of a utility shall be wholly responsible for the proper location of his facilities which are affected by construction work performed according to these specifications. Improperly located or mislocated facilities which are damaged during construction shall be the responsibility of the utility, providing proper notification has been given.

*** * END OF SECTION * ***

SECTION 01045
CUTTING AND PATCHING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor shall be responsible for all cutting, fitting and patching, including attendant excavation and backfill, required to complete the Work to include:

- A. Make its several parts fit together properly.
- B. Uncover portions of the Work to provide for installation of ill-timed work.
- C. Remove and replace defective work.
- D. Remove and replace work not conforming to requirements of the Contract Documents
- E. Remove samples of installed work as specified for testing.

1.02 SUBMITTALS

- A. Submit a written request to the Engineer well in advance of executing any cutting or alteration which affects:
 - 1. Work of the Owner or any separate contractor.
 - 2. Structural value or integrity of any element of the Project or work.
 - 3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 - 4. Efficiency, operational life, maintenance or safety of operational elements.
 - 5. Visual qualities of sight-exposed elements.
- B. Request shall include:
 - 1. Identification of the work.
 - 2. Description of affected work.
 - 3. The necessity for cutting, alteration or excavation.
 - 4. Effect on work of Owner or any separate Contractor, or on structural or weatherproof integrity of work.

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5. Description of proposed work:
 - a. Scope of cutting, patching, alteration, or excavation.
 - b. Trades who will execute the work.
 - c. Products proposed to be used.
 - d. Extent of refinishing to be done.
 6. Alternatives to cutting and patching.
 7. Cost proposal, when applicable.
- C. Submit written notice to the Engineer designating the date and the time the work will be uncovered.

PART 2 PRODUCTS

2.01 MATERIALS

Comply with specifications and standards for each specific product involved.

PART 3 EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect conditions affecting installation of products or performance or work.
- C. Report unsatisfactory or questionable conditions to the Engineer in writing; do not proceed with work until the Engineer has provided further instructions.

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for the portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Employ original installer or fabricator to perform cutting and patching for:
 - 1. Weather-exposed or moisture-resistant elements.
 - 2. Sight-exposed finished surfaces.
- D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract Documents.
- F. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish entire unit.

*** * END OF SECTION * ***

SECTION 01050
FIELD ENGINEERING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall provide and pay for field engineering services for:
 - 1. Survey work required in execution of work.
 - 2. Civil, structural, or other professional engineering services specified or required to execute the Contractor's construction method.
- B. The method of field staking for the construction of the work shall be at the option of the Contractor. The Owner shall provide the engineering surveys to establish reference points which in his judgment are necessary to enable the Contractor to proceed with his work.
- C. The accuracy of any method of staking shall be responsibility of the Contractor. All engineering for vertical and horizontal control shall be the responsibility of the Contractor.
- D. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the Contractor, the Contractor shall not proceed with any work until he has reestablished such points, marks, lines and elevations as may be necessary for the prosecution of the work.
- E. The Contractor shall retain the services of a competent surveyor, registered in the State of Mississippi, to layout the work and maintain a survey during construction. The Contractor shall be solely responsible for proper location of the work.

1.02 SURVEY REFERENCE POINTS

Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.

- 1. Make no changes or relocations without prior written notice to the Engineer.
- 2. Report to the Engineer when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

1.03 PROJECT SURVEY REQUIREMENTS

- A. Establish temporary bench marks as needed, referenced to data established by survey control points. Record locations, with horizontal and vertical data, on Record Drawings.
- B. Establish lines and levels, and locate and lay out, by instrumentation and similar appropriate

means:

1. Site improvements, including utility slopes and invert elevations.
 2. Batter boards for structures.
- C. From time to time, verify layouts by same methods.
- D. Establish all lines and grades prior to construction of site improvements.

1.04 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. At Contract closeout, submit a survey of installation of water mains, fire hydrants, and valves at the same scale as the Engineer's drawings indicating elevations and channel stationing at 100 foot increments.

1.05 SUBMITTALS

- A. On request of the Engineer, submit documentation to verify accuracy of field engineering work.
- B. Submit Drawings showing locations of all pipes and structures constructed. This Drawing shall be included with the Record Drawings.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Abbreviations and acronyms used in Contract Documents to identify reference standards are as indicated herein.

1.02 QUALITY ASSURANCE

- A. Applications: When a standard is specified by references, comply with requirements and recommendations stated in the standard, except when requirements are modified by the Contract Documents, or applicable codes establish stricter standards.
- B. Publications Date: The publication in effect on the date of issue of Contract Documents, except when a specific publication date is specified.

1.03 ABBREVIATIONS, NAMES, AND ADDRESSES OF ORGANIZATIONS

The following standards may be referenced in the Contract Documents. The contractor shall obtain copies of reference standards directly from the publication source when needed for proper performance of Work or when required for submittal by Contract Documents.

AAN	American Association for Nurserymen 1250 I Street N.W., Suite 500 Washington, DC 20005 (202) 789-2900
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, N.W., Suite 225 Washington, DC 20001 (202) 624-5800
ACI	American Concrete Institute Post Office Box 19150 22400 W. Steven Mile Road Detroit, MI 48219 (313) 532-2600
ACPA	American Concrete Pipe Association 8320 Old Courthouse Road, Suite 201 Vienna, VA 22180 (703) 821-1990
AI	Asphalt Institute

	Asphalt Institute Building College Park, MD 20740-1802
AISC	American Institute of Steel Construction 400 North Michigan Avenue Chicago, IL 60611 (312) 670-2400
AISI	American Iron and Steel Institute 1133 15th Street N.W., Suite 300 Washington, DC 20005 (202) 452-7100
ANSI	American National Standard Institute 1430 Broadway New York, NY 10018 (212) 354-3300
ASCE	American Society of Civil Engineers 345 East 47th Street New York, NY 10017 1-800-548-ASCE 345 East 47th Street New York, NY 10017 (212) 705-7722
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103 (215) 299-5400
AWPA	American Wood Preserver's Association Post Office Box 849 Stevensville, MD 21666 (301) 643-4163
AWS	American Welding Society Post Office Box 351040 550 LeJeune Road, N.W. Miami, FL 33126 1-800-443-9353
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235 (303) 794-7711
CLFMI	Chain Link Fence Manufacturers Institute

	1776 Mass Avenue N.W., Suite 500 Washington, DC 20036 (202) 659-3537
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173 (312) 517-1200
DIPRA	Ductile Iron Pipe Research Association 245 Rivercase Parkway E., Suite 100 Birmingham, AL 35244 (205) 988-9870
FS	Federal Specification General Services Administration Specifications and Consumer Information & Distribution Section (WFSIS) 7 and D Street S.W., Room 654 Washington, DC 20407 (202) 472-2140
IEEE	Institute of Electrical and Electronic Engineers Service Center 345 E. 47th Street New York, NY 10017 (212) 705-7900
MDOT	Mississippi Department of Transportation P. O. Box 1850 Jackson, Ms 39215-1850 (601) 359-1213
MIL	Department of the Navy Navel Publications and Forms Center 5801 Torbor Avenue Philadelphia, PA 19120-5099 (215) 697-2667
NEC	National Electric Code National Fire Protection Association Batterymarch Park Quincy, MA 02269 (617) 770-3000
NEMA	National Electrical Manufacturer's Association 2101 L Street, NW, Suite 300 Washington, DC 20037 (202) 457-8400
NSPE	National Society of Professional Engineers

	1420 King Street Alexandria, VA 22314 (703) 684-2835
OSCI	Office of Standards Code and Information National Bureau of Standards Gaithersburg, MD 20899 (301) 975-4029
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077 (312) 966-6200
PCI	Prestressed Concrete Institute 175 W. Jackson Blvd., Suite 1859 Chicago, IL 60604 (312) 786-0300
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association Post Office Box 70 Merrifield, VA 22116 (703) 790-9890
SSPC	Steel Structures Painting Council 4400 5th Avenue Pittsburgh, PA 15213 (412) 268-3327
UL	Underwriter's Laboratories, Inc. 333 Pfingsten Road Northbrook, IL 60062 (312) 272-8800

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01200
PROJECT MEETINGS

PART 1 GENERAL

1.01 Requirements Included

- A. The ENGINEER shall schedule and administer a preconstruction meeting, construction progress meetings, and specially called meetings throughout the progress of the work. The ENGINEER will:
 - 1. Prepare agenda for meetings.
 - 2. Make physical arrangements for meetings.
 - 3. Preside at meetings.
 - 4. Record the minutes; include significant proceedings and decisions.
 - 5. Reproduce and distribute copies of minutes.
- B. The CONTRACTOR and representatives of, where appropriate, subcontractors and suppliers shall attend meetings. The representative shall be qualified and authorized to act on behalf of the entity each represents.
- C. The CONTRACTOR shall attend and identify at the meetings the actual status of the Contract Work and, when the Work is not being performed consistently with the Contract Documents and construction schedules, shall identify at the meetings the steps he is taking to resolve the inconsistency.

1.02 Pre-construction Meeting

- A. The CONTRACTOR shall participate in a preconstruction meeting to be held after the effective date of the Agreement and prior to the date of Notice to Proceed.
- B. The following are expected to be in attendance:
 - 1. OWNER'S Representative and other staff as appropriate.
 - 2. ENGINEER and his professional consultants as appropriate.
 - 3. ENGINEER's Resident Project Representative.
 - 4. CONTRACTOR's Representative and Construction Superintendent.
 - 5. Subcontractors as appropriate.
 - 6. Utility representatives as appropriate.
 - 7. Others as appropriate.
- C. The following matters are expected to be addressed:
 - 1. Distribution and discussion of:
 - a. List of major subcontractors.
 - b. Project construction schedules.
 - 2. Critical work sequencing.
 - 3. Project Coordination.
 - 4. Designation of responsible personnel.
 - 5. Procedures and processing of:

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- a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment.
 6. Distribution of Contract Documents.
 7. Procedures for maintaining Record Documents.
 8. Use of premises:
 - a. Office, work and storage areas.
 - b. OWNER'S requirements.
 9. Construction facilities, controls and construction aids.
 10. Temporary utilities.
 11. Housekeeping procedures.
 12. Insurance certifications.
 13. Liquidated damages for delay.
 14. Weekly job meetings.
 15. Laboratory testing of material requirements.

1.03 Construction Progress Meetings

- A. Construction progress meetings will be held monthly with the first meeting 30 days or less after the date of Notice to Proceed.
- B. Special construction progress meetings will be held as required by progress of the Work.
- C. The following are expected to be in attendance:
 1. OWNER Representative and other staff as appropriate.
 2. The ENGINEER and his professional consultants as appropriate.
 3. CONTRACTOR's Representative and/or construction Superintendent.
 4. Subcontractors as appropriate.
 5. Suppliers as appropriate.
 6. Others as appropriate.
- D. The following matters are expected to be addressed:
 1. Review and approve minutes of previous meeting.
 2. Review of work progress.
 3. Field observations, problems, conflicts.
 4. Problems which impede Construction Schedule.
 5. Review of off-site fabrication, delivery schedules.
 6. Corrective measures and procedures to regain Construction Schedule.
 7. Revisions to Construction Schedule.
 8. Progress and schedule during succeeding work period.
 9. Payment applications and processing.
 10. Submittals.
 11. Maintenance of quality standards.
 12. Changes, substitutions, and Change Orders.

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- 13. Review proposed changes for:
 - a. Effect on Construction Schedule and completion date.
 - b. Effect on other contracts of the Project.
 - 14. Other matters as appropriate.
 - 15. Record drawings.
- E. The CONTRACTOR shall be prepared to discuss the above topics and to make commitments for resolving deficiencies.
- F. The CONTRACTOR shall provide a current submittal log at each progress meeting in accordance with Section 01340.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01310
CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor shall comply with the General Conditions.
- B. Submit revised progress schedules periodically.

1.02 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart.
 - 1. Provide separate horizontal bar for each trade or operation.
 - 2. Horizontal time scale; identify the first work day of each week.
 - 3. Scale and spacing: To allow for notations and future revisions.
 - 4. Minimum sheet size: 8-1/2 inches by 11 inches.
- B. Format of listings: The table of contents of the Contract Documents.
- C. Identification of listings: Items of work.

1.03 CONTENT OF SCHEDULE:

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction by activity.
 - 2. Show the dates for the beginning, and completion of each major element of construction.
 - 3. Show projected percentage of completion for each item, as of the first day of each month.
 - 4. Show an anticipated monthly payment schedule.
- B. Submittal Schedule for Shop Drawings, Product Data and Samples. Show:
 - 1. The dates for Contractor's submittal.
 - 2. The dates approved submittal will be required from the Engineer.

1.04 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and the impact on the schedule.
 - 2. Corrective action recommended, and its effect.

1.05 SUBMISSIONS

- A. Submit initial schedules in accordance with the General Conditions.
 - 1. Engineer will review schedules and return review copy within ten (10) days after receipt.
 - 2. If required, Contractor shall resubmit within seven (7) days after return of review copy.
- B. Submit revised progress schedules with each Application for Payment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01340

SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

PART 1 GENERAL

1.01 Requirements Included:

- A. The Contractor shall submit to the Engineer for review and exception, if any, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within fifteen (15) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way relieve the Contractor from submitting complete shop drawings, data, and samples in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting. This log should include the following items:
 - 1. Submittal Description and Number assigned.
 - 2. Date to Engineer.
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (No exceptions taken, returned for confirmation or resubmittal, rejected).
 - 5. Date of Resubmittal and Return (as applicable).
 - 6. Date material released (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submittal.

1.02 Contractor's Responsibility

-
- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp or evidence that the Contractor has not performed the required review will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.
- B. Determine and verify:
1. Field measurements.
 2. Field construction criteria.
 3. Catalog numbers and similar data.
 4. Conformance with Specifications and indicate all variances from the Specifications.
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him by the Engineer with no exceptions taken.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Engineer receives them.
- F. The Contractor shall submit five (5) copies of shop drawings and descriptive or product data submittal to complement shop drawings to the Engineer which will be retained for his use.
- G. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
- H. The Contractor shall utilize a Sequential Numbering System for submittals (1-999). Resubmittals or confirming material shall be assigned a letter next to the submittal number, i.e. A= second submittal, B= third submittal, etc.
- I. Submittals shall include a certified statement of compliance to the requirements detailed in the specifications in addition to other submittal requirements. This certification shall be prepared by the manufacturer and not the local supplier. Validity of the authority and position of the person signing the certification shall be verified by a Notary Public. The statement of compliance shall address each point of conformance contained in the governing specifications with definite comments of either compliance or non-compliance. Statements of non-compliance with points of conformance shall be accompanied by a statement of

justification as to the reason for non-conformance and why the non-complying feature is considered to be either equal to or better than the specified feature. The Engineer will use the certified statement of compliance in his evaluation of the submittal rendering a judgment as to equality to the specified product and issuing a statement as to whether the product is acceptable for or rejected from incorporation into the work.

- J. When a manufacturer named in the controlling specification is chosen to supply a product and the details of manufacture, size, and installation are shown on this standard catalog cut sheets, the manufacturer may submit the certified statement of compliance as detailed above along with installation details specific to the work such as laying schedules, etc. as required, deleting the standardized catalog data.

1.03 Engineer's Review of Shop Drawings

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation.
- B. The review of drawings and schedules will be general, and shall not be construed:
1. as permitting any departure from the Contract requirements;
 2. as relieving the Contractor of responsibility for any errors, including details, dimensions, omissions and materials;
- C. If the drawings or schedules as submitted describe variations per subparagraph (1.04.D), and show a departure from the Contract requirements which Engineer finds to be in the best interest of the Owner and to be so minor as not to involve a change in Contract Price or Time, The Engineer may return the reviewed Drawings without noting any exception.
- D. After the ENGINEER completes his review, the Shop Drawings will be marked with one of the following notations:
1. No Exceptions Taken.
 2. Make Corrections Noted.
 3. Revise and Resubmit.
 4. Rejected.
 5. Submit Specified Item.
- E. If a submittal is acceptable, it will be marked "No Exception Taken" or "Make Corrections Noted". Three copies of the submittal will be returned to the CONTRACTOR.
- F. Upon return of a submittal marked "No Exception Taken" or "Make Corrections Noted", the CONTRACTOR may order, ship or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.
- G. If a Shop Drawing action is "Make Corrections Noted" but has extensive corrections or corrections affecting other drawings or Work, the ENGINEER may require that the CONTRACTOR make the corrections indicated thereon and resubmit the Shop Drawings for

record purposes. In this case, the submittal will be marked "Make Corrections Noted-Resubmit".

- H. If a submittal is unacceptable, two copies will be returned to the CONTRACTOR with one of the following notations:
 - 1. "Revise and Resubmit"
 - 2. "Rejected"
- I. Upon return of a submittal marked "Revise and Resubmit", the CONTRACTOR shall make the corrections indicated and repeat the initial approval procedure. The "Rejected" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, the CONTRACTOR shall repeat the initial approval procedure utilizing acceptable material or equipment.
- J. Submittals lacking adequate details or information to allow the ENGINEER to determine whether or not the submittal meets the intent of the Contract specifications shall be marked "Submit Specified Item" and returned without further comment.
- K. Shop Drawings or other submittals not bearing the ENGINEER'S "No Exception Taken" or "Make Corrections Noted" notations shall not be issued to Subcontractors nor utilized for construction purposes. No Work shall be performed or equipment installed without a drawing or submittal bearing one of these notations.
- L. In the event the CONTRACTOR obtains the ENGINEER'S approval for the use of equipment other than that which is shown or specified, the CONTRACTOR shall, at his own expense and using methods approved by the ENGINEER, make all changes to the Work, including structures, piping, electrical, equipment and controls, that may be necessary to accommodate this equipment.
- M. Resubmittals will be handled in the same manner as first submittals. The Contractor shall direct specific attention to revisions other than the corrections requested by the Engineer on previous submissions by written details or markings on the resubmitted Shop Drawings. The Contractor shall make any corrections required by the Engineer.
- N. If the Contractor considers any correction indicated on the Drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- O. The Engineer will review a submittal/resubmittal a maximum of three times after which cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer's charges to the Owner under the terms of the Engineer's agreement with the Owner.
- P. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions or approval from the Engineer.

Q. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "NOT APPROVED" until resubmitted.

1.13 SHOP DRAWINGS

- A. Shop drawings shall be complete and detailed.
- B. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- C. Each shop drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Number and title of the drawing.
 - 2. Date of drawing or revision.
 - 3. Name of project building or facility.
 - 4. Name of contractor and subcontractor submitting drawing.
 - 5. Clear identification of contents and location of the work.
 - 6. Specification number and title.
- D. If Drawings show variations from Contract requirements because of standard Shop practice or other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such Drawings have been reviewed.
- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material as required. Materials and equipment lists shall give for each item thereon the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish, and all other pertinent data.
- F. The Contractor shall provide a list including the equipment name, address, and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained for all mechanical and electrical equipment furnished.
- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required Shop Drawings. The

installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.

- H. Only the Engineer will utilize the color red in marking Shop Drawing submittals.
- I. Before final payment is made, the Contractor shall furnish to Engineer five (5) sets of record shop drawings all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, yard piping, electrical system and instrumentation system.

1.13 Working Drawings

- A. Working drawings shall be considered to mean the Contractor's plans for temporary structures.
- B. Copies of working drawings as noted in subparagraph 1.02, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.
- C. The Engineer will not review working drawings but shall use them as information to monitor the work performed by the Contractor.

1.14 Samples

- A. The Contractor shall furnish for the review of the Engineer samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed and the Contractor shall prepay all shipping charges. Materials or equipment for which samples are required shall not be used in work until reviewed by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Name of Contractor and Subcontractor
 - 3. Material or Equipment represented
 - 4. Place of Origin
 - 5. Name of Producer and Brand (if any).
 - 6. Location in Project

(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)

- C. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in subparagraph 1.06B above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer under separate cover and the remaining copy shall be for the Contractor's records. Review of a sample shall be only for the characteristics or use named and shall not be construed to change or modify any Contract requirements.
- D. Reviewed samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the reviewed samples. Samples which failed testing or were rejected will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01410

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor will employ and pay for the services of an Independent Testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

- A. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.

1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

Laboratory is not authorized to:

- A. Release, revoke, alter or enlarge on requirements of Contract Documents.
- B. Approve or accept any portion of the Work.
- C. Perform any duties of the Contractor.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel; provide access to Work, to Manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Owner may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
 - 1. To provide access to Work to be tested.

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2. To obtain and handle samples at the Project site or at the source of the product to be tested.
 3. To facilitate inspections and tests.
 4. For storage and curing of test samples.
- F. Notify laboratory at least 24 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
- G. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required for the Contractor's convenience and as approved by the Owner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Material and equipment incorporated into the Work shall:

- A. Conform to applicable specifications and standards.
- B. Comply with size, make, type, and quality specified to the greatest extent possible, detailing all aspects and providing explicit reasons for parameters not in compliance and specifically approved in writing by the Engineer.
- C. Manufactured and Fabricated Products:
 - 1. Design, fabricate, and assemble in accord with the best engineering and standard shop practices.
 - 2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - 3. Two or more items of the same kind shall be produced, by the same manufacturer.
 - 4. Products shall be suitable for service conditions.
 - 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- D. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the Work without prior approval of the Engineer.
- B. The Contractor shall submit to the Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Engineer to identify the particular product along with references to the applicable section(s) of the specifications to form an opinion as to its conformity to the specifications. The data shall comply with Paragraph 1.06 of this Section.
- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. If the Engineer requires, the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the

specifications. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense. Except as otherwise noted, the Contractor will make arrangements for and pay for the tests. Where such tests confirm compliance with the specifications, the Owner will reimburse the actual charges of the testing firm paid by the Contractor.

- D. Contractor shall submit data and samples sufficiently early to permit consideration, approval, manufacture, and delivery of materials before they are necessary for incorporation in the work. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against the Owner or the Engineer.
- E. The materials and equipment used in the Work shall correspond to the approved samples or other data.

1.03 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When Contract Documents require that installation of the Work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five copies to the Engineer. One complete set of the installation instructions shall be available for use on the job site during and through completion of the Work.
- B. Handle, install, connect, clean, condition and adjust products as required by the manufacturer's instructions and in conformity with specified requirements.
 - 1. Should the specified requirements conflict with the manufacturer's instructions, the manufacturer's instructions shall have priority unless changes are authorized in writing by the manufacturer.
 - 2. Should job conditions conflict with the manufacturer's instructions, consult with the manufacturer for clarification.
 - 3. Clarifications of installation instructions shall be issued only by the manufacturer, shall be in writing, and shall be distributed to all parties involved in the installation as stated above and prior to alteration of the installation procedures.
 - 4. Do not proceed with the Work without clear instructions concerning the specific installation procedures.
- C. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the manufacturer.

1.04 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of Products as required by the currently approved construction schedule coordinating each delivery to avoid conflict with other work and conditions at the site.
 - 1. Deliver Products in a undamaged condition, in the manufacturer's original containers or packaging and with identifying labels intact and legible.
 - 2. Prior to accepting delivery, inspect shipments to assure compliance with approved submittal, and that the Products have been properly protected and are undamaged.
- B. Provide equipment and personnel to handle Products preventing soiling or damage to the Products or their protective packaging.

1.05 STORAGE AND PROTECTION

- A. Store Products in accord with manufacturer's instruction, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weathertight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
 - 3. Store fabricated products above the ground, on blocking or skids, prevent spoiling, staining or corrosion. Cover products which are subject to deterioration with impervious sheet coverings and provide adequate ventilation to avoid condensation.
 - 4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- B. All materials and equipment to be incorporated in the Work shall be handled and stored in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and other injury, theft or damage.
- C. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All miscellaneous steel, structural steel and reinforcing steel shall be stored off the ground, kept free of accumulations of dirt and grease, and in areas free of standing water to minimize rusting. Precast concrete sections shall be handled and stored in a manner to prevent staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce staining, breaking, chipping, cracking, and spalling.
- D. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended, including aesthetics, shall be promptly removed from the site of the work.
- E. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections and exercise or rotate moving parts of stored products as required by the

manufacturer to assure that products are maintained under specified conditions and free from damage or deterioration.

- F. Provide substantial coverings as necessary to protect installed products from damage caused by traffic and subsequent construction operations. Remove the protective covering when no longer needed.
- G. The Contractor shall be responsible for all material, equipment, and supplies sold and delivered to the Owner under this Contract until final inspection of the Work and acceptance thereof by the Owner. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance they shall be replaced by the Contractor.
- H. Should the Contractor fail to take proper action to properly store and handle equipment supplied under this Contract, the Owner retains the right to notify the Contractor in writing of the deficiencies, to correct all deficiencies and deduct the cost associated with these corrections from the contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administration, clerical, engineering and any other costs associated with making the necessary corrections.

1.06 SUBSTITUTIONS AND PRODUCT OPTIONS

A. Products List:

Within fifteen (15) days after the Notice to Proceed, submit to the Engineer complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor.

B. Contractor's Options:

- 1. For Products specified only by reference standard, select any product meeting that standard.
- 2. For Products specified by naming one or more Products or manufacturers and "or equal", Contractor must submit a request as for substitutions for any Product or manufacturer not specifically named.

C. Substitutions:

- 1. For a period of thirty (30) days after the Effective Date of the Agreement, the Engineer will consider written requests from Contractor for substitution of Products.

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2. Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
 - a. Comparison of the qualities of the proposed substitution with that specified.
 - b. Changes required in other elements of the work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost data comparing the proposed substitution with the Product specified.
 - e. Any required license fees or royalties.
 - f. Availability of maintenance service, and source of replacement materials.
 3. The Engineer shall be the judge of the acceptability of the proposed substitution.
- D. Contractor's Representation:
- A request for a substitution constitutes a representation that Contractor:
1. Has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified.
 2. Will provide the same warranties or bonds for the substitution as for the Product specified.
 3. Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.
 4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

1.07 SPECIAL TOOLS

Manufacturers of equipment and machinery shall furnish any special tools required for normal adjustment, operations and maintenance, together with instructions for their use. The Contractor shall preserve and deliver to the Owner these tools and instructions in good order no later than upon completion of the Contract.

1.08 WARRANTY

For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's as stipulated in the specifications for each piece of equipment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01630

SUBSTITUTIONS

PART 1 GENERAL

1.01 General

Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions and shall contain complete data substantiating compliance of proposed substitution with Contract Documents.

1.02 Substitutions

- A. During a period of 60 days after execution of Contract, ENGINEER will consider written requests from CONTRACTOR for substitution of products or construction methods (if specified).
 - 1. After end of specified period, requests will be considered only in case of unavailability of products or other conditions beyond control of CONTRACTOR.
 - 2. If the CONTRACTOR proposes to use products other than named manufacturers in the technical Specification, the ENGINEER reserves the right to require the CONTRACTOR to submit information within the first 30 days after the NOTICE TO PROCEED verifying that the proposed equipment will comply with the Specifications.
- B. Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions, and shall contain complete data substantiating compliance of proposed substitution with the Contract Documents.
- C. In making request for substitution, CONTRACTOR represents:
 - 1. CONTRACTOR has investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
 - 2. CONTRACTOR will provide the same or better warranties or bonds for proposed substitution as for product or method specified.
 - 3. CONTRACTOR waives all claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent.
- D. Proposed substitutions will not be accepted if:
 - 1. They are only shown or implied on the Shop Drawings.
 - 2. Acceptance will require substantial revision of Contract Documents.
 - 3. They will change design concepts or Specifications.
 - 4. They will delay completion of the Work, or the work of other contractors.
- E. The ENGINEER will determine whether substitute brands or products are equal to those specified in the Contract Documents. No substitute will be ordered or installed without the ENGINEER'S prior written acceptance.
- F. The OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a

special performance guarantee or other surety with respect to any substitute.

- G. If the ENGINEER determines that a proposed substitute is not equal to that specified or described in the Drawings or Specifications, CONTRACTOR shall furnish one of the brands or products specified or described, at no additional cost to the OWNER.
- H. Engineering Costs:
1. The ENGINEER will record all time required in evaluating substitutions proposed by CONTRACTOR and in making any change in the Drawings or Specifications occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute CONTRACTOR will reimburse the OWNER for the actual cost of the ENGINEER for evaluating any proposed substitute which either does not meet the requirements of the Drawings and Specifications, or the acceptance of which would require changes to other portions of the Work.
 2. CONTRACTOR shall reimburse OWNER for all associated engineering costs, including redesign, additional shop drawing reviews, investigations, consultant fees and revision of the Contract Documents required because of the substitution.
- I. The time required by the ENGINEER to evaluate and either accept or reject proposed substitutes is included in the Contract Time and no extension of the Contract Time shall be allowed therefore.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01710

CLEANING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Cleaning shall include daily "policing" of the work and surrounding areas to clear general debris waste paper, wood scraps, broken concrete, loose riprap, and other objectionable material along with the final cleanup of site(s) required for project acceptance. **DAILY CLEANUP IS REQUIRED.**

1.02 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties, free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide onsite containers for the collection of waste materials, debris and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in onsite containers.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- D. Prior to final completion or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that the entire Work is clean.

**** END OF SECTION ****

SECTION 01720
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Maintain at the site for the Owner one record copy of:

- A. Conformed Drawings.
- B. Conformed Specifications.
- C. Change Orders and other Modifications to the Contract.
- D. Engineer's Field Orders or written instructions.
- E. Approved Shop Drawings, Working Drawings and Samples.
- F. Field Test records.
- G. Construction photographs.
- H. Latest, Approved Progress Schedule.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in a manner and location to prevent damage.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI section numbers.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Owner.
- E. As a prerequisite for monthly progress payments, the Contractor is to exhibit the currently updated "record documents" for review by the Owner.

1.03 MARKING DEVICES

Provide felt tip marking pens for recording information in the color code designated by the Owner.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" with rubber stamp.
- B. Record information concurrently with construction progress and do not conceal any work until required information is recorded.
- C. Legibly mark drawings to record actual construction:
 - 1. The Contractor shall use the following color code in marking Contract Drawings:
 - a. Yellow for no change.
 - b. Red to indicate additions, deletions and changes.
 - 2. Elevations of various structure elements in relation to elevation datum.
 - a. Elevations referenced to control points established by the Owner's agent.
 - b. Specifically, elevations of drainage culvert inverts, ditch grades, top of roadway and driveway curbs, bridges, etc.
 - 3. Location of internal utilities and appurtenances concealed in the construction by referencing to visible and accessible features of the structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Field Order or by Change Order.
 - 6. Details not on original contract drawings.
- D. Specifications and Addenda; Legibly mark each Section to record:
 - 1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
 - 2. Changes made by Field Order or by Change Order.
- E. Shop Drawings (after final review):

-
- F. Certified site survey and line elevations and stationing at 100 foot increments and all points of change of direction of channel improvements (Section 01050) by a registered land surveyor.

1.05 SUBMITTAL

- A. At Contract close-out, deliver Record Documents to the Owner.
- B. Accompany submittal with transmittal letter in duplicate, containing:
1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 4. Title and number of each Record Document.
 5. Signature of Contractor or his authorized representative.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION(NOT USED)

*** * END OF SECTION * ***

SECTION 01740

WARRANTIES AND BONDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Compile specified warranties and bonds, as in Articles 5 and 13 of the General Conditions.
- B. Co-execute submittals when so specified.
- C. Review submittals to verify compliance with Contract Documents.
- D. Submit to the Owner for review.

1.02 SUBMITTAL REQUIREMENTS

- A. Assemble and include warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, couplers, and subcontractors including effective dates.
- B. Number of original signed copies required. Two (2) each.
- C. Table of Contents. Neatly typed in orderly sequence. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Scope.
 - 4. Date of beginning warranty, and bond.
 - 5. Duration of warranty.
 - 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
 - 7. Contractor, name of responsible principal, address and telephone number.

1.04 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8-1/2-inches x 11-inches, punch sheets for standard 3-post binder.
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS." List:
 - a. Title of Project.
 - b. Name of Contractor.
- C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of 2-inches, "D" ring.

1.05 WARRANTY SUBMITTAL REQUIREMENTS

- A. For all components of the work, unless stated otherwise in the specifications for each individual item of equipment, submit a written warranty from the manufacturer to replace promptly any component thereof which, in the sole opinion of the Engineer, has defects in design, workmanship, materials, or performance within a one (1) year period following the date of acceptance for operation (Substantial Completion) by the Owner. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of acceptance for operation (beneficial use) by the Owner and shall be read in conjunction with the Contractor's warranty which shall operate together to provide for replacement of defective components and restoration of proper operation. The Contractor shall be solely responsible for both warranties.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

CITY OF HATTIESBURG

SPECIAL PROVISION NO. 907-608-1

CODE: (XX)

DATE: 8/07/2009

SUBJECT: ASPHALT PAVEMENT TEXTURING

608.01-Description. This work consist of elevating the temperature of an asphalt pavement surface and then pressing a metal template into the surface to replicate, in relief, the grout depressions common to hand-laid brick or cobblestone, or any other design as shown on the drawings or described in the specifications. The imprinted asphalt pavement surface is then coated with a coating or system of coatings specifically formulated for asphalt pavement. It shall include the furnishing and application of coating or system of coatings.

608.02-References

608.02.1. ASTM D-4541 Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Tester.

608.02.2. ASTM D-4060 Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser.

608.02.3. ASTM D522-93A Standard Test Method for Mandrel Bend Test of Attached Organic Coatings.

608.02.4. ASTM G-155 QUV Accelerated Weathering Environment. Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials.

608.02.5. ASTM D-2486 MEK rub test for chemical resistance.

608.02.6. ASTM E-303 British Pendulum test for friction.

608.02.7. EPA 24 ASTM D3960-05 Volatile Organic Compounds.

608.03-Definitions

608.03.1. "Qualified Applicator" is a contractor or applicator who has completed asphalt pavement texturing work and can provide certification and references upon request.

608.03.2. "Textured asphalt Pavement" is asphalt pavement that has been subjected to imprinting or stamping in a specific pattern.

608.04-Submittals. The documents required shall be submitted within 10 days after Notice of Award is issued. The documents are as follows:

608.04.1 Proof of applicator's ability. A copy of the current year license as provided to the proposed applicator issued by a recognized authority in the execution of asphalt pavement texturing work. Failing that, at least 3 reference sites and written references from 3 previous customers for work performed by this applicator.

608.04.2 A list of the major equipment to be used in the execution of the Work. This list will include the asphalt pavement reheat machinery, spray equipment, compactor(s) and templates.

608.04.3 The name of the coating(s) and the coating supplier's name.

608.04.4 Certified performance test results of the coating materials as outlined in Table 1.

608.04.5 Confirmation of coating color(s).

608.05-Construction Requirements

608.05.1 Coatings. Properly designed asphalt pavement coatings have been scientifically formulated to provide the optimal balance of performance properties for a durable, long lasting color and texture to asphalt pavement surfaces. The asphalt pavement coating shall be environmentally safe and meet EPA requirements for Volatile Organic Compounds (VOC). Only asphalt pavement coatings from qualified pavement coating suppliers shall be used. The coating supplier shall provide proof of these required performance properties in Table 1.

608.05.2 Minimum Performance Properties of Asphalt Coatings. The following table outlines the minimum required performance properties of the asphalt pavement coating. These performance properties must be ascertained by a Certificate of Analysis issued by an approved testing facility.

TABLE 1: Required Performance Properties of Asphalt Pavement Coating

Characteristic	Test Specification	Minimum Required result
Durability Taber Abrasion (cycles to wear-through)	ASTM D-4060 Abrasion Resistance of Organic Coatings (wet wear) 7 day cure, 24 hour soak;H-10 wheel	Wear Index (WI) < 5.0
Color stability	ASTM G-155 QUV 2,000 hours (CIE units)	Brick color ΔE < 1.5
Flexibility: Mandrel Bend	ASTM D522-93A Flexibility as measured by Mandrel bend 0.5mm thick sample passes 10 mm at 21°C 0.5mm thick sample passes 125mm at -18°C	
Chemical resistance	ASTM D-2486 Modified MEK scrubs 16 dry mils, number of scrubs until 50% substrate exposed	>5000
Adhesion to Asphalt	ASTM D-4541	Substrate Failure
Friction Wet	ASTM E-303 British Pendulum Tester	>55
Environmental Sensitivity	EPA 24 ASTM D3960-05 Volatile Organic Compounds	VOC < 150

608.05.3 Equipment. The following specialized equipment shall be used in the execution of the Work.

608.05.3.1 Metal wire rope templates are used to create the desired imprint pattern. Metal wire rope shall be $\frac{3}{8}$ " in diameter. Only use templates that have been supplied by a manufacturer who has the proven expertise in manufacturing these templates for this type of application.

608.05.3.2 Only asphalt pavement reheat equipment specifically designed for asphalt pavement texturing shall be used in the execution of this work. The primary asphalt pavement re-heat equipment must cycle the heat application and must allow the equipment operator to check the pavement surface temperature during the heating process. These controls are necessary to enable the pavement temperature to be elevated gradually, giving the operator the ability to ensure that the pavement is not overheated or adversely affected. Heaters without these controls are strictly prohibited as the primary re-heat equipment.

608.05.3.3 Hand-held portable heating devices may be used only for areas where it is difficult to operate the re-heat machine. These may not be used as the primary pavement re-heating device.

608.05.3.4 Finishing tools that are designed to enable the applicator to complete the imprinting of the asphalt pavement in areas which may be inaccessible to the template such as curbs and manhole covers are permitted.

608.05.3.5 Vibratory Plate Compactors shall be used for pressing the templates into the heated asphalt pavement to create the specified pattern.

608.05.3.6 Specialized coating spray equipment must be used in the application of the coating and must be capable of applying the coating to the asphalt pavement surface in a thin, controlled film which will optimize the drying and curing time of the coating. More specifically, the spray equipment pump must be capable of providing a continuous recirculation of the coating in order to keep the solids within the coating in suspension.

608.05.4 Execution

608.05.4.1 General. The pavement texturing system shall be supplied and installed by a Qualified Applicator in accordance with the plans and specifications or as directed by the Owner. Do not begin the Work until confirmation of the Applicator's qualifications is provided in accordance with 608.04.

608.05.4.2 Pre-Conditions – Asphalt Pavement. A highly stable asphalt pavement free of defects is a pre-requisite for the installation of a pavement texturing system. Do not install the pavement texturing system over poor quality asphalt pavement.

608.05.4.2.1 Pre-requisites for new asphalt pavement. A durable and stable asphalt pavement mix design installed according to best practices over a properly prepared and stable substrate is a pre-requisite for all long-lasting asphalt pavement surfaces. The application of a pavement texturing system does not change this requirement.

608.05.4.2.2 Pre-requisites for existing asphalt pavement. Depending upon the condition and age, existing asphalt pavement may or may not be suitable for the successful application of a pavement texturing system. Minimally, the asphalt pavement must be in excellent condition and not have any defects including cracks, ruts or potholes nor demonstrate any flushing, raveling or like deficiencies.

608.05.4.2.3 Pavement Marking Removal: recommended guidelines. Pavement markings may be removed by sandblasting, water-blasting, grinding, or other approved mechanical methods. The removal methods shall, cause no damage to the pavement surface. The Owner shall determine if the removal of the markings is satisfactory for the application of the pavement texturing system. Work shall not proceed until this approval is granted.

608.05.4.2.4 Surface Preparation. The asphalt pavement surface shall be dry and free from all foreign matter, including but not limited to dirt, dust, de-icing materials, and chemical residue.

608.05.4.3 Layout. Layout of the pattern for imprinting into the surface of the asphalt pavement shall be as per the drawings and specifications.

608.05.4.4 Heating the Asphalt Pavement. The Applicator shall use asphalt pavement reheat equipment as described in Section 608.05.3.

The optimal pavement temperature for imprinting the template is dependent upon mix design, modifiers used in the mix, the age of the pavement and weather. The surface temperature of the pavement should not exceed 325°F as determined by an infra-red thermometer reading taken after the heat is applied to the asphalt pavement.

In order to achieve the proper depth of imprint it is important to elevate the asphalt pavement temperature to a minimum depth of 1/2 inch (12.5mm) without burning the pavement surface. This shall be accomplished using asphalt pavement reheat equipment that is specifically designed for this Work.

608.05.4.5 Surface Imprinting. The pavement surface shall be dry and free from all foreign matter, including but not limited to dirt, dust, de-icing materials, and chemical residue.

Once the asphalt pavement has reached imprinting temperature, the templates shall be placed in position and pressed into the surface using vibratory plate compactors. The top of the template is to be flush with the surrounding asphalt pavement and can then be removed. Areas that have an imprint depth less than 3/8 inch shall be re-heated and re-stamped prior to applying the coatings. Hand tooling is a permitted method to achieve proper imprint depth in areas difficult to get at with the template.

608.05.4.6 Application of Asphalt Pavement Coating.

608.05.4.6.1 Application Guidelines. The qualified applicator shall refer to the asphalt pavement coating supplier's recommendations for methods of application. Special care and attention must be paid to ensure asphalt pavement coatings are applied in environmental conditions that permit proper cure.

The coating application shall proceed as soon as possible upon completion of the imprinting of the asphalt pavement.

The pavement surface shall be completely dry and thoroughly cleaned prior to application of the asphalt pavement coating(s).

The qualified applicator shall use spray equipment specifically designed for the application of the coating(s) as outlined in 608.05.3.

Refer to the asphalt pavement coating supplier's recommendations for coating coverage rate, number of recommended passes and recommended film thickness.

608.05.4.7 Opening to Traffic. The surface coating shall be 100% dry before traffic is permitted.

608.06 Method of Measurement. The measured area is the actual area that has received the asphalt pavement texturing. No deduction will be made for the area(s) occupied by manholes, inlets, drainage structures, bollards or by any public utility appurtenances within the area.

608.07 Payment. Asphalt Pavement Texturing will be paid for at the contract unit price per unit specified in the bid schedule of the contract, which shall be full compensation for completing the work.

Payment will be made under:

907-608-E: Asphalt Pavement Texturing

- per square foot

ADVERTISEMENT FOR BIDS

HARDY STREET AND CONCERT STREET DRAINAGE AND SIDEWALK IMPROVEMENTS

CITY OF HATTIESBURG, MISSISSIPPI

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **DATE**, 2020 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists of drainage and sidewalk improvements along Hardy Street from 15th Avenue to 17th Avenue. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date hereinbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Bid documents are being made available via paper copy or pdf. All interested bidders are required to log-in or register for an account at www.hattiesburgsbids.com OR www.neel-schafferplans.com to view and order Bid Documents. All plan holders are required to have a valid email address for registration. Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders please contact Plan House Printing at (601) 336-6378.

"Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition" as referred to herein, may be purchased from the Mississippi Department of Transportation.

The Owner hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Fax No. (601)-545-2267. Geoffrey P. Crosby, P.E. – Senior Project Manager.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

DATE, 2020

DATE, 2020



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Chris McGee, Director of Parks and Recreation

cc:

Date: Tuesday, June 16, 2020

Re: Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
File Number: 2020-377
Minute Book #

Summary

Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Recommendation Statement

I am recommending approval of Requisition NO. 2020-377, Approve the sale of grave spaces.

Please place this on the June 16, 2020 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: May 26, 2020

The following represents the grave spaces sold on May 26, 2020.

T. Willie Price

(1) space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 48, Section 34, Highland Cemetery

James Tommy Harris

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 166, Section 25, Highland Cemetery

Linda Arrington

(2) Spaces \$ 300.00

Southeast Quarter (SE ¼)

Lot 116, Section 1, South Hill Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: June 1, 2020

The following represents the grave spaces sold on June 1, 2020.

Rhakim James

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 52, section 35, Highland Cemetery

John W. McKean & Merry L. McKean

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 111, Section 38, Highland Cemetery

Alice Conner

(1) Space \$ 150.00

West Half (W ½) of the Northeast Quarter (NE ¼)

Lot 45, Section 1, South Hill Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: June 2, 2020

The following represents the grave spaces sold on June 2, 2020.

Ruth L. Wheeler

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 34, Section 35, Highland Cemetery

Doris Balam

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 38, Section 34, Highland Cemetery

Tommie & Deeidres Davis

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 159, Section 25, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: June 04, 2020

The following represents the grave spaces sold on June 04, 2020.

David L. Doherty, Jr

(1) Space \$ 175.00

East Half (E ½) of the Southeast Quarter (SE ¼)

Lot 26, Section 14, Highland Cemetery

Myrna Taylor

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 57, Section 36, Highland Cemetery

Hattie Burton

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 57, Section 36, Highland Cemetery

Raymond Sylvester Cooley

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 77, Section 36, Highland Cemetery

Clarence Hall

(1) Space \$ 150.00

West Half (W ½) of the Southeast Quarter (SE ¼)

Lot 59, Section 1, South Hill Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., May 21, 2020

SOLD TO:

Mr. Mrs. (Miss) T. W. Price

ADDRESS 206 Pine 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. 48 Section No. 34 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., 5/04/, 2020

SOLD TO:

Mr. Mrs. Miss James Tommy Harris

ADDRESS 541 William Carey Parkway Apt 503 Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 166 Section No. 25 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., May 19, 2020

SOLD TO:

Mr. Mrs. (Miss) Linda Acenigton

ADDRESS 27 Keystone Dr. Fetal MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

SE $\frac{1}{4}$ Lot No. 116 Section No. 1 in South Hill Cemetery

Number of grave spaces 2 Price per grave space \$ 150.⁰⁰

Price Received \$ 300.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 05/27 20 20

SOLD TO:

Mr.. Mrs. Miss Rhakim Turner

ADDRESS 101 Ashford Circle Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 52 Section No. 1 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., 05/27 20 20

SOLD TO:

Mr.. Mrs. Miss John W. McKeen

ADDRESS 732 Berkshire Dr Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

SW $\frac{1}{4}$ Lot No. 111 Section No. 1 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

ck# 3304

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 05/28 20 20

SOLD TO:

Mr.. Mrs. Miss Alice Conner

ADDRESS 53 Myers Hill Rd Pearl MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 45 Section No. 1 in Myers Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr. Mrs. Miss Ruth L. Wheeler

ADDRESS 829 Brady Rd

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NE 1/4 Lot No. 34 Section No. _____ in _____ Cemetery

Number of grave spaces 1 Price per grave space \$ _____

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

credit card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr. Mrs. Miss Doris Balam

ADDRESS 45 Burkett's Crd Rd

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 38 Section No. _____ in _____ Cemetery

Number of grave spaces 1 Price per grave space \$ _____

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

credit card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr. Mrs. Miss Tommy & Deedres Davis

ADDRESS 611 Bowlin

desires to purchase the grave space described below, subject to Cemetery regulations.

SE 1/4 Lot No. 159 Section No. _____ in _____ Cemetery

Number of grave spaces 2 Price per grave space \$ _____

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

credit card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 2-20-20 20 20

SOLD TO:

Mr. Mrs. Miss David E. Doherty Jr.

ADDRESS 244 S. Third Av. Hattiesburg, Miss. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 26 Section No. 1 in Woodland 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

cash

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 5-1-20 20 20

SOLD TO:

Mr. Mrs. Miss Myrna Taylor

ADDRESS 623 Lakewood Loop Hattiesburg, Miss. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 57 Section No. 31 in Woodland 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

cash

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 5-1-20 20 20

SOLD TO:

Mr. Mrs. Miss Hattie Burton

ADDRESS 623 Lakewood Loop Hattiesburg, Miss. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 57 Section No. 31 in Woodland 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

cash

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., _____ 20 21

SOLD TO:

Mr. Mrs. Miss Raymond Silvestro

ADDRESS 22 Central School Rd. Hattiesburg, Miss. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 77 Section No. _____ in _____ Cemetery

Number of grave spaces 1 Price per grave space \$ _____

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

cash

✓

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., _____ 20 21

SOLD TO:

Mr. Mrs. Miss Charence Hay

ADDRESS 1735 Johnston Street Hattiesburg, Miss. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 59 Section No. _____ in _____ Cemetery

Number of grave spaces 1 Price per grave space \$ _____

Price Received \$ 150.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto T Willie Price, 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 48 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of June, 2020.

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 16th day of June 2020.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto James Tommy Harris, 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 166 Section 25

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of June, 2020.

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 16th day of June 2020.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of THREE HUNDRED AND NO/100 Dollars (\$300.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Linda Arrington, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number: 116

Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as South Hill Cemetery, and containing
Two (2) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of June, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(SEAL)

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 16th day of June, 2020.

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 RhaKim James, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 52 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of June, 2020.

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 16th day of June 2020.

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 W. McKean & Merry L. McKean, 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 111 Section Number 38

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 16th day June, 2020.

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 16th day of June, 2020

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 Alice Conner, 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 Northeast Quarter (NE¼)

Lot Number: 45 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of June, 2020.

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 16th day of June, 2020.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Doris Balam, 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 38 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of June, 2020.

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 16th day of June 2020.

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, Tommie & Deeidres Davis, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 259 Section Number 25

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 16th day June, 2020.

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 16th day of June, 2020

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 Ruth L. Wheeler, 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 34 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of June, 2020.

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 16th day of June 2020.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto David L. Doherty, Jr., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Southeast Quarter (SE¼)

Lot 26 Section 14

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 16th day of June, 2020.

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 16th day of June 2020.

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 Myrna Taylor, 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 57 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 16th day of June, 2020.

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 16th day of June 2020.

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 Hattie Burton, 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 57 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 16th day of June, 2020.

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 16th day of June 2020.

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 Raymond Sylvester Cooley, 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 Northeast Quarter (NE¼)

Lot 77 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 16th day of June, 2020.

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 16th day of June 2020.

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 Clarence 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:

West Half (W½) of the Southeast Quarter (SE¼)

Lot Number: 59 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of June, 2020.

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 16th day of June, 2020.

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, June 16, 2020
Re: Approve claims docket for the period ending June 12, 2020.
File Number: 2020-393
Minute Book #

Summary

§ 21-39-7. Docket of claims.....

In all municipalities having a population of more than two thousand (2,000), according to the latest federal census, and in other municipalities where the governing authorities should so elect, it shall be the duty of the clerk of the municipality to keep as a record in his office a record to be styled "Docket of Claims," in which he shall enter all demands, claims and accounts against the municipality presented to him during the month. Said docket shall provide space for the name of the claimant, the number of the claim, the amount of the claim, and on what account. All demands, claims and accounts allowed against the municipality shall be preserved by the clerk as a permanent record, and shall be numbered in such a manner as to relate to the warrants to be issued therefor, and the said warrant issued in payment of such claim shall carry on its face a reference to the number of the claim for which the said warrant is issued in payment. No order for the payment or expenditures of any funds of such municipality in payment of any indebtedness thereof shall be made in municipalities having a claim docket unless such claim is filed as herein provided. However, this provision shall not be applicable to the salaries or other compensation of officers or employees of such municipality where the amount of such salary or other compensation shall have been previously fixed by the governing authorities of the municipality in its approval of the payroll or payrolls on which the same appears, and in case of such allowance, it will be sufficient to enter on the claims docket the total of such payroll, followed by reference to the said payroll upon which such allowance may be found.

Recommendation Statement

I recommend approval of the claims docket.

Please place this on the June 16, 2020 City Council meeting for consideration.

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 06/10/20

PERIOD ENDING JUNE 12, 2020

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 ADVANCE AUTO PARTS	560401487121	00199351	19005237	REPR PTS POLICE UNITS/STOCK	06/12/20	277330	1,874.20-
00001 ADVANCE AUTO PARTS	560401547134	00199513	19005309	REPR PTS VARI UNITS/STOCK	06/12/20	277330	718.01-
00001 ADVANCE AUTO PARTS	560401537132	00199506	19005379	ENGINE RPLCMNT U#19345 POLICE	06/12/20	277330	4,203.74-
00001 ADVANCE AUTO PARTS	560401507130	00199540	19005380	RPLCMNT ENGINE U#19343 POLICE	06/12/20	277330	4,203.74-

ADVANCE AUTO PARTS							10,999.69-
Sum							
00001 AIRGAS USA LLC (NORDAN S	9971115973	00199836	19005488	CYLINDER RENT FIRE STATIONS	06/12/20	277331	30.78-
00001 AIRGAS USA LLC (NORDAN S	9971116433	00199836	19005489	CYLINDER RENT FIRE STATIONS	06/12/20	277331	204.76-
00001 AIRGAS USA LLC (NORDAN S	9970376898	00199836	19005490	CYLINDER RENT FIRE STATIONS	06/12/20	277331	30.78-
00001 AIRGAS USA LLC (NORDAN S	9970374877	00199836	19005491	CYLINDER RENT FIRE STATIONS	06/12/20	277331	199.25-

AIRGAS USA LLC (NORDAN S							465.57-
Sum							
00001 ALLBRITTON CHAIN SAW & L	70862	00199043	19005319	LAWNMOWER OIL PUBLIC WORKS	06/12/20	277332	168.54-
00001 ALLBRITTON CHAIN SAW & L	71503	00199555	19005365	LOT CLEAN/MOW SUPP LAND CODE	06/12/20	277332	129.80-

ALLBRITTON CHAIN SAW & L							298.34-
Sum							
00001 AMERICAN CONCRETE PRODUC	76602	00199388	19005271	CONCRETE BRICKS	06/12/20	277335	298.24-
00001 AMERICAN CONCRETE PRODUC	76603	00199398	19005272	CONCRETE BLOCKS	06/12/20	277335	364.64-

AMERICAN CONCRETE PRODUC							662.88-
Sum							
00001 ANIMAL CARE EQUIPMENT &	82514	00199449	19005373	KETCH POLES ANIMAL CONTROL	06/12/20	277336	1,123.25-

ANIMAL CARE EQUIPMENT &							1,123.25-
Sum							
00001 AT&T	601M31822200	02020597	19005301	MNTHLY SERV 5/23-6/22 POLICE	06/12/20	277338	413.50-
00001 AT&T	601M23905500	00020209	19005406	VEHICLE LOC 5/28-6/27 POLICE	06/12/20	277339	202.00-
00001 AT&T	601M81832700	02020618	19005444	MNTHLY SERV 6/2020 VARI DEPTS	06/12/20	277340	13,823.14-

AT&T							14,438.64-
Sum							
00001 AT&T LONG DISTANCE SERVI	0272918685	02020612	19005404	L/DIST ONE NET 5/1-30/2020	06/12/20	277341	178.88-

AT&T LONG DISTANCE SERVI							178.88-
Sum							
00001 AT&T MOBILITY	287290217384	00199769	19005421	WIRELESS SERV 5/2020 FIRE DEP	06/12/20	277342	971.82-

AT&T MOBILITY							971.82-
Sum							

00001 AUTO ARMATURE SERVICE IN 21173	00199583 19005354 BATTERY U#13048 STREET	06/12/20	277343	157.95-
00001 AUTO ARMATURE SERVICE IN 21180	00199599 19005384 BATTERY U#20405 STREET	06/12/20	277343	179.95-
00001 AUTO ARMATURE SERVICE IN 21277	00199803 19005459 BATTERY U#17837 POLICE	06/12/20	277343	157.95-

AUTO ARMATURE SERVICE IN				
Sum				495.85-
00001 AUTOMOTIVE GLASS SPECIAL I236449	00199047 19005359 WINDOW REG REPR U#17113	06/12/20	277344	463.97-
00001 AUTOMOTIVE GLASS SPECIAL I236824	00199393 19005360 WINDSHIELD U#16502 POLICE	06/12/20	277344	230.07-
00001 AUTOMOTIVE GLASS SPECIAL I237072	00199611 19005383 WINDSHIELD U#18100 FIRE DEPT	06/12/20	277344	275.00-

AUTOMOTIVE GLASS SPECIAL				
Sum				969.04-
00001 BARDING GENERATOR & STAR 173639	00199535 19005253 RPLCMNT STARTER HFD UNIT	06/12/20	277345	325.95-
00001 BARDING GENERATOR & STAR 173685	00199614 19005314 WINCH REPR PTS U#19835 FIRE	06/12/20	277345	98.95-

BARDING GENERATOR & STAR				
Sum				424.90-
00001 BOURNE BROTHERS PRINTING 74676	00199245 19005391 PRINTED OFFC SUPP CEMETERY	06/12/20	277350	470.00-

BOURNE BROTHERS PRINTING				
Sum				470.00-
00001 BRUCE ROSSMEYERS DAYTONA 07012020	00199753 19005418 MOTORCYCLE LEASE 7-9/2020	06/12/20	277352	10,200.00-

BRUCE ROSSMEYERS DAYTONA				
Sum				10,200.00-
00001 BURGE EXCAVATING & GRADI 1430	00199557 19005392 TOPSOIL FOR CEMETERIES	06/12/20	277353	750.00-

BURGE EXCAVATING & GRADI				
Sum				750.00-
00001 C D W GOVERNMENT XXD0025	00199394 19005408 COMPUTER EQUIP INFO TECH	06/12/20	277354	2,967.40-
00001 C D W GOVERNMENT XXG3574	00199394 19005409 COMPUTER EQUIP INFO TECH	06/12/20	277354	189.90-

C D W GOVERNMENT				
Sum				3,157.30-
00001 C SPIRE (MEGAGATE) 1538410	00199815 19005449 NETWORK/INTERNET INFO TECH	06/12/20	277355	14,942.79-
00001 C SPIRE (MEGAGATE) 1541355	00199815 19005450 NETWORK/INTERNET INFO TECH	06/12/20	277355	883.49-

C SPIRE (MEGAGATE)				
Sum				15,826.28-
00001 CARQUEST AUTO PARTS STOR 14758-141979	00199532 19005252 PRESSURE TEST TOOL HFD SHOP	06/12/20	277356	66.65-
00001 CARQUEST AUTO PARTS STOR 14758-141981	00199533 19005254 REPR PTS U#20370 FIRE DEPT	06/12/20	277356	61.20-
00001 CARQUEST AUTO PARTS STOR 14758-141982	00199536 19005255 BATTERY U#18557/SHOP SUPP	06/12/20	277356	163.97-
00001 CARQUEST AUTO PARTS STOR 14758-142238	00199664 19005433 REPR PTS U#15999 HEALTH	06/12/20	277356	20.01-
00001 CARQUEST AUTO PARTS STOR 14758-142453	00199758 19005500 A/C REFRIGERANT P/W SHOP	06/12/20	277356	119.99-

CARQUEST AUTO PARTS STOR				
Sum				431.82-
00001 CELLEBRITE USA CORP INVUS217587	00198238 19005456 SOFTWARE RENEWAL DETECTIVES	06/12/20	277357	3,700.00-

CELLEBRITE USA CORP				
Sum				3,700.00-

00001 CENTER FOR EDU & EMPLOYM 07295201	00199751 19005419 PUBLIC EMPLOYMENT LAW BOOK	06/12/20	277358	124.95-

CENTER FOR EDU & EMPLOYM				
Sum				124.95-
00001 CENTRAL ALABAMA TRAINING 17041077	00199592 19005261 SEMI ANNUAL COMPRESSOR SERV	06/12/20	277359	825.00-

CENTRAL ALABAMA TRAINING				
Sum				825.00-
00001 CERTIFIED LABORATORIES 3966545	00199367 19005323 CHEMICALS SANIT UNITS	06/12/20	277361	1,772.00-
00001 CERTIFIED LABORATORIES 3963828	00199307 19005388 CHEMICALS HEALTH DIV	06/12/20	277361	4,922.50-
00001 CERTIFIED LABORATORIES 3973007	00199507 19005432 CHEMICALS HEALTH DIV	06/12/20	277361	977.35-

CERTIFIED LABORATORIES				
Sum				7,671.85-
00001 CHEM-AQUA 3961021	00199637 19005304 WTR TRTMT 5/15-5/25 CITY HALL	06/12/20	277362	583.33-

CHEM-AQUA				
Sum				583.33-
00001 CINTAS CORPORATION #J66 4051332397	00199508 19005266 UNIFORMS 5/26 TRAFFIC	06/12/20	277366	21.83-
00001 CINTAS CORPORATION #J66 4051897130	00199597 19005291 UNIFORMS 6/01 TRAFFIC	06/12/20	277366	25.00-
00001 CINTAS CORPORATION #J66 4051896942	00199597 19005292 MOP/MAT 6/01 TRAFFIC	06/12/20	277366	6.36-
00001 CINTAS CORPORATION #J66 4051896941	00199587 19005293 UNIFORMS 6/01 PUBLIC WORKS	06/12/20	277366	27.75-
00001 CINTAS CORPORATION #J66 4051897198	00199587 19005294 UNIFORMS 6/01 PUBLIC WORKS	06/12/20	277366	57.65-
00001 CINTAS CORPORATION #J66 4051896960	00199587 19005295 UNIFORMS 6/01 PUBLIC WORKS	06/12/20	277366	76.69-
00001 CINTAS CORPORATION #J66 4051897214	00199587 19005296 MOP/MAT 6/01 GO&FS	06/12/20	277366	23.22-
00001 CINTAS CORPORATION #J66 4051897176	00199587 19005297 MOP/MAT 6/01 GO&FS	06/12/20	277366	61.62-
00001 CINTAS CORPORATION #J66 4051896940	00199587 19005298 MOP/MAT 6/01 GO&FS	06/12/20	277366	87.02-
00001 CINTAS CORPORATION #J66 4051897139	00199594 19005299 UNIFORMS 6/01 P/W SHOP	06/12/20	277366	30.87-
00001 CINTAS CORPORATION #J66 4051897041	00199594 19005300 UNIFORMS 6/01 CONSTR	06/12/20	277366	93.99-
00001 CINTAS CORPORATION #J66 4051332410	00199628 19005324 UNIFORMS 5/26 SANIT	06/12/20	277366	160.41-
00001 CINTAS CORPORATION #J66 4051897250	00199628 19005326 UNIFORMS 6/01 SANIT	06/12/20	277366	160.41-
00001 CINTAS CORPORATION #J66 4052470355	00199777 19005423 UNIFORMS 6/08 TRAFFIC	06/12/20	277366	25.00-
00001 CINTAS CORPORATION #J66 4052470037	00199777 19005424 MOP/MAT 6/08 TRAFFIC	06/12/20	277366	6.36-
00001 CINTAS CORPORATION #J66 4052470335	00199786 19005466 UNIFORMS 6/08 P/W SHOP	06/12/20	277366	30.87-
00001 CINTAS CORPORATION #J66 4052470234	00199786 19005467 UNIFORMS 6/08 CONSTR	06/12/20	277366	85.11-
00001 CINTAS CORPORATION #J66 4052470572	00199824 19005504 UNIFORMS 6/08 SANIT	06/12/20	277366	156.33-

CINTAS CORPORATION #J66				
Sum				1,136.49-
00001 CINTAS FIRST AID J71 5017443225	00198965 19005276 GLOVES/TAPE DISP P/W SHOP	06/12/20	277367	164.97-

CINTAS FIRST AID J71				
Sum				164.97-
00001 CITY OF HATTIESBURG FUND TRF TO COVER 02020604 19005219 TRF TO COVER 1ST 6/20 PAYROLL		06/02/20	10053	1,103,708.50-

CITY OF HATTIESBURG FUND				
Sum				1,103,708.50-

00001 CLEMTS HARDWARE	125315	00199612 19005236 CHAIN/LOCKS SERV CNTR/EVID RM	06/12/20	277370	85.46-
00001 CLEMTS HARDWARE	125223	00199197 19005312 STAPLES/BUCKETS P/F ACADEMY	06/12/20	277370	45.98-
00001 CLEMTS HARDWARE	125369	00199793 19005463 EYEBOLT PUBLIC WORKS	06/12/20	277370	10.99-

CLEMTS HARDWARE					
Sum					142.43-
00001 COCA COLA BOTTLING COMPA	19874206424	00199795 19005446 BOTTLED WATER M/ADM	06/12/20	277371	120.00-

COCA COLA BOTTLING COMPA					
Sum					120.00-
00001 CODA ENTERPRISES INC.	7758 FRT	00199613 19005241 FREIGHT CHARGE PO#199400	06/12/20	277372	122.87-
00001 CODA ENTERPRISES INC.	7758	00199400 19005246 NETGUN ACCESSORIES	06/12/20	277372	650.20-

CODA ENTERPRISES INC.					
Sum					773.07-
00001 COMCAST CABLEVISION OF H	839641073047	00199794 19005454 CABLE 5/30-6/29 EMP CLINIC	06/12/20	277374	149.88-
00001 COMCAST CABLEVISION OF H	839641073092	00199797 19005460 CONVERTER BOX 6/2020 POLICE	06/12/20	277375	119.62-
00001 COMCAST CABLEVISION OF H	839641073073	00199788 19005465 CABLE 6/1-6/30 TRAFF/CONSTR	06/12/20	277376	6.27-

COMCAST CABLEVISION OF H					
Sum					275.77-
00001 COMMERCIAL STATIONERY CO	435547-0	00199029 19005486 OFFICE SUPP P/F ACADEMY	06/12/20	277378	135.28-
00001 COMMERCIAL STATIONERY CO	435838-0	00199268 19005487 OFFICE SUPP P/F ACADEMY	06/12/20	277378	126.18-

COMMERCIAL STATIONERY CO					
Sum					261.46-
00001 COMSOUTH	195283	00199470 19005364 RADIO BATTERIES FIRE DEPT	06/12/20	277379	1,380.00-
00001 COMSOUTH	195206	00199520 19005469 RPLCMNT RADIO TREE CREW FORMN	06/12/20	277379	1,423.00-

COMSOUTH					
Sum					2,803.00-
00001 COURT PROGRAMS INC	INVOICE #68	00199670 19005347 ANKLE MONITORING 4/2020	06/12/20	277380	7,400.00-

COURT PROGRAMS INC					
Sum					7,400.00-
00001 COURTESY MOTORS INC	501713	00196792 19005434 REPR PTS U#20393 ANIMAL CTRL	06/12/20	277381	180.60-
00001 COURTESY MOTORS INC	501712	00196792 19005435 REPR PTS U#19750 ANIMAL CNTRL	06/12/20	277381	88.88-

COURTESY MOTORS INC					
Sum					269.48-
00001 COURTESY REALTY LLC	PROMISSORY N	00199781 19005407 REFUND PROMISSORY NOTE	06/12/20	277382	493,875.08-

COURTESY REALTY LLC					
Sum					493,875.08-
00001 COVINGTON SALES & SERVIC	86543	00199355 19005273 REPR PTS U#21466 PUB WORKS	06/12/20	277383	342.53-

COVINGTON SALES & SERVIC					
Sum					342.53-
00001 D P S CRIME LAB	90092473	00199759 19005416 ANALYTICAL FEES POLICE DEPT	06/12/20	277385	480.00-

D P S CRIME LAB					
Sum					480.00-

00001 DELK'S TIRE SALES AND SE 31233	00199590 19005257 FLAT REPR U#13933 FIRE DEPT	06/12/20	277386	80.00-

DELK'S TIRE SALES AND SE				80.00-
Sum				512.76-
00001 EAGLE TIRE AND SERVICE E-007956	00199586 19005317 TIRES U#20099 FIRE DEPT	06/12/20	277388	512.76-

EAGLE TIRE AND SERVICE				512.76-
Sum				203.67-
00001 EATON, ALVIN K (PETTY CA PETTY CASH 5	00199669 19005345 PETTY CASH 5/2020 VARI DEPTS	06/12/20	277393	203.67-

EATON, ALVIN K (PETTY CA				203.67-
Sum				95.00-
00001 ECONOMY SUPPLY CO 034444	00199577 19005320 DECK SCREWS CARPENTER SHOP	06/12/20	277394	11.66-
00001 ECONOMY SUPPLY CO 034419	00199630 19005431 PLEXIGLASS DISPATCH OFFICE	06/12/20	277394	11.66-

ECONOMY SUPPLY CO				106.66-
Sum				216.57-
00001 ELKINS WHOLESALE INC 408149	00197546 19005233 JANIT SUPP CITY HALL	06/12/20	277396	67.71-
00001 ELKINS WHOLESALE INC 419757 00 00	00199617 19005378 JANIT SUPP CITY HALL	06/12/20	277396	67.71-

ELKINS WHOLESALE INC				284.28-
Sum				2,720.00-
00001 EMERGENCY EQUIPMENT PROF 451412	00197738 19005250 SCBA MASKS FIRE DEPT	06/12/20	277398	968.93-
00001 EMERGENCY EQUIPMENT PROF 451372	00199539 19005258 REPRS U#18099 FIRE DEPT	06/12/20	277398	1,689.42-
00001 EMERGENCY EQUIPMENT PROF 451482	00199538 19005315 WINDSHIELD U#18100 FIRE DEPT	06/12/20	277398	1,689.42-

EMERGENCY EQUIPMENT PROF				5,378.35-
Sum				31,500.00-
00001 EMERGENCY MANAGEMENT DIS Q/E 6/30/20	00199835 19005493 Q/E 6/30/20 CONTRIB	06/12/20	277399	31,500.00-

EMERGENCY MANAGEMENT DIS				31,500.00-
Sum				801.88-
00001 EMPIRE TRUCK SALES (H'BU CE006165789:	00199541 19005280 REPR PTS U#15893 SANIT	06/12/20	277400	801.88-

EMPIRE TRUCK SALES (H'BU				801.88-
Sum				21.59-
00001 FEDERAL EXPRESS 7-028-06299	00199721 19005395 SERV 5/21/2020 ACCTG DEPT	06/12/20	277402	27.51-
00001 FEDERAL EXPRESS 7-034-63336	00199823 19005498 SERV 6/5/2020 ENGR DEPT	06/12/20	277402	27.51-

FEDERAL EXPRESS				49.10-
Sum				3,272.50-
00001 FLUIDS INC. 13035	00199426 19005442 MOSQUITO SPRAYING CHEMICALS	06/12/20	277403	3,272.50-

FLUIDS INC.				3,272.50-
Sum				148.18-
00001 FORESTRY SUPPLIERS INC 714567-00	00199407 19005329 SAFETY HEADLIGHTS TREE CREW	06/12/20	277404	148.18-

FORESTRY SUPPLIERS INC				148.18-
Sum				148.18-

00001 FORREST CTY SUPERVISORS	JAIL 4/2020	00199550 19005262	JAIL 4/2020 EXPENSES	06/12/20	277405	38,440.00-
00001 FORREST CTY SUPERVISORS	JAIL 4/2020	00199550 19005290	JAIL 4/2020 MEDICAL	06/12/20	277405	1,284.90-

FORREST CTY SUPERVISORS						
Sum						39,724.90-
00001 FORREST GENERAL HOSPITAL	H90126431400	00199503 19005238	MED EXAM AFTER ACCIDENT	06/12/20	277406	1,013.00-

FORREST GENERAL HOSPITAL						
Sum						1,013.00-
00001 GALL'S LLC	015472190	00197990 19005247	UNIFORM CARR P/F ACADEMY	06/12/20	277408	350.00-
00001 GALL'S LLC	015773577	00198534 19005396	HANDCUFFS POLICE DEPT	06/12/20	277408	600.00-
00001 GALL'S LLC	015799412	00199618 19005437	TRAFFIC VESTS RECRUIT CLS #37	06/12/20	277408	335.00-

GALL'S LLC						
Sum						1,285.00-
00001 GILLILANDS ELECTRONICS S	71830	00199524 19005234	CODE BLUE PHONE CHECK T DEPOT	06/12/20	277410	194.75-
00001 GILLILANDS ELECTRONICS S	71909	00199491 19005240	PHONE RENT 5/2020 POLICE DEPT	06/12/20	277410	884.99-
00001 GILLILANDS ELECTRONICS S	71929	00199671 19005353	MNTHLY PHONE RENT MUN COURT	06/12/20	277410	261.99-
00001 GILLILANDS ELECTRONICS S	71985	00199434 19005484	ALARM SYS REPR TRAIN DEPOT	06/12/20	277410	895.00-

GILLILANDS ELECTRONICS S						
Sum						2,236.73-
00001 H'BURG MEDICAL SUPPLY	2760914	00199256 19005441	GLOVES CITY EMP COVID-19	06/12/20	277413	1,989.00-

H'BURG MEDICAL SUPPLY						
Sum						1,989.00-
00001 HATTIESBURG HYDRAULICS I	84215	00199813 19005502	REPRS U#13563 CONSTR	06/12/20	277416	152.98-

HATTIESBURG HYDRAULICS I						
Sum						152.98-
00001 HATTIESBURG PAINT & DECO	W0220859	00199517 19005265	PAINT SUPP TRAFF CONTROL BOX	06/12/20	277417	74.94-

HATTIESBURG PAINT & DECO						
Sum						74.94-
00001 HAVARD PEST CONTROL INC	1607296	00020207 19005483	QTRLY SRV GENEALOGY BLDG	06/12/20	277418	90.00-

HAVARD PEST CONTROL INC						
Sum						90.00-
00001 HUB CITY SPOKES	96187	00199498 19005231	CITY WIDE ADS AND NOTICES	06/12/20	277420	291.36-
00001 HUB CITY SPOKES	96136	00199526 19005232	CITY WIDE ADS AND NOTICES	06/12/20	277420	206.76-
00001 HUB CITY SPOKES	96137	00199511 19005275	CITY WIDE ADS AND NOTICES	06/12/20	277420	34.20-
00001 HUB CITY SPOKES	96209	00199790 19005447	CITY WIDE ADS AND NOTICES	06/12/20	277420	502.56-

HUB CITY SPOKES						
Sum						1,034.88-
00001 IRBY, STUART C CO	S011776386.0	00197333 19005222	ELEC SUPP MUN COURT LIGHTS	06/12/20	277425	39.60-

IRBY, STUART C CO						
Sum						39.60-

00001	JOHNNY'S WRECKER SERVICE	38841	00199737	19005402	TOWING U#20074 SANIT	06/12/20	277429	350.00-

JOHNNY'S WRECKER SERVICE								
Sum								350.00-
00001	KEITHCO PETROLEUM	TKT# 125898	00199285	19005355	DIESEL FOR P/W FUEL STATION	06/12/20	277430	3,646.08-

KEITHCO PETROLEUM								
Sum								3,646.08-
00001	KRONOS INCORPORATED	11610830	00199814	19005451	SOFTWARE SUPPORT	06/12/20	277431	9,451.52-
00001	KRONOS INCORPORATED	11610831	00199814	19005452	SOFTWARE SUPPORT	06/12/20	277431	130.00-

KRONOS INCORPORATED								
Sum								9,581.52-
00001	LAMAR AUTO SALVAGE INC	633396	00199784	19005464	BUMPER U#15922 CONSTR	06/12/20	277433	300.00-

LAMAR AUTO SALVAGE INC								
Sum								300.00-
00001	LAMAR CTY SHERIFF	JAIL 2/2020	00199817	19005462	HOUSING INMATES 2/1-2/29/20	06/12/20	277434	1,080.00-

LAMAR CTY SHERIFF								
Sum								1,080.00-
00001	LANCASTER'S MACHINE & WE	024465	00199528	19005274	REPRS U#17162 PUBLIC WORKS	06/12/20	277435	250.00-

LANCASTER'S MACHINE & WE								
Sum								250.00-
00001	LARD OIL COMPANY	1036705-IN	00199149	19005249	MOTOR OIL FIRE DEPT SHOP	06/12/20	277438	429.90-

LARD OIL COMPANY								
Sum								429.90-
00001	LARRY'S WRECKER SERVICE	7666	00199593	19005243	TOWING U#16655 POLICE	06/12/20	277439	55.00-
00001	LARRY'S WRECKER SERVICE	7664	00199593	19005244	TOWING U#20430 POLICE	06/12/20	277439	55.00-
00001	LARRY'S WRECKER SERVICE	7658	00199598	19005245	TOWING U#19704 POLICE	06/12/20	277439	55.00-

LARRY'S WRECKER SERVICE								
Sum								165.00-
00001	LOWE'S OF HATTIESBURG IN	924236-FAMRC	00199233	19005356	OFFICE SUPP PLANNING	06/12/20	277443	18.96-
00001	LOWE'S OF HATTIESBURG IN	936494-EYQBC	00199028	19005367	GRINDER TRAFFIC DEPT	06/12/20	277443	85.49-
00001	LOWE'S OF HATTIESBURG IN	953269-EYLON	00198981	19005370	MICROWAVE TRAFF/CONST DEPT	06/12/20	277443	142.50-
00001	LOWE'S OF HATTIESBURG IN	953362-EQORC	00199156	19005371	OUTDOOR LIGHT GENEALOGY BLDG	06/12/20	277443	123.46-
00001	LOWE'S OF HATTIESBURG IN	027701200000	00199156	19005374	CREDIT	06/12/20	277443	8.00-

LOWE'S OF HATTIESBURG IN								
Sum								362.41-
00001	M M C MATERIALS INC-H'BU	644823	00198006	19005267	CONCRETE VARI LOC	06/12/20	277445	678.00-
00001	M M C MATERIALS INC-H'BU	645344	00198006	19005268	CONCRETE VARI LOC	06/12/20	277445	678.00-
00001	M M C MATERIALS INC-H'BU	650084	00198006	19005269	CONCRETE VARI LOC	06/12/20	277445	904.00-
00001	M M C MATERIALS INC-H'BU	652514	00198006	19005270	CONCRETE VARI LOC	06/12/20	277445	904.00-

M M C MATERIALS INC-H'BU								
Sum								3,164.00-

00001	MAPLES GAS COMPANY	177403	00199421	19005220	GAS/DIESEL P/W FUEL STATION	06/12/20	277447	9,700.55-
00001	MAPLES GAS COMPANY	177853	00199600	19005394	DIESEL P/W FUEL STATION	06/12/20	277447	3,199.25-
00001	MAPLES GAS COMPANY	178150	00199715	19005445	GAS/DIESEL P/W FUEL STATION	06/12/20	277447	8,603.20-

MAPLES GAS COMPANY								
Sum								
00001	MCELHANEY PLUMBING INC	284647	00199425	19005440	EZ REACHERS PUBLIC WORKS	06/12/20	277450	21,503.00-

MCELHANEY PLUMBING INC								
Sum								
00001	METRO CRIMESTOPPERS INC	5/20	02020600	19005289	5/20 CITY COURT ASSESSMENTS	06/03/20	10056	169.50-

METRO CRIMESTOPPERS INC								
Sum								
00001	MID SOUTH GLASS INC	0047201	00199576	19005278	SLIDING WINDOW CONSTR DEPT	06/12/20	277452	637.61-

MID SOUTH GLASS INC								
Sum								
00001	MILLS & SCANLON, P.A.	1292.0012M S	00199762	19005411	SERVS 2016 ANNEXATION	06/12/20	277453	160.00-

MILLS & SCANLON, P.A.								
Sum								
00001	MS DEPT OF PUBLIC SFTY/C	5/20	02020602	19005288	5/20 COURT ASSESSMNT COLLECTED	06/03/20	10057	44,104.00-

MS DEPT OF PUBLIC SFTY/C								
Sum								
00001	MS POWER COMPANY	6/20 GENERAL	00202017	19005479	MNTHLY ELEC-GENERAL	06/12/20	277456	1,677.84-

MS POWER COMPANY								
Sum								
00001	MS STATE/TREASURER/FINAN	FINE COLLECT	02020601	19005316	FINE COLLECTIONS 5/20	06/03/20	10058	11,570.11-
00001	MS STATE/TREASURER/FINAN	FINE COLLECT	02020601	19005318	FINE COLLECTIONS 5/20	06/03/20	10058	26,979.18-
00001	MS STATE/TREASURER/FINAN	FINE COLLECT	02020601	19005322	FINE COLLECTIONS 5/20	06/03/20	10058	2,677.31-
00001	MS STATE/TREASURER/FINAN	FINE COLLECT	02020601	19005325	FINE COLLECTIONS 5/20	06/03/20	10058	2,329.60-
00001	MS STATE/TREASURER/FINAN	FINE COLLECT	02020601	19005328	FINE COLLECTIONS 5/20	06/03/20	10058	458.21-
00001	MS STATE/TREASURER/FINAN	FINE COLLECT	02020601	19005330	FINE COLLECTIONS 5/20	06/03/20	10058	159.68-
00001	MS STATE/TREASURER/FINAN	FINE COLLECT	02020601	19005331	FINE COLLECTIONS 5/20	06/03/20	10058	50.00-
00001	MS STATE/TREASURER/FINAN	FINE COLLECT	02020601	19005332	FINE COLLECTIONS 5/20	06/03/20	10058	1,071.35-
00001	MS STATE/TREASURER/FINAN	FINE COLLECT	02020601	19005333	FINE COLLECTIONS 5/20	06/03/20	10058	10.00-
00001	MS STATE/TREASURER/FINAN	FINE COLLECT	02020601	19005334	FINE COLLECTIONS 5/20	06/03/20	10058	221.36-

MS STATE/TREASURER/FINAN								
Sum								
00001	MSP ENTERPRISES, LLC	40720	00199736	19005397	DEMO MAGNUSON HOTEL 6563 H49	06/12/20	277457	42,443.28-

MSP ENTERPRISES, LLC								
Sum								
00001	N & H ELECTRONIC DISTRIB	206770	00199712	19005420	WINCH CONTROL NEW YEAR BALL	06/12/20	277459	2,104.00-

N & H ELECTRONIC DISTRIB								
Sum								
00001	NAFECO-NORTH AMERICA FIR	1035173	00198646	19005251	TURNOUT SUSPENDERS FIRE DEPT	06/12/20	277460	50.98-

NAFECO-NORTH AMERICA FIR								

NAFECO-NORTH AMERICA FIR							
Sum							
00001	NATL ANIMAL CONTROL ASSN	2855	00199694	19005390	ANIMAL CONTROL MBRSH	RNWL	06/12/20 277461 381.01-
							150.00-

NATL ANIMAL CONTROL ASSN							
Sum							
00001	NEBLETTTS FRAME OUTLET	10002239	00195043	19005357	VETERANS FLAG SHADOW BOX		06/12/20 277462 150.00-
							553.54-

NEBLETTTS FRAME OUTLET							
Sum							
00001	NEWELL PAPER COMPANY	4083425	00199375	19005263	BATH TISSUE TRAFFIC DEPT		06/12/20 277464 553.54-
00001	NEWELL PAPER COMPANY	4078882	00198037	19005282	JANIT SUPP CEMETERY		06/12/20 277464 59.45-
00001	NEWELL PAPER COMPANY	4079649	00198037	19005283	JANIT SUPP CEMETERY		06/12/20 277464 126.20-
00001	NEWELL PAPER COMPANY	4082926	00198037	19005284	JANIT SUPP CEMETERY		06/12/20 277464 47.52-
00001	NEWELL PAPER COMPANY	4083754	00198037	19005285	JANIT SUPP CEMETERY		06/12/20 277464 69.84-
00001	NEWELL PAPER COMPANY	4083228	00199341	19005305	JANIT SUPP/PAPER POLICE DEPT		06/12/20 277464 243.60-
							1,044.59-

NEWELL PAPER COMPANY							
Sum							
00001	NORFOLK SOUTHERN CORP	91522110	00199807	19005475	6/2020 LEASE RAILRD ST PK LOT		06/12/20 277465 1,591.20-
							2,057.62-

NORFOLK SOUTHERN CORP							
Sum							
00001	NORTHGATE LAND & TIMBER,	311	00199742	19005398	DIRT FOR DEMO/LOTS 3/2020		06/12/20 277466 2,057.62-
00001	NORTHGATE LAND & TIMBER,	330	00199742	19005399	DIRT FOR DEMO/LOTS 4/2020		06/12/20 277466 228.00-
							96.00-

NORTHGATE LAND & TIMBER,							
Sum							
00001	O'REILLY AUTO PARTS	0943-294281	00198084	19005438	REPR PTS U#18317 POLICE		06/12/20 277467 324.00-
00001	O'REILLY AUTO PARTS	0943-296379	00198447	19005439	REPR PTS POLICE STOCK		06/12/20 277467 236.82-
							575.96-

O'REILLY AUTO PARTS							
Sum							
00001	OFFICE PRODUCTS PLUS	904222-0	00199632	19005363	OFFICE SUPP FIRE ADM		06/12/20 277469 812.78-
							417.64-

OFFICE PRODUCTS PLUS							
Sum							
00001	OWENS BUSINESS MACHINES	393790	00199504	19005223	COPIER 2/2020 M/ADM		06/12/20 277470 417.64-
00001	OWENS BUSINESS MACHINES	398709	00199589	19005224	COPIER 6/2020 M/ADM		06/12/20 277470 90.08-
00001	OWENS BUSINESS MACHINES	398710	00199591	19005225	COPIER 5/2020 M/ADM		06/12/20 277470 187.00-
							83.78-

OWENS BUSINESS MACHINES							
Sum							
00001	PARISH TRACTOR (HATTIESB	02-122307	00199405	19005281	REPR PTS U#16723 HEALTH		06/12/20 277471 360.86-
							131.44-

PARISH TRACTOR (HATTIESB							
Sum							
							131.44-

00001 PATTERSON AUTO ELECTRIC	80546	00199490 19005242 REPRS U#19702 POLICE	06/12/20	277472	2,199.55-
00001 PATTERSON AUTO ELECTRIC	80552	00199596 19005361 A/C REPR U#15757 POLICE	06/12/20	277472	366.95-

PATTERSON AUTO ELECTRIC					
Sum					
00001 PEARL RIVER VALLEY EPA (6/20 GENERAL	00202017 19005480 MNTHLY 6/20 PUBLIC SERVICES	06/12/20	277474	5,232.29-	2,566.50-

PEARL RIVER VALLEY EPA (					
Sum					
00001 PIERCE PLUMBING (REFUNDS PERMIT # RES	02020610 19005405 REFUND PERMIT 05200123827	06/12/20	277475	80.00-	5,232.29-

PIERCE PLUMBING (REFUNDS					
Sum					
00001 PINE BELT CDJR, INC (MCM 55318	00199595 19005358 REPR PTS POLICE STOCK	06/12/20	277477	210.24-	80.00-

PINE BELT CDJR, INC (MCM					
Sum					
00001 PINE BELT OIL COMPANY IN 1437329	00199499 19005221 GAS P/W FUEL STATION	06/12/20	277478	3,267.86-	210.24-
00001 PINE BELT OIL COMPANY IN 3381152	00199631 19005306 REMOTE SITE FUEL CHARGE	06/12/20	277478	12.81-	3,267.86-
00001 PINE BELT OIL COMPANY IN 3381150	00199631 19005307 REMOTE SITE FUEL CHARGE	06/12/20	277478	20.05-	12.81-
00001 PINE BELT OIL COMPANY IN 3381149	00199631 19005308 REMOTE SITE FUEL CHARGE	06/12/20	277478	15.21-	20.05-
00001 PINE BELT OIL COMPANY IN 4932542	00199754 19005412 REMOTE SITE FUEL CHG POLICE	06/12/20	277478	12.53-	15.21-
00001 PINE BELT OIL COMPANY IN 4932578	00199754 19005413 REMOTE SITE FUEL CHG POLICE	06/12/20	277478	14.22-	12.53-
00001 PINE BELT OIL COMPANY IN 3381151	00199754 19005414 REMOTE SITE FUEL CHG POLICE	06/12/20	277478	15.96-	14.22-
00001 PINE BELT OIL COMPANY IN 1438158	00199765 19005417 FUEL CARD U#19814 POLICE	06/12/20	277478	400.62-	15.96-
00001 PINE BELT OIL COMPANY IN POLICE 5/01-	00199783 19005457 MINIT MART CHARGES 5/2020	06/12/20	277478	742.75-	400.62-
00001 PINE BELT OIL COMPANY IN FIRE 5/01-5/	00199783 19005458 MINIT MART CHARGES 5/2020	06/12/20	277478	1,104.74-	742.75-

PINE BELT OIL COMPANY IN					
Sum					
00001 PITNEY BOWES INC-METER R 3311297858	00199802 19005455 MAIL MACH LEASE 3/30-6/29/20	06/12/20	277480	1,206.87-	5,606.75-

PITNEY BOWES INC-METER R					
Sum					
00001 POWER HOUSE TOOLS & OUTD ML2LO702U	00199568 19005393 REPR PTS U#19559 CEM MOWER	06/12/20	277483	299.99-	1,206.87-

POWER HOUSE TOOLS & OUTD					
Sum					
00001 PRECISION DELTA CORP 16375	00197628 19005382 AMMUNITION P/F ACADEMY	06/12/20	277484	995.00-	299.99-

PRECISION DELTA CORP					
Sum					
00001 PUCKETT RENTS 766058-0001	00198775 19005368 REPR PTS U#6342 TRAFFIC	06/12/20	277485	169.98-	995.00-

PUCKETT RENTS					
Sum					
00001 QUALITY ELECTRIC COMPANY 5386	00199210 19005277 BOLTS/CLAMPS/TIES P/W SHOP	06/12/20	277486	223.10-	169.98-

QUALITY ELECTRIC COMPANY					
Sum					
					223.10-

00001	REGIONS	CARDHOLDER	SERVI	7079	5/31/20	00199640	19005335	ZOOM VIDEO CONF MNTHLY FEE	06/12/20	277489	16.04-
00001	REGIONS	CARDHOLDER	SERVI	7079	5/31/20	00199080	19005336	SITE LOCK CENSUS WEBSITE	06/12/20	277489	2.99-
00001	REGIONS	CARDHOLDER	SERVI	7079	5/31/20	00199626	19005337	LATE PAYMENT FEE	06/12/20	277489	229.25-
00001	REGIONS	CARDHOLDER	SERVI	7079	5/31/20	00199633	19005338	KN95 MASKS COVID 19 CITY EMP	06/12/20	277489	2,990.00-
00001	REGIONS	CARDHOLDER	SERVI	7079	5/31/20	00199634	19005339	KN95 MASKS COVID 19 CITY EMP	06/12/20	277489	4,950.00-
00001	REGIONS	CARDHOLDER	SERVI	7079	5/31/20	00199033	19005340	LAWNMOWER PTS #6 FIRE STA	06/12/20	277489	54.60-
00001	REGIONS	CARDHOLDER	SERVI	7079	5/31/20	00199418	19005341	ANIVIA WEBCAM ENGR DEPT	06/12/20	277489	106.98-
00001	REGIONS	CARDHOLDER	SERVI	7079	5/31/20	00199211	19005342	HANGER DOOR MOTOR AIRPORT	06/12/20	277489	775.04-
00001	REGIONS	CARDHOLDER	SERVI	7079	5/31/20	00199014	19005343	REPR PTS CEMETERY	06/12/20	277489	2,200.00-
00001	REGIONS	CARDHOLDER	SERVI	7079	5/31/20	00199211	19005344	CREDIT PO#196758 K MUHAMMAD	06/12/20	277489	636.40

REGIONS CARDHOLDER SERVI											
Sum											10,688.50-
00001	RICOH	CORP			5059467587	00199674	19005348	COPIER 4/2020 MUN COURT	06/12/20	277491	38.69-
00001	RICOH	CORP			5059049400	00199674	19005349	COPIER 2/2020 MUN COURT	06/12/20	277491	21.28-
00001	RICOH	CORP			32917555	00199674	19005350	COPIER 2/2020 MUN COURT	06/12/20	277491	287.51-
00001	RICOH	CORP			32521559	00199674	19005351	COPIER 11/2019 MUN COURT	06/12/20	277491	287.51-
00001	RICOH	CORP			5059686127	00199808	19005448	COPIER 5/1-5/31 HUMAN RES	06/12/20	277491	168.79-

RICOH CORP											
Sum											803.78-
00001	RJ	YOUNG COMPANY			INV3681490	00199649	19005311	COPIER 4/28-5/27 POLICE DEPT	06/12/20	277492	487.60-
00001	RJ	YOUNG COMPANY			INV3681489	00199678	19005346	COPIER 4/28-5/27 COUNCIL	06/12/20	277492	87.80-
00001	RJ	YOUNG COMPANY			INV3391702	00199673	19005352	COPIER 10/24-11/23/19 COURT	06/12/20	277492	168.00-
00001	RJ	YOUNG COMPANY			INV3670797	00199700	19005377	COPIER 4/24-5/23 MUN COURT	06/12/20	277492	168.00-
00001	RJ	YOUNG COMPANY			INV3682318	00199703	19005387	COPIER 1/20-1/21 TRAFF/CONST	06/12/20	277492	167.88-
00001	RJ	YOUNG COMPANY			INV3673037	00199841	19005499	COPIER 4/25-5/24 ENGR DEPT	06/12/20	277492	262.00-

RJ YOUNG COMPANY											
Sum											1,341.28-
00001	ROADSAFE	TRAFFIC SYSTEMS			114941	00199403	19005264	RUBBER BASE CONES TRAFF DEPT	06/12/20	277493	4,615.80-

ROADSAFE TRAFFIC SYSTEMS											
Sum											4,615.80-
00001	RODCO, LLC				1644	00199739	19005401	PLAN REVIEWS 6/2020 LDC	06/12/20	277495	500.00-

RODCO, LLC											
Sum											500.00-
00001	ROGERS, KEVIN				PO#199741 5/	00199741	19005400	TITLE OPINIONS 5/2020 LDC	06/12/20	277496	500.00-

ROGERS, KEVIN											
Sum											500.00-
00001	SANSOM EQUIPMENT CO				62515	00199334	19005321	VARI ASSY SWITCHES SANIT UNITS	06/12/20	277498	528.26-
00001	SANSOM EQUIPMENT CO				62644	00199659	19005372	REPRS U#20091 SANIT	06/12/20	277498	455.73-

SANSOM EQUIPMENT CO											
Sum											983.99-
00001	SERVICEMASTER INC				121956	00198477	19005453	DISINFECT CITY HALL COVID-19	06/12/20	277500	5,746.23-

SERVICEMASTER INC											
Sum											5,746.23-

00001 SHOWS DEARMAN & WAITS IN 221445	00199847 19005495	SERVS FIRE RATING BUREAU	06/12/20	277502	350.00-
00001 SHOWS DEARMAN & WAITS IN 21461	00199850 19005496	SERVS 2010 ANNEXATION	06/12/20	277502	1,925.00-
00001 SHOWS DEARMAN & WAITS IN 21475	00199858 19005497	SRVS GENERAL ENGR AND SUPPORT	06/12/20	277502	450.00-
00001 SHOWS DEARMAN & WAITS IN 21476	00199859 19005501	SRVS 706 N CHANCELLOR DRNGE	06/12/20	277502	1,232.50-

SHOWS DEARMAN & WAITS IN					
Sum					3,957.50-
00001 SMITH, JIM SERVICES 90375	00199157 19005485	REPLACE A/C IN RECORDS DIV	06/12/20	277506	4,298.10-

SMITH, JIM SERVICES					
Sum					4,298.10-
00001 SOLAR SUPPLY INC 3428571	00199051 19005235	A/C FILTERS POLICE DEPT	06/12/20	277507	1,759.80-
00001 SOLAR SUPPLY INC 3428871	00199642 19005385	A/C REPR PTS TRAFF/CONST OFFC	06/12/20	277507	54.65-
00001 SOLAR SUPPLY INC 3428934	00199684 19005386	A/C REPR PTS CONSTR DEPT	06/12/20	277507	90.99-
00001 SOLAR SUPPLY INC 3428835	00199525 19005403	A/C REPR PTS TRAIN DEPOT	06/12/20	277507	44.36-
00001 SOLAR SUPPLY INC 3429076	00199744 19005436	A/C REPR PTS TRAIN DEPOT	06/12/20	277507	211.64-

SOLAR SUPPLY INC					
Sum					2,161.44-
00001 SOUTH MS EMERGENCY PHYSI 49363960	00199505 19005239	OFFICER MED EVALUATION/ACCDNT	06/12/20	277508	454.00-

SOUTH MS EMERGENCY PHYSI					
Sum					454.00-
00001 SOUTHERN FINANCIAL SYSTE CMCHAT2 4/30 02020595 19005302	POLICE FINES COLL.FEE	06/12/20	277509	127.82-	
00001 SOUTHERN FINANCIAL SYSTE CMCHAT3 5/1- 20220596 19005303	POLICE FINES COLL.FEE	06/12/20	277509	991.18-	
00001 SOUTHERN FINANCIAL SYSTE CMCHAT2 5/16 02020606 19005375	POLICE FINES COLL.FEE	06/12/20	277509	20.17-	
00001 SOUTHERN FINANCIAL SYSTE CMCHAT3 5/16 02020607 19005376	POLICE FINES COLL.FEE	06/12/20	277509	842.00-	

SOUTHERN FINANCIAL SYSTE					
Sum					1,981.17-
00001 SOUTHERN MS PINE STRAW 12427	00199551 19005362	PINE STRAW P/F ACDMY L'SCAPE	06/12/20	277510	137.50-

SOUTHERN MS PINE STRAW					
Sum					137.50-
00001 SOUTHERN PINE ELECTRIC P 6/20 GENERAL 00202016 19005481	MNTHLY 6/20 PUBLIC SERVICES	06/12/20	277512	1,305.82-	

SOUTHERN PINE ELECTRIC P					
Sum					1,305.82-
00001 SPEED, KAY (REFUND) DAMAGE DEP R 02020614 19005443	DAMAGE DEPOSIT REFUND	06/12/20	277517	100.00-	

SPEED, KAY (REFUND)					
Sum					100.00-
00001 SPIRE ENERGY 6/20 GENERAL 00202017 19005482	MNTHLY GAS-GENERAL	06/12/20	277518	1,308.87-	

SPIRE ENERGY					
Sum					1,308.87-

00001	STANDARD OFFICE SUPPLY C	10292	00197952	19005226	OFFICE SUPP CITY CLERK/TAX	06/12/20	277519	131.97-
00001	STANDARD OFFICE SUPPLY C	10293	00197952	19005227	OFFICE SUPP CITY CLERK/TAX	06/12/20	277519	19.98-
00001	STANDARD OFFICE SUPPLY C	10322	00197952	19005228	OFFICE SUPP CITY CLERK/TAX	06/12/20	277519	10.79-
00001	STANDARD OFFICE SUPPLY C	5200367-0	00197952	19005229	OFFICE SUPP CITY CLERK/TAX	06/12/20	277519	21.25-
00001	STANDARD OFFICE SUPPLY C	10323	00197952	19005230	OFFICE SUPP CITY CLERK/TAX	06/12/20	277519	25.50-
00001	STANDARD OFFICE SUPPLY C	5201355-0	00199460	19005389	ANIMAL CNTRL IMPOUND REPORTS	06/12/20	277519	237.00-

STANDARD OFFICE SUPPLY C								
Sum								446.49-
00001	STATE FIRE ACADEMY	28121	00199510	19005248	REG FEES DRIVER OPERATOR CLS	06/12/20	277520	1,964.00-
00001	STATE FIRE ACADEMY	28131	00199605	19005256	FIELD DELIVERY OFFICER CLASS	06/12/20	277520	1,964.00-
00001	STATE FIRE ACADEMY	28137	00199623	19005313	REG FEES SMOKE DIVER CLASS	06/12/20	277520	1,680.00-

STATE FIRE ACADEMY								
Sum								5,608.00-
00001	THYSSENKRUPP ELEVATOR CO	3005015358	00199798	19005470	MAINT 1/2020 PINE ST GARAGE	06/12/20	277524	516.14-
00001	THYSSENKRUPP ELEVATOR CO	3005076253	00199798	19005471	MAINT 2/2020 PINE ST GARAGE	06/12/20	277524	516.14-
00001	THYSSENKRUPP ELEVATOR CO	3005118330	00199798	19005472	MAINT 3/2020 PINE ST GARAGE	06/12/20	277524	516.14-
00001	THYSSENKRUPP ELEVATOR CO	3005185622	00199798	19005473	MAINT 4/2020 PINE ST GARAGE	06/12/20	277524	516.14-
00001	THYSSENKRUPP ELEVATOR CO	3005234701	00199798	19005474	MAINT 5/2020 PINE ST GARAGE	06/12/20	277524	516.14-

THYSSENKRUPP ELEVATOR CO								
Sum								2,580.70-
00001	TRACTOR SUPPLY	200633931 &	00199237	19005492	WOOD FLOOR TRAILER LAND CODE	06/12/20	277525	829.96-
00001	TRACTOR SUPPLY	100309387	00198317	19005494	PUMP U#7526 HERBICIDE TRUCK	06/12/20	277525	419.99-

TRACTOR SUPPLY								
Sum								1,249.95-
00001	TRANSUNION RISK AND ALTE	362606 6/01/	00199635	19005310	ONLINE INVESTIGATIONS 5/2020	06/12/20	277526	331.40-

TRANSUNION RISK AND ALTE								
Sum								331.40-
00001	UNDERWOOD OUTDOOR POWER,	86189	00198995	19005461	MOWER REPR PTS U#64542 ACDMY	06/12/20	277528	62.39-

UNDERWOOD OUTDOOR POWER,								
Sum								62.39-
00001	UNIVERSITY TIRE & SERVIC	INV154032	00199629	19005366	OIL CHANGE U#15914 LAND CODE	06/12/20	277529	64.15-
00001	UNIVERSITY TIRE & SERVIC	INV154398	00199792	19005503	TRAILER TIRES CONSTR DEPT	06/12/20	277529	121.98-

UNIVERSITY TIRE & SERVIC								
Sum								186.13-
00001	V F W OF THE US	PARKING SPAC	00199812	19005476	PARKING SPACES 5/2020	06/12/20	277530	75.00-
00001	V F W OF THE US	PARKING SPAC	00199812	19005477	PARKING SPACES 6/2020	06/12/20	277531	75.00-

V F W OF THE US								
Sum								150.00-
00001	WALT MASSEY CHEVROLET	354163 (A)	00198195	19005259	COLLISION REPR U#18557 HFD	06/12/20	277534	2,821.90-
00001	WALT MASSEY CHEVROLET	354163 (B)	00198439	19005260	ADDL AMT DUE PO#198195	06/12/20	277534	767.39-

WALT MASSEY CHEVROLET								
Sum								3,589.29-

00001	WARING OIL CO (GULFPORT)	001864088	00199368	19005279	CHEMICALS SANIT TRUCKS	06/12/20	277535	425.70-

WARING OIL CO (GULFPORT)								
Sum								425.70-
00001	WARREN PAVING INC	199265.1	00199265	19005369	PAVING EVA STREET DEAD END	06/12/20	277536	10,145.30-
00001	WARREN PAVING INC	31876	00197491	19005428	HOT ASPHALT VARI CITY LOC	06/12/20	277536	251.74-
00001	WARREN PAVING INC	32476	00198728	19005429	HOT ASPHALT VARI CITY LOC	06/12/20	277536	237.19-
00001	WARREN PAVING INC	32834	00198728	19005430	HOT ASPHALT VARI CITY LOC	06/12/20	277536	330.17-

WARREN PAVING INC								
Sum								10,964.40-
00001	WARRIOR SCIENCE GROUP IN	1138	00198252	19005381	PPCT MANUALS RECRUIT CLASS#37	06/12/20	277537	406.56-

WARRIOR SCIENCE GROUP IN								
Sum								406.56-
00001	WASTE MANAGEMENT OF SOUT	0012136-2526	00199627	19005327	RUBBISH DISPOSAL 5/20 SANIT	06/12/20	277538	2,138.18-

WASTE MANAGEMENT OF SOUT								
Sum								2,138.18-
00001	WATERS INTERNATIONAL TRU	08P890969	00199796	19005505	TRANSMISSION FLUID CEMETERY	06/12/20	277541	48.17-

WATERS INTERNATIONAL TRU								
Sum								48.17-
00001	WHEELER'S JANITORIAL SUP	0406236	00199619	19005410	JANIT SUPP CITY HALL	06/12/20	277542	186.00-
00001	WHEELER'S JANITORIAL SUP	0406237	00199370	19005422	CLOROX CLEANER COVID-19 TRAFF	06/12/20	277542	85.00-
00001	WHEELER'S JANITORIAL SUP	0406262	00199658	19005468	JANIT SUPP SANIT DEPT	06/12/20	277542	210.00-

WHEELER'S JANITORIAL SUP								
Sum								481.00-
00001	98 WASTE LLC	2701	00199750	19005425	RUBBISH DISPOSAL 5/20 SANIT	06/12/20	277546	44,317.00-
00001	98 WASTE LLC	2703	00199750	19005426	RUBBISH DISPOSAL 5/20 SANIT	06/12/20	277546	735.00-
00001	98 WASTE LLC	2702	00199750	19005427	RUBBISH DISPOSAL 5/20 PK/REC	06/12/20	277546	4,025.00-

98 WASTE LLC								
Sum								49,077.00-

Sum								2,062,249.96-

PERIOD ENDING JUNE 12, 2020

Date

- 06/10/20

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	348138	00199474	19001230	CHEMICALS GRNDS MAINT	06/12/20	277328	180.00-
00002 A & R FARM AND GARDEN	349524	00199686	19001260	LOCKS/SAND BAGS GRNDS MAINT	06/12/20	277328	1,224.00-
A & R FARM AND GARDEN							
Sum							1,404.00-
00002 AIRGAS USA LLC (NORDAN S	9969629772	00199655	19001223	CYLINDER RENT GRNDS MAINT	06/12/20	277331	55.70-
00002 AIRGAS USA LLC (NORDAN S	9971116430	00199774	19001259	CYLINDER RENT GRNDS MAINT	06/12/20	277331	55.70-
AIRGAS USA LLC (NORDAN S							
Sum							111.40-
00002 BLUE DOLPHIN POOLS	39596	00199688	19001226	MNTHLY FOUNTAIN MNT VARI LOC	06/12/20	277348	600.00-
BLUE DOLPHIN POOLS							
Sum							600.00-
00002 BRACKMAN MOWER WAREHOUSE	53789	00199412	19001245	REPRS U#20234 MOWER	06/12/20	277351	169.49-
00002 BRACKMAN MOWER WAREHOUSE	53790	00199413	19001246	REPRS U#19303 MOWER	06/12/20	277351	149.49-
00002 BRACKMAN MOWER WAREHOUSE	53791	00199414	19001247	REPRS U#20744 MOWER	06/12/20	277351	406.95-
00002 BRACKMAN MOWER WAREHOUSE	53792	00199415	19001248	REPRS U#20745 MOWER	06/12/20	277351	161.73-
00002 BRACKMAN MOWER WAREHOUSE	53793	00199416	19001249	REPRS U#21097 MOWER	06/12/20	277351	141.73-
00002 BRACKMAN MOWER WAREHOUSE	53788	00199417	19001250	REPRS U#21325 MOWER	06/12/20	277351	181.73-
00002 BRACKMAN MOWER WAREHOUSE	53794	00199419	19001251	REPRS U#20823 MOWER	06/12/20	277351	197.23-
00002 BRACKMAN MOWER WAREHOUSE	53798	00199465	19001252	REPRS U#21096 MOWER	06/12/20	277351	240.23-
00002 BRACKMAN MOWER WAREHOUSE	53809	00199467	19001253	TRIMMER REPR PTS	06/12/20	277351	168.00-
00002 BRACKMAN MOWER WAREHOUSE	53948	00199523	19001257	TRIMMER REPR GRNDS MAINT	06/12/20	277351	40.00-
BRACKMAN MOWER WAREHOUSE							
Sum							1,856.58-
00002 CITY OF HATTIESBURG FUND	TRF TO COVER	02020604	19001219	TRF TO COVER 1ST 6/20 PAYROLL	06/02/20	20013	59,992.21-
CITY OF HATTIESBURG FUND							
Sum							59,992.21-
00002 CLEMTS HARDWARE	125292	00199473	19001233	TIE DOWN STRAPS GRNDS MAINT	06/12/20	277370	107.96-
00002 CLEMTS HARDWARE	125347	00199522	19001234	ROPE/SNAPS GRNDS MAINT	06/12/20	277370	179.92-
CLEMTS HARDWARE							
Sum							287.88-
00002 EATON, ALVIN K (PETTY CA	PETTY CASH 5	00199645	19001222	PETTY CASH 5/2020 PKS/REC	06/12/20	277391	32.69-
EATON, ALVIN K (PETTY CA							
Sum							32.69-

00002 ECONOMY SUPPLY CO	034103	00199385 19001235	BLDG MATLS KAMPER PARK	06/12/20	277394	45.12-
00002 ECONOMY SUPPLY CO	034285	00199560 19001236	BLDG MATLS CHAIN PK BRDWALK	06/12/20	277394	484.75-
00002 ECONOMY SUPPLY CO	034517	00199653 19001237	BLDG MATLS S ANTONIO RESTRMS	06/12/20	277394	455.71-
00002 ECONOMY SUPPLY CO	034518	00199656 19001238	BLDG MATLS CHAIN PK BRDWALK	06/12/20	277394	303.68-

ECONOMY SUPPLY CO						
Sum						1,289.26-
00002 ELKINS WHOLESALE INC	418978	00199466 19001228	JANIT SUPP GRNDS MAINT	06/12/20	277396	643.16-

ELKINS WHOLESALE INC						
Sum						643.16-
00002 GROVER BROS RESTAURANT &	220000019956	00199651 19001239	BLDG MATLS S ANTONIO RESTRMS	06/12/20	277412	961.80-

GROVER BROS RESTAURANT &						
Sum						961.80-
00002 INDUSTRIAL CHEMICAL SOLU	3821	00199672 19001229	SANITIZER ALL PARKS COVID-19	06/12/20	277424	4,620.00-

INDUSTRIAL CHEMICAL SOLU						
Sum						4,620.00-
00002 JEFCOAT FENCE OF HATTIES	0022181	00199354 19001256	FENCE REPR TATUM WIND DAMAGE	06/12/20	277427	3,233.28-

JEFCOAT FENCE OF HATTIES						
Sum						3,233.28-
00002 JERRY'S AUTOMOTIVE REPAI	20589	00199622 19001232	REPRS U#21328 TRUCK	06/12/20	277428	390.05-
00002 JERRY'S AUTOMOTIVE REPAI	20586	00198730 19001242	REPRS U#21328 TRUCK	06/12/20	277428	603.75-
00002 JERRY'S AUTOMOTIVE REPAI	20587	00198952 19001243	REPRS U#21328 TRUCK	06/12/20	277428	407.10-
00002 JERRY'S AUTOMOTIVE REPAI	20588	00199137 19001244	REPRS U#21328 TRUCK	06/12/20	277428	2,860.95-

JERRY'S AUTOMOTIVE REPAI						
Sum						4,261.85-
00002 LANCASTER'S MACHINE & WE	024463	00199727 19001261	TILLER REPR U#13264 TRACTOR	06/12/20	277435	175.00-

LANCASTER'S MACHINE & WE						
Sum						175.00-
00002 MCELHANEY PLUMBING INC	284701	00199384 19001241	PLUMB SUPP DAHMER PARK	06/12/20	277450	73.75-

MCELHANEY PLUMBING INC						
Sum						73.75-
00002 MS POWER COMPANY	6/20 PKS/REC	00202017 19001262	MNTHLY ELEC-PARKS & REC	06/12/20	277456	1,029.47-

MS POWER COMPANY						
Sum						1,029.47-
00002 NEWELL PAPER COMPANY	4083817	00199475 19001231	WASP SPRAY GRNDS MAINT	06/12/20	277464	432.00-

NEWELL PAPER COMPANY						
Sum						432.00-
00002 PEANUTS TOWING SERVICE	94011	00199726 19001227	TOWING U#16048 TRUCK	06/12/20	277473	100.00-

PEANUTS TOWING SERVICE						
Sum						100.00-

00002 REGIONS CARDHOLDER SERVI 7079 5/31/20 00199202 19001224 PICNIC UMBRELLAS DOWNTOWN	06/12/20	277489	410.88-

REGIONS CARDHOLDER SERVI			
Sum			410.88-
00002 RICHARDSON ATHLETICS, LL 33215 00198223 19001240 BLDG MATLS TATUM TENNIS	06/12/20	277490	2,759.76-

RICHARDSON ATHLETICS, LL			
Sum			2,759.76-
00002 SOUTHERN ON SITE STORAGE 68656 00196105 19001221 PORTALETS/HANDWASH STA 6/1-28	06/12/20	277511	1,081.00-

SOUTHERN ON SITE STORAGE			
Sum			1,081.00-
00002 SOUTHERN TIRE MART LLC (2520035274 00199521 19001220 TIRES U#11961 GRNDS MNT TRUCK	06/12/20	277514	195.00-
00002 SOUTHERN TIRE MART LLC (2520034184 00199519 19001254 TIRE U#14980 MOWER	06/12/20	277514	18.50-
00002 SOUTHERN TIRE MART LLC (2520034549 00199519 19001255 REPRS U#14980 MOWER	06/12/20	277514	102.98-

SOUTHERN TIRE MART LLC (			
Sum			316.48-
00002 WATER FLOW PRODUCTIONS I 11416 00199681 19001225 IRRIGATION REPR DAHMER PARK	06/12/20	277540	162.43-

WATER FLOW PRODUCTIONS I			
Sum			162.43-

Sum			85,834.88-

Date - 06/10/20

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
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Check
Amount

HATT.MUNICIPAL FIRE PROTECTION

00005	TRUSTMARK NATIONAL BANK/	A/C	27335025	02020611	19000027	6/20	FIRE TRUCK LEASE PYMT	06/08/20	50009	16,377.37-
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TRUSTMARK NATIONAL BANK/

Sum

16,377.37-

Sum

16,377.37-

PERIOD ENDING JUNE 12, 2020

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PAYROLL FUND							
00006 BERNARDO, DEBRA (REFUND)	REFUND	02020620	19000331	REFUND ACH DRAW FOR 6/20	06/10/20	60103	388.00-

BERNARDO, DEBRA (REFUND)							
Sum							388.00-
00006 OGDEN, MITCHELL (REFUND)	6/5/20 PAYRO	02020609	19000329	REPLACES RETURNED DIRECT DEP	06/05/20	60102	769.23-

OGDEN, MITCHELL (REFUND)							
Sum							769.23-

Sum							1,157.23-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 06/10/20

PERIOD ENDING JUNE 12, 2020

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 ALLBRITTON CHAIN SAW & L	71556	00199514	19001373	SPRAYERS SEWER GRNDS CREW	06/12/20	277332	211.12-

ALLBRITTON CHAIN SAW & L							211.12-
Sum							587.15-
00009 ALLIED UNIVERSAL CORP	I1631333	00199402	19001320	CHEMICALS WTR PLT #2	06/12/20	277334	1,761.45-
00009 ALLIED UNIVERSAL CORP	I1631334	00199402	19001321	CHEMICALS WTR PLT #1	06/12/20	277334	4,551.45-
00009 ALLIED UNIVERSAL CORP	I1631335	00199402	19001322	CHEMICALS SOUTH LAGOON	06/12/20	277334	3,621.45-
00009 ALLIED UNIVERSAL CORP	I1633444	00199639	19001352	CHEMICALS NORTH LAGOON	06/12/20	277334	-----
ALLIED UNIVERSAL CORP							
Sum							10,521.50-
00009 AUTO ARMATURE SERVICE IN	21062	00199331	19001323	ALTERNATOR U#13061 SEWER	06/12/20	277343	201.95-
00009 AUTO ARMATURE SERVICE IN	20852	00198872	19001342	BATTERY U#13510 TRANS	06/12/20	277343	145.95-

AUTO ARMATURE SERVICE IN							347.90-
Sum							106.00-
00009 BONNER ANALYTICAL TESTIN	71688	00199636	19001317	SAMPLES SHADOWWOOD/HUCKLEBERRY	06/12/20	277349	53.00-
00009 BONNER ANALYTICAL TESTIN	70370	00199833	19001372	COLIFORM TESTS CAMP & S 19TH	06/12/20	277349	-----
BONNER ANALYTICAL TESTIN							
Sum							159.00-
00009 CARQUEST AUTO PARTS STOR	14758-142037	00199571	19001303	REPR PTS U#20027 TRANS	06/12/20	277356	34.60-
00009 CARQUEST AUTO PARTS STOR	14758-141920	00199497	19001306	JETTER HOSES SEWER DEPT	06/12/20	277356	29.73-
00009 CARQUEST AUTO PARTS STOR	14758-142160	00199607	19001319	JETTER REPR PTS SEWER DEPT	06/12/20	277356	20.20-
00009 CARQUEST AUTO PARTS STOR	14758-142269	00199588	19001334	REPR PTS U#20056 TRANS	06/12/20	277356	9.69-

CARQUEST AUTO PARTS STOR							94.22-
Sum							101.20-
00009 CENTRAL PIPE SUPPLY INC	S100217807.0	00199308	19001327	HAND TOOLS WTR BILLING	06/12/20	277360	4,601.28-
00009 CENTRAL PIPE SUPPLY INC	S100214178.0	00198576	19001332	BADGER METER TRANS DEPT	06/12/20	277360	808.32-
00009 CENTRAL PIPE SUPPLY INC	S100214178.0	00198576	19001333	BADGER METERS TRANS DEPT	06/12/20	277360	-----
CENTRAL PIPE SUPPLY INC							
Sum							5,510.80-
00009 CERTIFIED LABORATORIES	3978902	00199602	19001364	CHEMICALS FOR LIFT STATIONS	06/12/20	277361	10,301.10-

CERTIFIED LABORATORIES							10,301.10-
Sum							104.85-
00009 CINTAS CORPORATION #J66	4051898600	00199610	19001310	UNIFORMS 6/01 TRANS	06/12/20	277366	45.39-
00009 CINTAS CORPORATION #J66	4051898600	00199610	19001311	UNIFORMS 6/01 PLANT	06/12/20	277366	24.02-
00009 CINTAS CORPORATION #J66	4051898600	00199610	19001312	UNIFORMS 6/01 SEWER	06/12/20	277366	19.36-
00009 CINTAS CORPORATION #J66	4051898600	00199610	19001313	UNIFORMS 6/01 LAGOON	06/12/20	277366	17.10-
00009 CINTAS CORPORATION #J66	4051898267	00199606	19001314	MOP/MAT 6/01 PLANT	06/12/20	277366	23.92-
00009 CINTAS CORPORATION #J66	4051333996	00199691	19001329	UNIFORM 5/26 WTR SERVICE MEN	06/12/20	277366	23.92-
00009 CINTAS CORPORATION #J66	4051899086	00199691	19001330	UNIFORMS 6/01 WTR SERVICE MEN	06/12/20	277366	

00009 CINTAS CORPORATION #J66	4052471723	00199770 19001344	UNIFORMS 6/08 TRANS	06/12/20	277366	104.85-
00009 CINTAS CORPORATION #J66	4052471723	00199770 19001345	UNIFORMS 6/08 PLANT	06/12/20	277366	45.39-
00009 CINTAS CORPORATION #J66	4052471723	00199770 19001346	UNIFORMS 6/08 SEWER	06/12/20	277366	31.02-
00009 CINTAS CORPORATION #J66	4052471723	00199770 19001347	UNIFORMS 6/08 LAGOON	06/12/20	277366	19.36-
00009 CINTAS CORPORATION #J66	4052471374	00199766 19001349	MOP/MAT 6/08 PLANT	06/12/20	277366	21.88-

CINTAS CORPORATION #J66						
Sum						481.06-
00009 CINTAS FIRST AID J71	5017443226	00199554 19001305	ORANGE NITRILE GLOVES SEWER	06/12/20	277367	326.00-

CINTAS FIRST AID J71						
Sum						326.00-
00009 CITY OF HATTIESBURG FUND	TRF TO COVER 02020604	19001295	TRF TO COVER 1ST 6/20 PAYROLL	06/02/20	90013	103,855.63-

CITY OF HATTIESBURG FUND						
Sum						103,855.63-
00009 COURTESY MOTORS INC	267896	00199430 19001366	REPRS U#19845 SEWER	06/12/20	277381	4,412.29-

COURTESY MOTORS INC						
Sum						4,412.29-
00009 COVINGTON SALES & SERVIC	86517	00198217 19001307	REPRS U#18897 SEWER	06/12/20	277383	7,763.02-

COVINGTON SALES & SERVIC						
Sum						7,763.02-
00009 DIXIE COMMUNITY UTILITY	SEWER BILLIN	00199552 19001297	SEWER BILLING 4/2020	06/12/20	277387	417.00-
00009 DIXIE COMMUNITY UTILITY	SEWER BILLIN	00199552 19001298	SEWER BILLING 5/2020	06/12/20	277387	417.00-
00009 DIXIE COMMUNITY UTILITY	SEWER BILLIN	00199690 19001328	SEWER BILLING 6/2020	06/12/20	277387	414.00-

DIXIE COMMUNITY UTILITY						
Sum						1,248.00-
00009 EATON, ALVIN K (PETTY CA	PETTY CASH 5	00199644 19001318	PETTY CASH 5/2020 W&SO&M	06/12/20	277392	40.00-

EATON, ALVIN K (PETTY CA						
Sum						40.00-
00009 GILLILANDS ELECTRONICS S	71900	00199492 19001299	OUTSIDE SPEAKER REPR WTR OFFC	06/12/20	277410	85.00-
00009 GILLILANDS ELECTRONICS S	71864	00199493 19001300	PHONE MNT 6/20-6/21 WTR OFFC	06/12/20	277410	393.00-
00009 GILLILANDS ELECTRONICS S	71948	00199494 19001304	MNTHLY PHONE RENT WTR PLANT	06/12/20	277410	148.16-

GILLILANDS ELECTRONICS S						
Sum						626.16-
00009 HUGHES SUPPLY	S158708646.0	00199315 19001331	A/C UNIT WTR BILLING OFFICE	06/12/20	277422	3,082.81-

HUGHES SUPPLY						
Sum						3,082.81-
00009 L & A CONTRACTING CO	483-161	00199773 19001351	AERATOR MNT 5/18-31 LAGOONS	06/12/20	277432	37,096.19-

L & A CONTRACTING CO						
Sum						37,096.19-

00009 LANCASTER'S MACHINE & WE 24380	00198113 19001335 REPR WATER CUT-OFF TOOL	06/12/20	277435	125.00-
00009 LANCASTER'S MACHINE & WE 24443	00199012 19001336 FABRICATE WTR CUT-OFF TOOLS	06/12/20	277435	400.00-
00009 LANCASTER'S MACHINE & WE 24442	00199013 19001337 TRAILER REPR U#20057 TRANS	06/12/20	277435	1,500.00-
00009 LANCASTER'S MACHINE & WE 24370	00197824 19001338 TAILGATE REPR U#20445 TRANS	06/12/20	277435	250.00-

LANCASTER'S MACHINE & WE				
Sum				2,275.00-
00009 LARRY'S WRECKER SERVICE 7684	00199731 19001339 TOWING U#15646 TRANS	06/12/20	277439	65.00-

LARRY'S WRECKER SERVICE				
Sum				65.00-
00009 LOWE'S OF HATTIESBURG IN 924228-EQORC	00198985 19001324 HAND TOOLS SEWER CREW	06/12/20	277443	21.36-

LOWE'S OF HATTIESBURG IN				
Sum				21.36-
00009 MCELHANEY PLUMBING INC 284668	00199479 19001341 PLUMB SUPP TATUM PARK	06/12/20	277450	19.95-

MCELHANEY PLUMBING INC				
Sum				19.95-
00009 MILLS & SCANLON, P.A. 1292.0011M S	00199761 19001350 SERVS SEWER CONTRACTS	06/12/20	277453	985.70-

MILLS & SCANLON, P.A.				
Sum				985.70-
00009 MOORE'S LOCK AND KEY LLC 27196	00199214 19001374 PAD LOCKS FOR LIFT STATIONS	06/12/20	277454	625.00-

MOORE'S LOCK AND KEY LLC				
Sum				625.00-
00009 MS POWER COMPANY 6/20 W&SO&M	00202017 19001368 MNTHLY ELEC-W&SO&M	06/12/20	277456	35,627.98-

MS POWER COMPANY				
Sum				35,627.98-
00009 OFFICE DEPOT INC 2406428697	00199319 19001316 PRINTER INK WATER PLANT	06/12/20	277468	193.62-
00009 OFFICE DEPOT INC 2407069650	00199401 19001362 OFFICE SUPP WTR PLANT	06/12/20	277468	19.60-
00009 OFFICE DEPOT INC 2407819692	00199544 19001363 OFFICE SUPP WTR PLANTS	06/12/20	277468	80.55-

OFFICE DEPOT INC				
Sum				293.77-
00009 PATTERSON AUTO ELECTRIC 80549	00199512 19001315 REPRS U#18564 TRANS	06/12/20	277472	1,303.84-
00009 PATTERSON AUTO ELECTRIC 80558	00199603 19001325 A/C REPR U#13061 SEWER	06/12/20	277472	366.31-
00009 PATTERSON AUTO ELECTRIC 80559	00199647 19001326 REPRS U#18587 SEWER	06/12/20	277472	1,284.72-

PATTERSON AUTO ELECTRIC				
Sum				2,954.87-
00009 PEARL RIVER VALLEY EPA (6/20 W&SO&M	00202017 19001369 MNTHLY 6/20 PUBLIC SERVICES	06/12/20	277474	7,771.05-

PEARL RIVER VALLEY EPA (				
Sum				7,771.05-
00009 POLLARD WATER.COM-EAST 0167192	00199359 19001296 BLUE PIPE MARKERS WTR BILLING	06/12/20	277481	257.84-

POLLARD WATER.COM-EAST				
Sum				257.84-
00009 RAWLS SPRINGS UTILITY DI SEWER BILLIN	00199553 19001301 SEWER BILLING 4/2020	06/12/20	277488	192.00-

00009 RAWLS SPRINGS UTILITY DI SEWER BILLIN	00199553	19001302	SEWER BILLING 5/2020	06/12/20	277488	192.00-

RAWLS SPRINGS UTILITY DI						
Sum						384.00-
00009 SANSOM EQUIPMENT CO	62711	00199707	19001365 JETTER HOSES SEWER DEPT	06/12/20	277498	120.88-

SANSOM EQUIPMENT CO						
Sum						120.88-
00009 SOLAR SUPPLY INC	3428367	00199374	19001340 A/C REPR PTS WTR BILLING	06/12/20	277507	37.04-

SOLAR SUPPLY INC						
Sum						37.04-
00009 SOUTHERN PINE ELECTRIC P 6/20 W&SO&M		00202016	19001370 MNTHLY 6/20 PUBLIC SERVICES	06/12/20	277512	865.13-

SOUTHERN PINE ELECTRIC P						
Sum						865.13-
00009 SOUTHERN PIPE & SUPPLY C 3932585-00		00197577	19001360 HAND TOOLS TRANS CREW	06/12/20	277513	1,208.50-
00009 SOUTHERN PIPE & SUPPLY C 3932585-01		00197577	19001361 HAND TOOLS TRANS CREW	06/12/20	277513	278.50-

SOUTHERN PIPE & SUPPLY C						
Sum						1,487.00-
00009 SOUTHERN TIRE MART LLC (2520035214		00199342	19001308 TIRES U#20054 SEWER	06/12/20	277514	597.28-
00009 SOUTHERN TIRE MART LLC (2520034686		00199343	19001309 TIRES U#13511 SEWER	06/12/20	277514	257.72-

SOUTHERN TIRE MART LLC (						
Sum						855.00-
00009 SOUTHERN WATERWORKS SUPP 84197		00199480	19001348 CHLORINATOR USM/4TH ST WELL	06/12/20	277515	2,837.70-

SOUTHERN WATERWORKS SUPP						
Sum						2,837.70-
00009 SPARTAN TOOL, LLC	639477	00199608	19001353 JETTER HOSES SEWER DEPT	06/12/20	277516	66.98-

SPARTAN TOOL, LLC						
Sum						66.98-
00009 SPIRE ENERGY	6/20 W&SO&M	00202017	19001371 MNTHLY GAS-W&SO&M	06/12/20	277518	20.00-

SPIRE ENERGY						
Sum						20.00-
00009 STANDARD OFFICE SUPPLY C 5201230-0		00198723	19001355 OFFICE SUPP WTR BILLING	06/12/20	277519	87.68-
00009 STANDARD OFFICE SUPPLY C 5201291-0		00198723	19001356 OFFICE SUPP WTR BILLING	06/12/20	277519	49.80-
00009 STANDARD OFFICE SUPPLY C 5201289-0(A)		00198723	19001357 SHREDDER WTR BILLING	06/12/20	277519	391.94-
00009 STANDARD OFFICE SUPPLY C 5201289-0(B)		00199054	19001358 ADDL AMT DUE PO#198723	06/12/20	277519	86.48-

STANDARD OFFICE SUPPLY C						
Sum						615.90-
00009 THE SPECTRUM GROUP INC	9608	00199558	19001367 SURGE PROTECTOR PETAL FLOWMTR	06/12/20	277522	177.50-

THE SPECTRUM GROUP INC						
Sum						177.50-

00009 WATER COMPANY OF AMERICA INVOICE 11	00199811 19001359 REVIEW OF WATER BILLINGS	06/12/20	277539	23,709.78-

WATER COMPANY OF AMERICA				
Sum				23,709.78-

Sum				268,151.23-

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WATER & SEWER FUND							
00011 ALLEN, ANN	METER DEP RF	02020617	19000560	METER DEPOSIT REFUND	06/12/20	277333	13.36-

ALLEN, ANN							13.36-
Sum							75.00-
00011 BINGHAM. KARA	METER DEP RF	02020617	19000587	METER DEPOSIT REFUND	06/12/20	277346	75.00-

BINGHAM. KARA							75.00-
Sum							75.00-
00011 BLAKEY, DEBORAH	METER DEP RF	02020617	19000561	METER DEPOSIT REFUND	06/12/20	277347	75.00-

BLAKEY, DEBORAH							75.00-
Sum							20.96-
00011 CHOICE REAL ESTATE INVES	METER DEP RF	02020617	19000567	METER DEPOSIT REFUND	06/12/20	277363	20.96-

CHOICE REAL ESTATE INVES							20.96-
Sum							91,667.00-
00011 CITY OF HATTIESBURG FUND	010000.0160.	02020594	19000541	TRF 5/20 WATER DISTRIBUTIONS	06/03/20	110029	91,667.00-

CITY OF HATTIESBURG FUND							91,667.00-
Sum							228,000.00-
00011 CITY OF HATTIESBURG FUND	010000.0160.	02020594	19000542	TRF 5/20 WATER DISTRIBUTIONS	06/03/20	110030	228,000.00-

CITY OF HATTIESBURG FUND							228,000.00-
Sum							453,868.79-
00011 CITY OF HATTIESBURG FUND	075000.0160	02020593	19000540	TRF 5/20 WATER DISTRIBUTIONS	06/03/20	110031	453,868.79-

CITY OF HATTIESBURG FUND							453,868.79-
Sum							20.96-
00011 COLEE, DALTON	METER DEP RF	02020617	19000568	METER DEPOSIT REFUND	06/12/20	277373	20.96-

COLEE, DALTON							20.96-
Sum							2.20-
00011 COMFORT, LORI 609 21	METER DEP RF	02020617	19000570	METER DEPOSIT REFUND	06/12/20	277377	2.20-

COMFORT, LORI 609 21							2.20-
Sum							75.00-
00011 CRANMER, CATHY	METER DEP RF	02020617	19000585	METER DEPOSIT REFUND	06/12/20	277384	75.00-

CRANMER, CATHY							75.00-
Sum							20.96-
00011 ELMORE, HOLLY	METER DEP RF	02020617	19000563	METER DEPOSIT REFUND	06/12/20	277397	20.96-

ELMORE, HOLLY							20.96-
Sum							20.96-

00011 FAULKENBERY, JOHN	METER DEP RF 02020617 19000574 METER DEPOSIT REFUND	06/12/20	277401	20.96-

FAULKENBERY, JOHN				
Sum				20.96-
00011 FOSTER, HOLLEY	METER DEP RF 02020617 19000583 METER DEPOSIT REFUND	06/12/20	277407	20.96-

FOSTER, HOLLEY				
Sum				20.96-
00011 GIBBS, SHERRHONDA	METER DEP RF 02020617 19000553 METER DEPOSIT REFUND	06/12/20	277409	20.96-

GIBBS, SHERRHONDA				
Sum				20.96-
00011 HANCOCK WHITNEY BANK	35790 02020615 19000586 12/2-6/1/20 MDBHATT1213	06/10/20	110032	2,800.00-

HANCOCK WHITNEY BANK				
Sum				2,800.00-
00011 HANKINS, JAUNITA	METER DEP RF 02020617 19000584 METER DEPOSIT REFUND	06/12/20	277414	40.00-

HANKINS, JAUNITA				
Sum				40.00-
00011 HASHEMI, AREIO	METER DEP RF 02020617 19000566 METER DEPOSIT REFUND	06/12/20	277415	17.96-

HASHEMI, AREIO				
Sum				17.96-
00011 HICKS, CASSIE E	METER DEP RF 02020617 19000582 METER DEPOSIT REFUND	06/12/20	277419	75.00-

HICKS, CASSIE E				
Sum				75.00-
00011 HUDSON, GIANNA	METER DEP RF 02020617 19000565 METER DEPOSIT REFUND	06/12/20	277421	20.96-

HUDSON, GIANNA				
Sum				20.96-
00011 HUGHES, STACY D	METER DEP RF 02020617 19000554 METER DEPOSIT REFUND	06/12/20	277423	75.00-

HUGHES, STACY D				
Sum				75.00-
00011 JACOB'S WELL THRIFT STOR	WTR OVRPMT R 02020616 19000545 WATER OVERPAYMENT REFUND	06/12/20	277426	8.39-
00011 JACOB'S WELL THRIFT STOR	METER DEP RF 02020617 19000555 METER DEPOSIT REFUND	06/12/20	277426	75.00-

JACOB'S WELL THRIFT STOR				
Sum				83.39-
00011 LEMOINE, PROMISE GRACE	METER DEP RF 02020617 19000578 METER DEPOSIT REFUND	06/12/20	277440	75.00-

LEMOINE, PROMISE GRACE				
Sum				75.00-
00011 LOCASTRO, JARED	METER DEP RF 02020617 19000564 METER DEPOSIT REFUND	06/12/20	277442	20.96-

LOCASTRO, JARED				
Sum				20.96-

00011 MALLEY, MORGAN	METER DEP RF 02020617 19000548 METER DEPOSIT REFUND	06/12/20	277446	75.00-

MALLEY, MORGAN				75.00-
Sum				75.00-
00011 MARTIN, ERIC 106	METER DEP RF 02020617 19000551 METER DEPOSIT REFUND	06/12/20	277448	75.00-

MARTIN, ERIC 106				75.00-
Sum				20.96-
00011 MAY, KATELYN	METER DEP RF 02020617 19000577 METER DEPOSIT REFUND	06/12/20	277449	20.96-

MAY, KATELYN				20.96-
Sum				75.00-
00011 MCMICHAEL, MARGARET MARI	METER DEP RF 02020617 19000562 METER DEPOSIT REFUND	06/12/20	277451	75.00-

MCMICHAEL, MARGARET MARI				75.00-
Sum				341.68-
00011 MORSE, HANNAH	WTR OVRPMT R 02020592 19000543 WATER OVERPAYMENT REFUND	06/12/20	277455	18.76-
00011 MORSE, HANNAH	WTR OVRPMT R 02020616 19000546 WATER OVERPAYMENT REFUND	06/12/20	277455	75.00-
00011 MORSE, HANNAH	METER DEP RF 02020617 19000580 METER DEPOSIT REFUND	06/12/20	277455	75.00-

MORSE, HANNAH				435.44-
Sum				20.96-
00011 MURRAY, TERESA	METER DEP RF 02020617 19000556 METER DEPOSIT REFUND	06/12/20	277458	20.96-

MURRAY, TERESA				20.96-
Sum				2.20-
00011 PIERCE, JAMES	METER DEP RF 02020617 19000557 METER DEPOSIT REFUND	06/12/20	277476	2.20-

PIERCE, JAMES				2.20-
Sum				20.96-
00011 PITMAN, IAN	METER DEP RF 02020617 19000575 METER DEPOSIT REFUND	06/12/20	277479	20.96-

PITMAN, IAN				20.96-
Sum				20.96-
00011 RAHAIM, DELORES 305 XAVI	METER DEP RF 02020617 19000569 METER DEPOSIT REFUND	06/12/20	277487	20.96-

RAHAIM, DELORES 305 XAVI				20.96-
Sum				11.66-
00011 ROBERTS, RUSSELL	METER DEP RF 02020617 19000552 METER DEPOSIT REFUND	06/12/20	277494	11.66-

ROBERTS, RUSSELL				20.96-
Sum				20.96-
00011 SALEH, YOUSSEF	METER DEP RF 02020617 19000549 METER DEPOSIT REFUND	06/12/20	277497	20.96-

SALEH, YOUSSEF				20.96-
Sum				17.96-
00011 SCHIFF, BRIANNA	METER DEP RF 02020617 19000572 METER DEPOSIT REFUND	06/12/20	277499	17.96-

SCHIFF, BRIANNA				17.96-
Sum				

00011 SLADE, JOYCE 1	METER DEP RF 02020617 19000579 METER DEPOSIT REFUND	06/12/20	277504	20.96-

SLADE, JOYCE 1				
Sum				20.96-
00011 SMITH, BRANDON 613	METER DEP RF 02020617 19000550 METER DEPOSIT REFUND	06/12/20	277505	20.96-

SMITH, BRANDON 613				
Sum				20.96-
00011 TAYLOR CORNERSTONE INC	METER DEP RF 02020617 19000559 METER DEPOSIT REFUND	06/12/20	277521	46.62-

TAYLOR CORNERSTONE INC				
Sum				46.62-
00011 THOMPSON, TRINITY	METER DEP RF 02020617 19000571 METER DEPOSIT REFUND	06/12/20	277523	20.96-

THOMPSON, TRINITY				
Sum				20.96-
00011 TRIPP, STEPHEN 13	METER DEP RF 02020617 19000581 METER DEPOSIT REFUND	06/12/20	277527	19.66-

TRIPP, STEPHEN 13				
Sum				19.66-
00011 VANCOURT, GAYLE	METER DEP RF 02020617 19000547 METER DEPOSIT REFUND	06/12/20	277532	20.96-

VANCOURT, GAYLE				
Sum				20.96-
00011 WHITE, HUNTER	METER DEP RF 02020617 19000558 METER DEPOSIT REFUND	06/12/20	277543	10.36-

WHITE, HUNTER				
Sum				10.36-
00011 WILLIAMS, CHESTER1	WTR OVRPMT R 02020592 19000544 WATER OVERPAYMENT REFUND	06/12/20	277544	2,721.96-

WILLIAMS, CHESTER1				
Sum				2,721.96-
00011 WYATT, CANDANCE	METER DEP RF 02020617 19000573 METER DEPOSIT REFUND	06/12/20	277545	17.96-

WYATT, CANDANCE				
Sum				17.96-

Sum				780,807.84-

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POLICE FORFEITURES FUND

00019 SIRCHIE FINGER PRINT LAB 0447175-IN	00199559 19000043 FILTERS FOR DRYSAFE	06/12/20	277503	1,695.00-
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SIRCHIE FINGER PRINT LAB

Sum	1,695.00-
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Sum	1,695.00-
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TAX COLLECTOR'S FUND							
00027 LIBRARY, THE	5/20	MILLAGE	02020598	19000087 MAY MILLAGE DISTRIBUTED JUNE	06/03/20	270026	13,950.61-

LIBRARY, THE							13,950.61-
Sum							-----
							13,950.61-
Sum							-----

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MASS TRANSIT FUND							
00073 AAMCO TRANSMISSION (PINE	I142738 (A)	00195533	19000348	REPRS U#15648	06/12/20	277329	150.00-
00073 AAMCO TRANSMISSION (PINE	I142738 (B)	00195772	19000349	ADDL AMT DUE PO#195533	06/12/20	277329	225.00-

AAMCO TRANSMISSION (PINE							375.00-
Sum							
00073 AUTOMOTIVE GLASS SPECIAL	I236096	00198675	19000350	WINDOW REPR U#15648	06/12/20	277344	425.00-
00073 AUTOMOTIVE GLASS SPECIAL	I236932	00199489	19000354	LEXAN DRIVER SHIELD U#19535	06/12/20	277344	685.00-
00073 AUTOMOTIVE GLASS SPECIAL	I236708	00199292	19000357	LEXAN SHIELD U#20584 COVID-19	06/12/20	277344	685.00-
00073 AUTOMOTIVE GLASS SPECIAL	I237093	00199679	19000358	LEXAN SHIELD U#21120 COVID-19	06/12/20	277344	685.00-

AUTOMOTIVE GLASS SPECIAL							2,480.00-
Sum							
00073 CITY OF HATTIESBURG FUND	TRF TO COVER	02020604	19000346	TRF TO COVER 1ST 6/20 PAYROLL	06/02/20	730013	43,355.42-

CITY OF HATTIESBURG FUND							43,355.42-
Sum							
00073 COURTESY MOTORS INC	501282	00196893	19000363	AIR FILTERS VARI BUSES	06/12/20	277381	587.60-
00073 COURTESY MOTORS INC	262628	00196481	19000366	REPRS U#19535 BUS	06/12/20	277381	4,533.31-
00073 COURTESY MOTORS INC	266889 (A)	00199411	19000367	REPRS U#20585 BUS	06/12/20	277381	267.41-
00073 COURTESY MOTORS INC	266889 (B)	00199582	19000368	ADDL AMT DUE PO#199411	06/12/20	277381	332.18-
00073 COURTESY MOTORS INC	259604	00195642	19000369	REPRS U#19535	06/12/20	277381	5,860.43-

COURTESY MOTORS INC							11,580.93-
Sum							
00073 EATON, ALVIN K (PETTY CA	PETTY CASH 5	00199667	19000355	PETTY CASH 5/2020 MASS TRANS	06/12/20	277390	15.65-

EATON, ALVIN K (PETTY CA							15.65-
Sum							
00073 EMPIRE TRUCK SALES (H'BU	RE006032406:	00199581	19000351	REPRS U#16234 BUS	06/12/20	277400	1,264.79-
00073 EMPIRE TRUCK SALES (H'BU	RE006032466:	00199581	19000352	CREDIT	06/12/20	277400	1,264.79-
00073 EMPIRE TRUCK SALES (H'BU	RE006032467:	00199581	19000353	REPRS U#16234 BUS	06/12/20	277400	1,264.79-

EMPIRE TRUCK SALES (H'BU							1,264.79-
Sum							
00073 GROVE TRANSIT	JARC PROGRAM	00199740	19000362	JARC TRIPS 5/10-23/2020	06/12/20	277411	2,803.00-

GROVE TRANSIT							2,803.00-
Sum							
00073 IRBY, STUART C CO	S011901358.0	00199073	19000356	PUSH BUTTON FOR BLDG	06/12/20	277425	325.17-

IRBY, STUART C CO							325.17-
Sum							

00073 LUBRICATION TECHNOLOGIES 16906(A)	00197517 19000360 INSTALL AIR HOSE REEL IN SHOP	06/12/20	277444	1,674.41-
00073 LUBRICATION TECHNOLOGIES 16906(B)	00197344 19000361 ADDL AMT DUE PO#197517	06/12/20	277444	82.88-

LUBRICATION TECHNOLOGIES				
Sum				1,757.29-
00073 NEWELL PAPER COMPANY 4080707	00198343 19000364 CAUTION TAPE COVID-19 SUPP	06/12/20	277464	14.49-

NEWELL PAPER COMPANY				
Sum				14.49-
00073 UNIVERSITY TIRE & SERVIC INV154134	00199518 19000359 TIRES VARI BUSES	06/12/20	277529	2,296.64-

UNIVERSITY TIRE & SERVIC				
Sum				2,296.64-

Sum				66,268.38-

CITY OF HATTIESBURG

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WATER&SEWER CONSTRUCTION FUND							
00075 SHOWS DEARMAN & WAITS IN	21450	00199848	19000092	SRVS WTR PLANT #1 REHAB	06/12/20	277502	2,012.50-
00075 SHOWS DEARMAN & WAITS IN	21468	00199852	19000093	SRVS EPA RESPONSE 4/26-5/23	06/12/20	277502	1,575.00-
00075 SHOWS DEARMAN & WAITS IN	21469	00199853	19000094	SRVS 2017 WTR SYS IMPRVMNT	06/12/20	277502	3,457.50-
00075 SHOWS DEARMAN & WAITS IN	21471	00199854	19000095	SRVS 2018 WTR SYS IMPRVMNT	06/12/20	277502	550.00-
00075 SHOWS DEARMAN & WAITS IN	21473	00199856	19000096	SRVS INFRASTRUCTURE MGT PH 1	06/12/20	277502	8,200.00-
00075 SHOWS DEARMAN & WAITS IN	21474	00199857	19000097	SRVS LONGLEAF N NEIGHBORHOOD	06/12/20	277502	29,931.50-
00075 SHOWS DEARMAN & WAITS IN	21472	00199855	19000098	SRVS WTR IMPRV AUDUBON-WWOOD	06/12/20	277502	12,675.00-
00075 SHOWS DEARMAN & WAITS IN	21459	00199849	19000099	SRVS C CLUB RD WTR UPGRADES	06/12/20	277502	10,850.00-

SHOWS DEARMAN & WAITS IN							
Sum							69,251.50-

Sum							69,251.50-

CITY OF HATTIESBURG

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COMMUNITY CENTERS' FUND							
00077 CINTAS CORPORATION #J66	4049513106	00199638	19000304	UNIFORMS 5/04 COMM CENTERS	06/12/20	277366	73.72-
00077 CINTAS CORPORATION #J66	4050064482	00199638	19000305	UNIFORMS 5/11 COMM CENTERS	06/12/20	277366	73.72-
00077 CINTAS CORPORATION #J66	4050692564	00199638	19000306	UNIFORMS 5/18 COMM CENTERS	06/12/20	277366	73.72-
00077 CINTAS CORPORATION #J66	4051334133	00199638	19000307	UNIFORMS 5/26 COMM CENTERS	06/12/20	277366	61.60-

CINTAS CORPORATION #J66							282.76-
Sum							20,968.61-
00077 CITY OF HATTIESBURG FUND TRF TO COVER	02020604	19000301	TRF TO COVER 1ST 6/20 PAYROLL		06/02/20	770014	20,968.61-

CITY OF HATTIESBURG FUND							20,968.61-
Sum							57.25-
00077 EATON, ALVIN K (PETTY CA	PETTY CASH 5	00199667	19000308	PETTY CASH 5/2020 COMM CNTRS	06/12/20	277389	57.25-

EATON, ALVIN K (PETTY CA							57.25-
Sum							38.52-
00077 ELKINS WHOLESALE INC	409181-03	00197854	19000302	JANIT SUPP COMM CENTERS	06/12/20	277396	38.52-
00077 ELKINS WHOLESALE INC	419508 00 00	00199563	19000303	JANIT SUPP COMM CENTERS	06/12/20	277396	295.05-

ELKINS WHOLESALE INC							333.57-
Sum							2,299.84-
00077 MS POWER COMPANY	6/20 COMM CN	00202017	19000313	MNTHLY ELEC-COMM CENTERS	06/12/20	277456	2,299.84-

MS POWER COMPANY							2,299.84-
Sum							164.55-
00077 SPIRE ENERGY	6/20 COMM CN	00202017	19000314	MNTHLY GAS-COMM CENTERS	06/12/20	277518	164.55-

SPIRE ENERGY							164.55-
Sum							1,035.79-
00077 THYSSENKRUPP ELEVATOR CO	3005075886	00199799	19000311	MAINT 2/2020 CULTURAL CENTER	06/12/20	277524	1,035.79-
00077 THYSSENKRUPP ELEVATOR CO	3005234450	00199799	19000312	MAINT 5/2020 CULTURAL CENTER	06/12/20	277524	1,035.79-

THYSSENKRUPP ELEVATOR CO							2,071.58-
Sum							124.00-
00077 WHEELER'S JANITORIAL SUP	0406238	00199562	19000310	JANIT SUPP COMM CENTERS	06/12/20	277542	124.00-

WHEELER'S JANITORIAL SUP							124.00-
Sum							26,302.16-

Date - 06/10/20

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

INDUSTRIAL PARK DEVELOPMENT

00087	AREA DEVELOPMENT PARTNER Q/E 6/30/20	00199834	19000021	ECO DEV CONTRIB Q/E 6/30/20	06/12/20	277337	117,500.00-
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AREA DEVELOPMENT PARTNER

Sum	117,500.00-
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PERIOD ENDING JUNE 12, 2020

Date

- 06/10/20

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

PUBLIC SAFETY/REC CONSTRUCTION

00088 LIGHTSEY & ASSOCIATES

HALL AVE EAS 00199844 19000053 APRAISALS HALL AVE EAST

06/12/20

277441

4,800.00-

LIGHTSEY & ASSOCIATES

Sum

4,800.00-

Sum

4,800.00-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 06/10/20

PERIOD ENDING JUNE 12, 2020

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
2019 FIRE STATION CONSTRUCTION							
00095 LANDRY LEWIS GERMANY ARC	CN 19-3707.8	00199843	19000020	SRVS FIRE STA #9 EXPENSES	06/12/20	277437	827.52-
LANDRY LEWIS GERMANY ARC							827.52-
Sum							988.05-
00095 WALKER ASSOCIATES	10717	00199842	19000021	SRVS FIRE STA #9 TOPO SURVEY	06/12/20	277533	988.05-
WALKER ASSOCIATES							988.05-
Sum							1,815.57-
Grand Total Level							3,793,410.57-
Sum							