



**Tuesday, July 7, 2020
5:00 PM**

**City Council
Tuesday Meeting Agenda**

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

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

POLICY AGENDA

1. **2020-436** Approve the minutes for the June 16 & 30, 2020 meetings of the City Council.
2. **2020-364** Take from the table petition 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. **2020-435** Adopt an Ordinance granting a Non-Exclusive Electric Franchise to Mississippi Power Company, its successors, and assigns in the City of Hattiesburg, Mississippi.
4. **2020-433** Adopt a Resolution calling for a Special Election to be held on August 25, 2020 in the City of Hattiesburg for the Approval or Disapproval granting Non-Exclusive Electric Franchise to Mississippi power Company.
5. **2020-429** Adopt a Resolution appointing Randy Pope as City Attorney for the City of Hattiesburg.
6. **2020-430** Adopt Resolution authorizing and directing issuance of a general obligation bond, Series 2020, in an amount not to exceed Fifteen Million One Hundred Fifty Thousand Dollars (\$15,150,000) to the Mississippi Development Bank; authorizing and approving the form of, execution of and delivery of certain attached exhibits in connection with issuance and sale of MDB special obligation bonds, Series 2020, in an amount not to exceed Fifteen Million One Hundred Fifty Thousand Dollars (\$15,150,000); and for related purposes.
7. **2020-410** Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.

- 8. 2020-406** Adopt a Resolution setting Public Hearing on Monday, August 3, 2020 at 4:00 p.m. in the Jackie Dole Sherrill Community Center to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.
- 9. 2020-407** Adopt a Resolution authorizing Requisition No. 67 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.
- 10. 2020-415** Approve Preliminary Engineering Services Contract with Shows, Dearman and Waits, Inc. for the Lincoln Road Drainage Study Project (MDOT Project No. FY-1(110) 107845-101000) and authorize the Mayor to execute in triplicate.
- 11. 2020-412** Approve renewal of contract (for one year) with CrowderGulf, LLC for Debris Removal services in the event of a disaster and authorize the Mayor to execute in duplicate.
- 12. 2020-413** Approve Lighting Agreement with MS Power for additional lighting on N. 19th Avenue between W. 4th and W. 7th for a monthly cost increase of \$47.12 and authorize the Mayor to execute the same.
- 13. 2020-408** Approve Right-of-Way Easement granting Southern Pine Electric access to provide electrical service to 5 J. Ed Turner Road and authorize the Mayor to execute the same.
- 14. 2020-419** Approve Memorandum of Agreement with Mississippi Department of Archives and History (MDAH) for the FY 2020 Certified Local Government (CLG) Grant to help fund the development and printing of tour brochures for the Downtown District. The grant is reimbursable for \$3,000 or 50% of final project costs, whichever is less. The local match will be provided by Downtown Hattiesburg Association, Hattiesburg Historic Neighborhood Association, and VisitHattiesburg and authorize the Mayor to execute the same.
- 15. 2020-418** Approve a Subrecipient Agreement with Christian Services, Inc. to provide a CDBG-qualified Public Service using CDBG-CARES Act funding in connection with the City's response to the COVID-19 pandemic and authorize the Mayor to execute the same.
- 16. 2020-443** Approve a Subrecipient Agreement with Breakthrough Community Services to provide a CDBG-qualified Public Service using CDBG-CARES Act funding in connection with the City's response to the COVID-19 pandemic and authorize the Mayor to execute the same.
- 17. 2020-422** Approve and authorize issuance of manual check for CDBG Program Claim for housing rehabilitation services at 735 Longstreet Drive.

- 18. 2020-428** Ratify and confirm the Mayor's appointment of Chris Robinson (W4) to the Housing Authority Board of the City of Hattiesburg for a term beginning July 7, 2020 and ending June 15, 2025.
- 19. 2020-431** Authorize the Mayor to submit application and execute the grant agreement for Federal Transit Administration (FTA) grant application MS-2020-005-00 for Hub City Transit, utilizing CARES Act funds for operations and planning, for a total of \$3,050,370 in federal funds.
- 20. 2020-439** Approve the purchase of property described at Forrest County PPIN Number 19935, (Parcel # 2-029-10-159.00) for \$37,000.00. The property was appraised at \$17,000.00 on August 14, 2019, and for \$25,000.00 on May 14, 2020. Pursuant to MS Code Ann 43-37-3, reasonable efforts to negotiate an agreement with the owner for the sale of the property have failed after lengthy negotiations; Authorize an administrative settlement and manual check in the amount of \$37,000.00 as reasonable, prudent and in the best interest of the public.
- 21. 2020-437** Declare and approve a sole source purchase covering rental of election equipment and related services for the upcoming municipal special election, as provided for in MS Code Section 31-7-13(m)(viii), based on information in the attached memorandum; authorize City Clerk to execute rental agreement with Election Systems and Software, Inc., in an amount not to exceed \$6,285.00
- 22. 2020-427** Extend state of emergency for an additional 30 days resulting from the pandemic event (COVID-19) that occurred on or about March 13, 2020.

ROUTINE AGENDA

- 1. 2020-438** Ratification of plans and specifications for the Hardy Street and Concart Street Drainage and Sidewalk Improvements project and advertisement for bids.
- 2. 2020-434** Ratification of Release of Lien against ACC Tax Sale Properties, LLC, Grantor, for the property located at 413 S. 11th Avenue, PPIN No. 17135, to City of Hattiesburg, Beneficiary, recorded in Book 1332 at Page 725-726 in the office of the Chancery Clerk of Forrest County as a result of code enforcement clean up action.
- 3. 2020-414** Acknowledge receipt of three fully executed street easements from Hardy Street Baptist Church, each granting an easement over, across and upon a portion of a parcel of property identified as Forrest County Tax Parcel No. 2-029M-09-454.00 PPIN 16805, Parcel No. 2-029M-09-455.000 PPIN 16814, Parcel No. 2-029M-09-518.000 PPIN 16815, Parcel No. 2-029M-09-459.00 PPIN 16821, and Parcel No. 2-029M-09-458.00 PPIN 16822 for the construction and maintenance of street facilities, including but not limited to, the Hardy Street and Concart Street Drainage and Sidewalk Improvements project.

4. **2020-403** Acknowledge receipt of the Fiscal Year 2021 budget for Pine Belt Regional Solid Waste Management Authority.
5. **2020-409** Acknowledge receipt of a Drainage Easement for a portion of Lamar County Tax Parcel No. 051L-11-029.000 PPIN 28280.
6. **2020-417** Acknowledge receipt of the two-quote docket as provided for in 31-7-13(b) of the Mississippi Code of 1972
7. **2020-420** Acknowledge public comment period and publication of notice by MDOT for the draft Statewide Transportation Improvement Program (STIP) and the Hattiesburg-Petal-Forrest-Lamar MPO draft Transportation Improvement Program (TIP).
8. **2020-411** Approve plans and specifications for the Hardy Street Improvements and Traffic Circle Project (Federal Aid Project No. STP-0210-00(037) LPA/108081-701000) and authorize advertisement for bidders contingent upon MDOT approval.
9. **2020-401** Acknowledge the issuance of a cemetery deed to Carletta Barnes Ekunwe, as Trustee of the Carletta Barnes Ekunwe Revocable Trust.
10. **2020-421** Approve the City's purchase of six (6) grave spaces, located in the West Half (W 1/2) , Lot# 66, Section 34, and the Northwest Quarter (NW 1/4), Lot#74, Section 34, at Highland Cemetery, Minute Book# 2019, Page 103 in the amount of \$ 1,050.00, from Jesse Steven Hughes, Authorize manual check for the same.
11. **2020-426** Approve the City's purchase of two (2) grave spaces, located in the Southwest Quarter (SW 1/4), Lot#15, Section# 31, at Highland Cemetery, Minute Book# 2008-3, Page# 520-521, in the amount of \$ 350.00, from Annie L. Arrington, Authorize manual check for the same.
12. **2020-416** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
13. **2020-402** Approve claims docket for the period ending June 30, 2020.

In Memoriam:

- **Mr. Robert Parker**
- **Ms. Jacqueline Eashmond**
- **Mr. O.C. Barham**
- **Mr. J.V. McCrory**
- **Dr. Keith McLarnan**
- **Mr. Donald B. Suber**
- **Dr. William Briggs Hobson**

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ronda Cole, Clerk of Council

cc:

Date: Tuesday, July 7, 2020

Re: Approve the minutes for the June 16 & 30, 2020 meetings of the City Council.
File Number: 2020-436
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 July 7, 2020 City Council meeting for consideration.

Published Agenda

**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 uncleanness 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****Agenda Adjustments:****Add Policy Item #19 at the request of the Administration:**

19. **2020-399** Order the filing of the attached proposed franchise ordinance between Mississippi Power Company and the City of Hattiesburg with the City Clerk of Hattiesburg and order that it remain on file for public inspection for a period of not less than two weeks from and after this date, following which the City Council will take appropriate action as defined by §21-13-3 (1) of the Miss. Code Ann. 1972.

Add Policy Item #20 at the request of the Administration:

20. **2020-400** Resolution of the City Council of the City of Hattiesburg, Mississippi supporting the relocation of the Forrest County confederate monument located at the Forrest County Courthouse.

Add Addendum to the claims docket (Routine Item #10) at the request of the Administration.**Delete Policy Items #4 and #14 at the request of the Administration.****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 – (request to delete).
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 – (request to delete).
 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.

Meeting Adjourn

Public Hearing

BE IT REMEMBERED that the Hattiesburg City Council held a **Public Hearing on unsafe properties at 4:00 p.m. Tuesday, June 16, 2020**, in the Jackie Dole Community Center Auditorium, pursuant to order adopted May 5, 2020, at Minute Book 2020 Page 103, to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2; Carter Carroll, Ward 3; Mary Dryden, Ward 4; and Nicholas Brown, Ward 5. Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Cole; Deputy Clerk of Council, Lisa Luu; City staff members; media; and the public.

Council President Carroll called the meeting to order and explained the procedures.

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.

Attachments: Hold Public Hearing-Unsafe Properties 6-16-2020
 Proof of Notice Publication 5-28-2020
 1. 57 Golf Course Road
 2. 508 Ruby Avenue
 3. 418 E 8th Street
 4. 1001 Edwards Street
 5. 4301 Mamie Street
 6. 426 S 12th Avenue
 7. 102 South Street
 8. 110 Martin Luther King Avenue
 9. 214 Railroad Avenue
 10. 423 Travillion Road
 11. 206 S 24th Avenue

Code Enforcement Division Manager Wiley Quinn presented the properties to be considered. Mr. Ellard recommended the that the Council adopt resolutions determining the properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, providing a specified period of time to remove the violations, and declaring the City's intent to take action to clear violations and charge the cost plus penalty against the property if the violations are not resolved in the specified period of time. He recommended resolutions allowing homeowners 15 days to resolve violations.

Council President Carroll called out each unsafe property listed and asked if there were any citizens who wished to speak on behalf of the property called.

Mr. Quinn asked for property 423 Travillion Road (Case #10) to be removed from the unsafe property list.

The following property owners appeared before the Council to address the listed unsafe properties:

- Mr. Eddie McNair, property owner of 508 Ruby Avenue (Case #2).
- Mr. Raymond Martin, property owner of 418 E. 8th Street (Case #3).
- Mr. Michael Bethley, spoke on behalf of 110 Martin Luther King Avenue (Case #8).
- Attorney Daniel Waide spoke on behalf of Ms. Dorothy Heard, property owner of 206 S. 24th Avenue (Case #11).

There were no other citizens present who wished to address the Council regarding properties listed for the public hearing.

By unanimous consent, Council President Carroll **closed the public hearing at 4:14 p.m. and proceeded with the regular Council meeting.**

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 4:15 p.m. Tuesday, June 16, 2020**, in the Jackie Dole Community Center Auditorium.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2; Carter Carroll, Ward 3; Mary Dryden, Ward 4; and Nicholas Brown, Ward 5. Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Cole; Deputy Clerk of Council, Lisa Luu; City staff members; media; and the public

Council President Carroll Called the meeting to order.

Call to Prayer and Pledge of Allegiance

The prayer was given by Kermas Eaton, City Clerk

The Pledge of Allegiance was led by Council President Carroll.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

Mayor Barker presented a proclamation to all of the Hattiesburg High Schools' and Colleges' graduates proclaiming June 15-19 Graduate Recognition Week.

There were no other presentations at this time.

Citizens' Forum

Council Vice President Dryden proceeded with the Citizens' Forum.

She stated the procedures and invited members of the public to speak.

The following citizens addressed the Council:

- Milam Cotten Jr., 300 6th Avenue
- Diana (Dee) Tatum, 110 Pinehurst Street
- Benjamin Morris, 1101 S. 34th Avenue

- David Miller, 641 North Main Street
- Joseph Rawson, 701 Dearborne Street

There were no other citizens present who wished to address the Council.

Council Vice President Dryden closed the Citizen Forum.

Agenda Adjustments

A MOTION was made by Council Member George and seconded by Council Member Brown to:

Add Policy Item #19 at the request of the Administration.

- 19. 2020-399** Order the filing of the attached proposed franchise ordinance between Mississippi Power Company and the City of Hattiesburg with the City Clerk of Hattiesburg and order that it remain on file for public inspection for a period of not less than two weeks from and after this date, following which the City Council will take appropriate action as defined by §21-13-3 (1) of the Miss. Code Ann. 1972.

Attachments: MS Power Franchise Ordinance FF1

Add Policy Item #20 at the request of the Administration.

- 20. 2020-400** Resolution of the City Council of the City of Hattiesburg, Mississippi supporting the relocation of the Forrest County confederate monument located at the Forrest County Courthouse.

Attachments: Resolution 2020-192 - Forrest County Confederate Monument

Add Addendum to the claims docket (Routine Item #10) at the request of the Administration.

- 10. 2020-393** Approve claims docket for the period ending June 12, 2020.

Attachments: Docket 6.12.20

Addendum to the Docket Period Ending 6-12-2020

Delete Policy Items #4 #14 at the request of the Administration.

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

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

Nays: 0

POLICY AGENDA

The POLICY AGENDA came before the Council.

- 1. 2020-394** Approve the minutes for the June 2, 2020 meeting of the City Council.

Attachments: 6-2-2020 APH Mins.

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve the minutes for the June 2, 2020 meeting of the City Council.

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

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

Nays: 0

- 2. 2020-364** Take from the table petition 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.

Attachments: Data sheet - 512 6th Ave
MINUTES March 2020

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Leave the petition on the TABLE, 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.

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

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

Nays: 0

3. **2020-370** Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.

Attachments: Adopt Resolution to Condemn 6-16-2020
1. 57 Golf Course Road- Condemnation Resolution
2. 508 Ruby Ave-Condemnation Resolution
3. 418 E 8th Street-Condemnation Resolution
4. 1001 Edwards Street-Condemnation Resolution
5. 4301 Mamie Street-Condemnation Resolution
6. 426 S 12th Avenue-Condemnation Resolution
7. 102 South Street-Condemnation Resolution
8. 110 Martin Luther King Avenue-Condemnation Resolution
9. 214 Railroad Avenue-Condemnation Resolution
10. 423 Travillion Road-Condemnation Resolution – (request to delete)
11. 206 S 24th Avenue-Condemnation Resolution

A MOTION was made by Council Member Brown and seconded by Council Vice President Dryden to Adopt Resolutions (#2020-178-187) condemning the following properties as unclean and a menace to the health and safety of the community.

*Delete Case #10, 423 Travillion Road from the Unsafe Property Resolution list.

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

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

Nays: 0

4. **2020-392**
(DELETED) Adopt a Resolution designating the City of Hattiesburg voting delegates for voting in the 2020 Mississippi Municipal League election.

Attachments: RESOL.DELEGATES

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.

Attachments: June 2020 Budget amendments

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt the June 16, 2020 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2020 and Adopt Resolution (#2020-188) authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.

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

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

Nays: 0

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.

Attachments: Resolution of City Council to hold council meetings at Jackie Dole

A MOTION was made by Council Member Brown and seconded by Council Member George to Adopt a Resolution (#2020-189) to hold regular and special called council meetings as may be necessary in the Jackie Dole Sherrill Community Center and for related purposes.

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

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

Nays: 0

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.

Attachments: Project Resolution Requisition 2016 Bonds No. 66

A MOTION was made by Council Member George and seconded by Council Member Brown to Adopt a Resolution (#2020-190) 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.

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

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

Nays: 0

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; Authorize Mayor to execute in duplicate.

Attachments: 11295_MLK Ave Infrastructure-Agreement between Owner and Engineer

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to 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.

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

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

Nays: 0

9. **2020-388** 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.

Attachments: 11298_Midtown Overlay Infra_Agreement between Owner and Engineer

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to 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.

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

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

Nays: 0

- 10. 2020-381** 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}

Attachments: Contractor-Homeowner Agreement
Memorandum

A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to 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}.

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

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

Nays: 0

- 11. 2020-382** Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}

Attachments: Manual Check Memo 06192020

A MOTION was made by Council Member Brown and seconded by Council Vice President Dryden to Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}.

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

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

Nays: 0

- 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.

Attachments: FY2021 MDOT Multimodal Application

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to 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.

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

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

Nays: 0

- 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.

Attachments: Acquire Property-Roseberry and Dumas-PPIN 39155

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to 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.

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

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

Nays: 0

- 14. 2020-367 (DELETED)** 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.

Attachments: Acquire Property-Hall Bay Properties-PPIN 19184

- 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; Authorize Mayor to execute contracts upon preparation.

Attachments: 15.028.02 EMCS Recommendation Letter_02JUN20
Powers Of Miss Inc

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to 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.

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

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

Nays: 0

- 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.

Attachments: BJA CESF Application
BJA CESF Award

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to 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.

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

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

Nays: 0

- 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; Authorize Mayor to execute contracts upon preparation.

Attachments: Award Letter
Tatum Tennis Lighting Cert Bid Tab

A MOTION was made by Council Member Brown and seconded by Council Vice President Dryden to 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.

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

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

Nays: 0

- 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.

Attachments: 1_16_20 City of Hattiesburg Cultural Center Service Agreement
1_16_20 Pine Street Parking Elevator Service Agreement

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to 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.

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

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

Nays: 0

- 19. 2020-399** Order the filing of the attached proposed franchise ordinance between Mississippi Power Company and the City of Hattiesburg with the City Clerk of Hattiesburg and order that it remain on file for public inspection for a period of not less than two weeks from and after this date, following which the City Council will take appropriate action as defined by §21-13-3 (1) of the Miss. Code Ann. 1972.

Attachments: MS Power Franchise Ordinance FF1

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve the Order filing of the attached proposed franchise ordinance between Mississippi Power Company and the City of Hattiesburg with the City Clerk of Hattiesburg and order that it remain on file for public inspection for a period of not less than two weeks from and after this date, following which the City Council will take appropriate action as defined by §21-13-3 (1) of the Miss. Code Ann. 1972.

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

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

Nays: 0

- 20. 2020-404** Adopt a Resolution of the City Council of the City of Hattiesburg, Mississippi supporting the relocation of the Forrest County confederate monument located at the Forrest County Courthouse.

Attachments: Resolution 2020-192 - Forrest County Confederate Monument

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt a Resolution (#2020-191) of the City Council of the City of Hattiesburg, Mississippi supporting the relocation of the Forrest County confederate monument located at the Forrest County Courthouse.

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

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

Nays: 0

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to approve the Routine Agenda including the addendum to the claims docket.

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

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

Nays: 0

- 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.

Attachments: 2020 BVP Application

- 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.

Attachments: HATTIESBURG WATER SYSTEM SPECIFICATION FINAL BID-DOCUMENT 6-4-20 (003)
NOTICE TO BIDDERS- SCADA

- 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).

Attachments: Drainage Easement-Harry and Adele Phillips

- 4. 2020-368** Acknowledge receipt of Privilege Tax License Monthly Reports for February, March and April 2020.

Attachments: Privilege Tax Lic Report Feb 2020
Privilege Tax Lic Report March 2020
Privilege Tax Lic Report April 2020

- 5. 2020-369** Acknowledge Proof of Publications for the month of May 2020.

Attachments: Proof of Publication Hub City Spokes May 2020

- 6. 2020-383** Approve plans and specifications for the Downtown Wayfinding & Parking Signage Project and

Authorize advertisement for bids for same.

Attachments: Wayfinding and Park Sign - Final Specs
Advertisement for Bids
Wayfinding and Park Sign - Final Plans

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.

Attachments: 11248_Wtr Plans_Street Ready Set_2020-06-08
Advertisement for Bids
11248_Specs_Street Ready_2020-06-08

8. **2020-386** Approve plans and specifications for the Hardy Street and Concart Street Drainage and Sidewalk Improvements project and authorize advertisement for bids.

Attachments: Hardy and Concart Final Plans
Hardy and Concart Final Specs
Hardy and Concart Advertisement for Bids

9. **2020-377** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Attachments: Memo's-(06-16-2020)
Receipts-(06-16-2020)
Deeds-(06-16-2020)

10. **2020-393** Approve claims docket for the period ending June 12, 2020.

Attachments: Docket 6.12.20
Addendum to the Docket Period Ending 6-12-2020

Additional Business

Council President Carroll called for additional business.

Council member Delgado shared information with each Council members regarding existing street name changes.

Council President Carroll reminded the public that the Council would resume holding Monday Agenda Review and Work Session meetings on the first Monday of July.

There was no other additional business.

Meeting Adjourn

By unanimous consent, Council President Carroll declared **the meeting adjourned at 5:20 p.m., this 16th day of June, 2020.**

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

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INTENTIONALLY**

Published Agenda



Tuesday, June 30, 2020	City Council	Jackie Dole Community Center
10:00 AM	Special Called Meeting Agenda	220 W. Front Street

Call to Order

Declaration of Special Called Meeting

- 1. **2020-425** Acknowledge receipt of the Audited Financial Statements of the City of Hattiesburg for the fiscal year ending September 30, 2019, from Topp McWhorter Harvey PLLC.
- 2. **2020-424** Adopt a Resolution requesting Congress to include local governments and municipalities in future funding allocations and for related purposes.
- 3. **2020-423** Adopt a Resolution to hereby name the pavilion at Dewitt Sullivan Park in Palmers Crossing the FRANKIE L. BENTON, SR. PAVILION and for related purposes.

Meeting Adjourn

Declaration of Special Called Meeting and Call to Order

BE IT REMEMBERED that the **Special Called meeting of the Hattiesburg City Council was held at 10:00 p.m. Tuesday, June 30, 2020**, in Jackie Dole Community Center Auditorium.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2 (via teleconference); Carter Carroll, Ward 3; Mary Dryden, Ward 4; and Nicholas Brown, Ward 5. Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Cole; City staff members; media; and the public.

Council President Carroll Called the meeting to order.

Agenda Items

- 1. **2020-425** Acknowledge receipt of the Audited Financial Statements of the City of Hattiesburg for the fiscal year ending September 30, 2019, from Topp McWhorter Harvey PLLC.

Attachments: City of Hattiesburg FYE 2019

A MOTION was made by Council Member George and seconded by Council Member Brown to Acknowledge receipt of the Audited Financial Statements of the City of Hattiesburg for the fiscal year ending September 30, 2019, from Topp McWhorter Harvey PLLC.

Jabe Mills, CPA representer from Topp McWhorter Harvey PLLC, provided an overview of the audit to the Council.

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

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

Nays: 0

2.

2020-424

Adopt a Resolution requesting Congress to include local governments and municipalities in future funding allocations and for related purposes.

Attachments: COVID-19 Cities are Essential Resolution final

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt a Resolution (#2020-192) requesting Congress to include local governments and municipalities in future funding allocations and for related purposes.

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

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

Nays: 0

3.

2020-423

Adopt a Resolution to hereby name the pavilion at Dewitt Sullivan Park in Palmers Crossing the FRANKIE L. BENTON, SR. PAVILION and for related purposes.

Attachments: Resolution – Dewitt Sullivan Pavilion Naming – Frankie L. Benton

A MOTION was made by Council Member Brown and seconded by Council Member George to Adopt a Resolution (#2020-193) to hereby name the pavilion at Dewitt Sullivan Park in Palmers Crossing the FRANKIE L. BENTON PAVILION and for related purposes.

Mayor Barker read the resolution honoring Mr. Frankie Benton for his lifetime accomplishments.

Forrest County Board of Supervisor, District 4, Ron Woullard spoke and thanked Mr. Benton for his lifetime of service to his community.

Each Council member also spoke and thanked Mr. Benton for his service and dedication to his community and the City.

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

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

Nays: 0

Recess

By unanimous consent, Council President Carroll declared the **meeting recessed at 2:34 p.m., this 14th day of May, 2020.**

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, July 7, 2020

Re: Take from the table petition 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

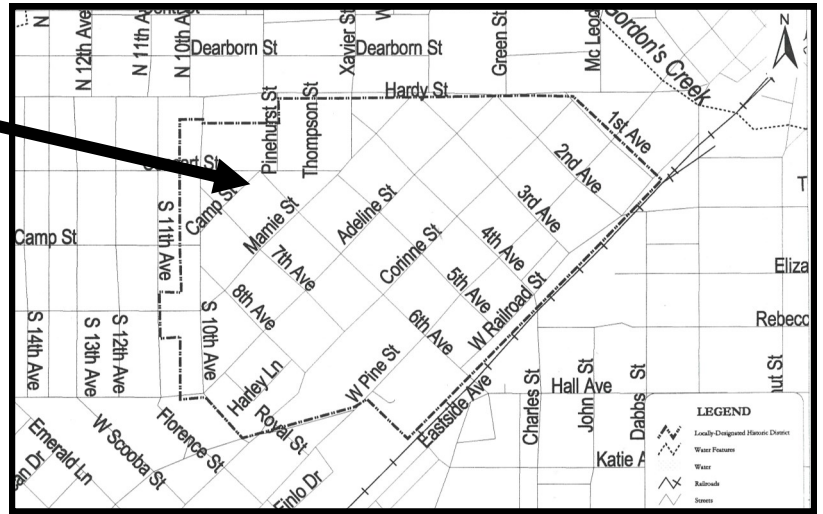
Recommendation Statement

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

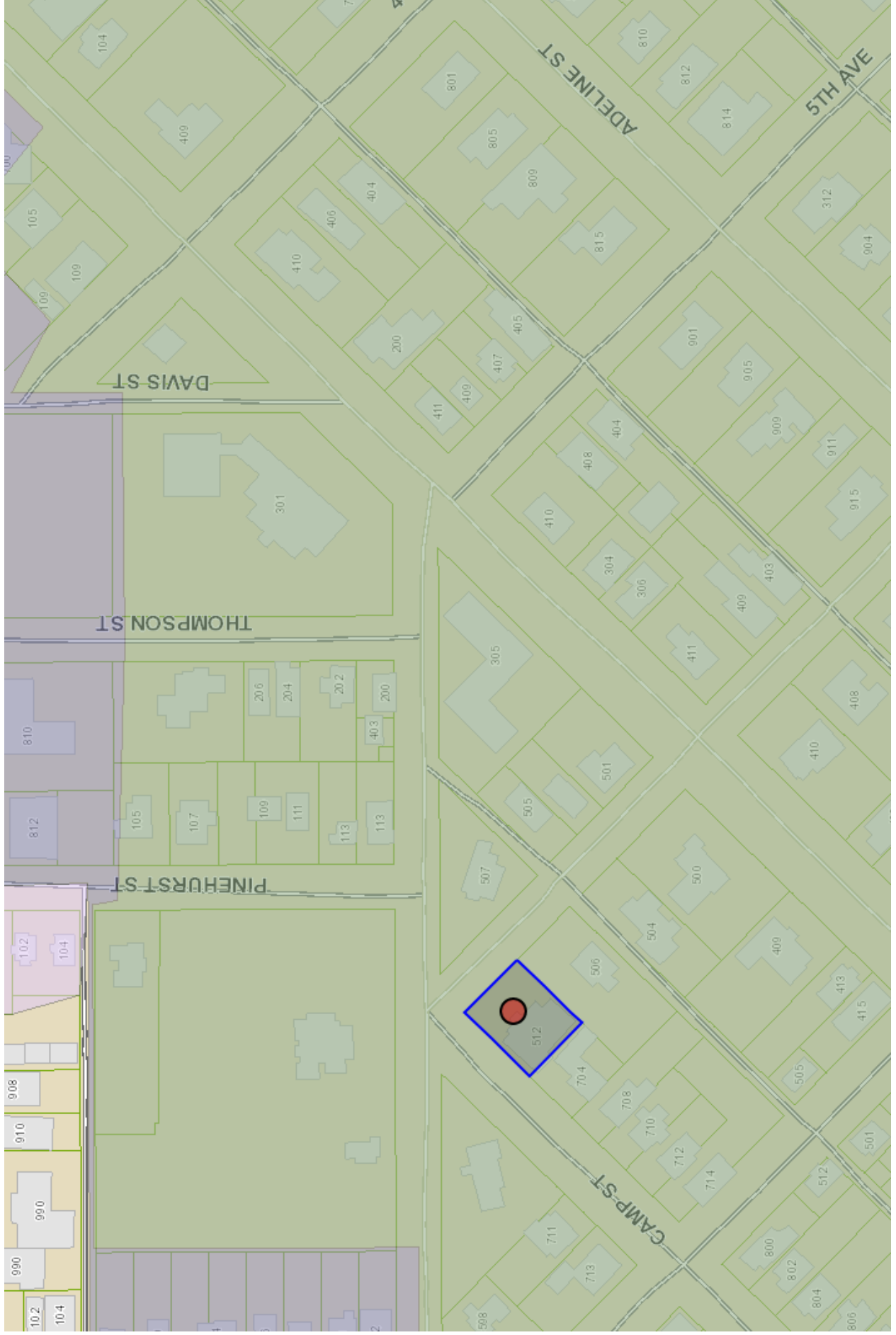
Please place this on the July 7, 2020 City Council meeting for consideration.

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

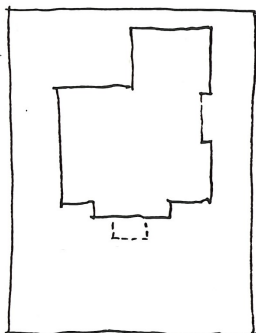
40. Survey project name

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: SAME
Address: SAME
Phone: SAME

Signature and permission of Applicant / date:

Agustino Penu / 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:

cc:

Date: Tuesday, July 7, 2020

Re: Adopt an Ordinance granting a Non-Exclusive Electric Franchise to Mississippi Power Company, Its successors, and assigns in the City of Hattiesburg, Mississippi.
File Number: 2020-435
Minute Book #

Summary

Adopt a Ordinance granting a Non-Exclusive Electric Franchise to Mississippi Power Company, Its successors, and assigns in the City of Hattiesburg, Mississippi.

Recommendation Statement

I recommend adoption of this ordinance.

Please place this on the July 7, 2020 City Council meeting for consideration.

**AN ORDINANCE
GRANTING A NON-EXCLUSIVE ELECTRIC FRANCHISE TO
MISSISSIPPI POWER COMPANY, ITS SUCCESSORS, AND ASSIGNS
IN THE MUNICIPALITY OF HATTIESBURG, MISSISSIPPI**

BE IT ORDAINED by the Governing Authority of the Municipality of Hattiesburg, Mississippi:

SECTION 1. In consideration of the benefits that will accrue to the Municipality of Hattiesburg, Mississippi, and the Inhabitants thereof (the "Municipality"), and of the payment by Mississippi Power Company (the "Grantee") to the Municipality of a sum of money equal to three percent (3%) per year of the total gross revenue of the Grantee from the retail sales of electric energy, excepting therefrom sales for resale and sales in interchange of energy with others, within the corporate limits of the Municipality, payable quarterly on or before thirty (30) days following the close of each calendar quarter during such period as the Grantee operates in said Municipality, but not to exceed twenty-five (25) years from the Effective Date of this Ordinance (as defined in Section 16), Municipality does hereby grant to and vest in the Grantee, its successors and assigns as franchised activities, the right, authority, easement, privilege, and franchise to construct, erect, suspend, install, renew, repair, maintain, operate, and conduct in the Municipality as it now exists or may hereafter be extended, equipment, facilities, lines, including communication lines, plant or plants, and system or systems for the generation, transmission, or distribution of electric energy ("Primary Use"), including, without limitation, broadband services, internet access and services, telecommunications services, and fiber optic communication services that are for or in support of the Primary Use (collectively, "Franchised Activities"). The use of Authorized Facilities (as defined below) for any other purposes whatsoever, including without limitation, broadband services, internet access and services, telecommunications services, and fiber optic communication services that are not for or in support of the Primary Use and/or for or to any person or entity other than the Grantee, regardless of whether for compensation ("Ancillary Use") shall be excluded from the franchise granted by this Ordinance and the calculation and payment of such fees shall be governed solely by separate franchises, agreements, or ordinances of the Municipality applicable to such Ancillary Use, if any. It shall be the obligation of the Grantee and the person or entity providing such services associated with Ancillary Use to or for any person or entity other than the Grantee, regardless of whether for compensation, to notify the Municipality of any such Ancillary Use and to obtain a franchise, agreement, or ordinance in connection with such Ancillary Use. Notwithstanding anything contained herein to the contrary, the use of any facilities constructed, maintained, and operated for or in support of the Primary Use shall not be governed by any other franchise agreement or ordinance.

SECTION 2. To facilitate the Franchised Activities, Municipality does hereby give and grant to, and vest in, Grantee, its successors and assigns, the further right, authority, easement, privilege, and franchise to construct, erect, suspend, install, renew, repair, maintain, operate and conduct in the Municipality for such Franchised Activities a system(s) of poles, towers, conduits, cables, fiber, wires, conductors, transforming stations, plants, fittings, and all appliances or appurtenances needed to pursue, promote, and carry out the Primary Use (such system and its components collectively referred to herein as, "Authorized Facilities") in, over, under, along, upon, and across all streets, avenues, alleys, ways, bridges, and public places in the Municipality as they now exist or may hereafter be laid out or extended, together with the further right, privilege, and franchise to construct, erect, suspend, install, renew, repair, maintain, and operate such Authorized Facilities within, into, through, over, under, across, and beyond the Municipality and furnishing, supplying, and distributing to the Municipality and to the inhabitants, corporations and other entities (public or private) (collectively with the Municipality, "Inhabitants"), both within and beyond the limits thereof, electric energy for lighting, heating, power, security and surveillance, and all other purposes for which electric energy and related facilities may be used now or hereafter, and for the purpose of extending its lines and furnishing electric energy beyond the limits of the Municipality. Municipality further agrees, for itself and its Inhabitants, in consideration

for the Supplemental Fees paid by the Grantee, that it will not compete in any manner with Grantee for the generation, including self-generation or self-supply, transmission, distribution, or sale of electric energy, including but not limited to any attempt, directly or indirectly, to acquire such a system, as such terms are defined in Title 21, Chapter 27, Section 11 of the *Mississippi Code of 1972, as amended*. Notwithstanding anything contained herein to the contrary, Grantee's Franchised Activities shall not include any work or project that does not support the Primary Use; should Grantee desire to construct, maintain, or operate any equipment or facilities that are not Authorized Facilities to support the Primary Use, Grantee agrees to obtain a separate franchise agreement under any applicable ordinance governing franchises for such facilities and such contemplated activities, and to comply with any governing or applicable ordinance with respect to the construction, location, and use of such facilities, infrastructure, and activities, including the payment of any fees by Grantee to Municipality associated with such franchise.

SECTION 3. In further consideration for the fees paid by Grantee to Municipality hereunder, the rights provided to Grantee herein shall specifically include the right for Grantee to install, at its election and costs, electric vehicle charging stations ("EV Chargers") in locations designated or approved in advance by the Municipality in writing and permitted by law to accommodate such uses. All EV Chargers installed in such designated or approved locations shall, unless set out otherwise in a separate agreement, constitute Authorized Facilities and shall be maintained by Grantee in a reasonably good condition and repair. All such usage shall be metered and billed by Grantee to users of the EV Chargers at rates set by Grantee, unless such rates are otherwise subject to the jurisdiction of the Mississippi Public Service Commission, its successor, or any other authority with jurisdiction over Grantee's rates for electric energy sales ("Regulatory Authority"). In addition, Municipality shall have the right, at its election and cost, to require Grantee to install EV Chargers at locations of Municipality's choosing within the Municipality, the usage of which shall be metered and billed to the Municipality.

SECTION 4. The Authorized Facilities shall be so installed or constructed as not unreasonably to interfere with the proper use of the streets, avenues, alleys, ways, bridges, and public places in the Municipality and shall be maintained all in a reasonably good condition and repair.

SECTION 5. Whenever the Grantee shall cause any opening or alteration to be made in any of the streets, avenues, alleys, ways, bridges, or public places of the Municipality for the purpose of installing, maintaining, operating, or repairing any Authorized Facilities, the work shall be completed within a reasonable time; and the Grantee shall, upon the completion of such work, restore such portion of the streets, avenues, alleys, ways, bridges, or other public places to as good a condition as it was before the opening or alteration was so made.

SECTION 6. The Grantee shall indemnify and hold the Municipality harmless from any and all liability or damages resulting from the negligence of the Grantee in the construction, maintenance, or operation of its Authorized Facilities.

SECTION 7. The Grantee may, from time to time, declare, make, and enforce reasonable rules and regulations as conditions for the sale and distribution by it of electric energy to any person, firm, or corporation, not, however, in conflict with or repugnant to the jurisdiction of the Mississippi Public Service Commission under the provisions of Title 77, Chapter 3, *Mississippi Code of 1972, as amended*.

SECTION 8. In the event the supply of electric energy shall be interrupted or fail by reason of accident or otherwise, beyond the Control of the Grantee, the Grantee shall restore the service within a reasonable time and such interruption shall not constitute a breach of this franchise, nor shall the Grantee be liable for damage by reason of such interruption or failure.

SECTION 9. Wherever in this Ordinance either the Municipality or the Grantee is named or referred to, it shall be deemed to include the respective successors or assigns of either, and all rights, privileges, and obligations herein conferred shall bind and inure to the benefit of such successors or assigns of the Municipality or of the Grantee. Further, if during the term of this franchise, the boundaries

of the Municipality are expanded, the Municipality will promptly notify Grantee in writing of any geographic areas annexed by the Municipality ("Annexation Notice"). Any such Annexation Notice shall be sent to Grantee by certified mail, return receipt requested, and shall contain the effective date of the annexation, maps showing the annexed area and such other information as may be reasonably required to ascertain whether Grantee serves any customers in the annexed area. To the extent there are such customers of Grantee situated in the annexed area, then the revenues provided for in Section 1 of this Ordinance shall be calculated to include those customers effective on the first day of Grantee's billing cycle immediately following Grantee's receipt of the Annexation Notice. Failure by the Municipality to advise Grantee in writing through the proper Annexation Notice of any geographic areas which are annexed by the Municipality shall relieve Grantee from any obligation to remit any franchise fees to Municipality based upon gross revenues derived from customers within the annexed area until Municipality delivers an Annexation Notice in accordance with the terms set forth herein.

SECTION 10. This franchise is in addition to and supplemental to any and all such rights as the Grantee may have by virtue of the provisions of Title 77, Chapter 3, of the *Mississippi Code of 1972, as amended*, and any other section of the *Mississippi Code of 1972, as amended*, as the same may be legally binding or applicable to the Municipality or this franchise Ordinance, and its acceptance and exercise by the Grantee shall never be construed as a waiver, abandonment, nor limitation upon the rights now vested in or being exercised by the Grantee under any statute or law of the State of Mississippi. Nor shall the granting of this franchise be construed or operate to abridge, impair, or deny the validly held rights of any other distributor of electric energy within the Municipality, or portion thereof, by virtue either of a franchise from the Municipality or a certificate of public convenience and necessity issued pursuant to Title 77, Chapter 3, *Mississippi Code of 1972, as amended*.

SECTION 11. The rights hereby granted shall become effective upon the passage of this Ordinance in accordance with Section 16 hereof and continue for a period of twenty-five (25) years from the Effective Date, unless terminated sooner as provided for in Section 15.

SECTION 12. If any clause, provision or section of this Ordinance is illegal, or is not embraced within the title hereof, or is not related to the subject expressed in the title, the remaining provisions hereof shall not be thereby affected but shall have full force and operation.

SECTION 13. The Grantee shall pay the Municipality the cost of publishing this Ordinance according to law and also the cost of holding a special election for the approval or disapproval by the qualified electors of the Municipality of this Ordinance.

SECTION 14. This franchise is in lieu of and supersedes a franchise previously granted to Grantee by the Municipality, which upon the Effective Date of this Ordinance shall, by mutual consent of the parties hereto, no longer be in force and effect.

SECTION 15. Grantee and Municipality mutually acknowledge that in the event the Regulatory Authority, or any court of law, tribunal, regulatory agency or other body with authority to alter Grantee's rates for electric service, rejects, limits, or otherwise modifies Grantee's payments provided for under this Ordinance, or otherwise, directly or indirectly, disallows Grantee's recovery through rates of all or any portion of this Ordinance's prescribed fees, Grantee's fees provided for in Section 1 shall, without amendment to this Ordinance, be modified to the amount allowed for recovery by the Regulatory Authority, but the Franchised Activities granted by this Ordinance shall remain unchanged in any manner whatsoever. Further, Grantee reserves the right to collect the franchise fees hereunder from the Inhabitants of the Municipality in any manner satisfactory to Grantee, provided that Grantee provides advance written notice of the same to the Municipality. In the event of such modification, either party may terminate this Ordinance upon giving the other party thirty (30) days written notice and upon such termination, the Grantee's and Municipality's rights and obligations under this Ordinance shall cease. Notwithstanding the termination of this Ordinance by either party pursuant to this Section 15, the provision of any services contemplated as an Ancillary Use and any fees applicable to such Ancillary Use shall be governed by the Municipality's other ordinances, franchises, and/or agreements applicable to such use.

SECTION 16. This Ordinance shall not become effective until it is duly passed by the Governing Body, published as required by law, and approved by a majority vote of qualified electors of the Municipality voting thereon at a special election duly called and held as required by law ("Effective Date").

The foregoing Ordinance having been reduced to writing, the same was introduced by Council

Member _____, seconded by Council Member _____, and was adopted by the following to wit:

YEAS

NAYS:

The President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the ____ day of July, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Ordinance having been submitted to and approved by the Mayor, this the ____ day of July, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, July 7, 2020

Re: Adopt a Resolution calling for a Special Election to be held on August 25, 2020 in the City of Hattiesburg for the Approval or Disapproval granting Non-Exclusive Electric Franchise to Mississippi power Company.
File Number: 2020-433
Minute Book #

Summary

Recommendation Statement

Please place this on the July 7, 2020 City Council meeting for consideration.

RESOLUTION CALLING A SPECIAL ELECTION

A RESOLUTION CALLING A SPECIAL ELECTION TO BE HELD IN THE MUNICIPALITY OF HATTIESBURG, MISSISSIPPI, ON THE 25TH DAY OF AUGUST, 2020, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE MUNICIPALITY OF HATTIESBURG, MISSISSIPPI, THE APPROVAL OR DISAPPROVAL OF THE ACTION OF THE CITY COUNCIL IN ADOPTING ON THE 7TH DAY OF JULY, 2020, AN ORDINANCE GRANTING NON-EXCLUSIVE ELECTRIC FRANCHISE TO MISSISSIPPI POWER COMPANY, ITS SUCCESSORS, AND ASSIGNS A FRANCHISE IN THE MUNICIPALITY OF HATTIESBURG, MISSISSIPPI.

WHEREAS, on the 16TH day of June, 2020, at a regular meeting of the City Council of Hattiesburg, Mississippi, an ordinance was introduced entitled "AN ORDINANCE GRANTING A NON-EXCLUSIVE ELECTRIC FRANCHISE TO MISSISSIPPI POWER COMPANY, ITS SUCCESSORS, AND ASSIGNS, IN THE MUNICIPALITY OF HATTIESBURG, MISSISSIPPI," which said ordinance has, pursuant to an order of this body, remained on file for public inspection for two weeks as provided by law; and

WHEREAS, on the 7th day of July 2020, the said ordinance was passed by said City Council in the form in which it was introduced, subject to publication thereof as provided by law and subject to the approval by the majority of the qualified electors voting thereon at a special election as provided for by law; and

WHEREAS, the City Council find that it is necessary to call a special election in order to refer the action of the City Council in the passage of the said ordinance to the approval or disapproval of the electors of said Municipality of Hattiesburg; and

WHEREAS, it is provided by law that whenever any measure or ordinance is to be referred to the qualified electors of the municipality for their approval or disapproval, it shall be the duty of the City Council to have such measure or ordinance printed in at least one daily or weekly newspaper published for at least once a week for three weeks next preceding the date of the special election in a newspaper published in such municipality; and

WHEREAS, Hub City Spokes is a newspaper published in the Municipality of Hattiesburg, Mississippi.

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

SECTION 1. That a special election shall be held in one (1) municipal precinct in the Municipality of Hattiesburg, Mississippi, on the 25th day of August, 2020, for the purpose of submitting to the qualified electors of the Municipality of Hattiesburg, Mississippi, for their approval or disapproval, the action of the City Council in adopting an ordinance entitled, "AN ORDINANCE GRANTING A NON-EXCLUSIVE ELECTRIC FRANCHISE TO MISSISSIPPI POWER

COMPANY, ITS SUCCESSORS, AND ASSIGNS, IN THE MUNICIPALITY OF HATTIESBURG, MISSISSIPPI.”

SECTION 2. That the said election shall be held at one (1) voting place precinct and within the hours prescribed by law.

SECTION 3. That the Election Commissioners of the Municipality of Hattiesburg, Mississippi, shall cause to be prepared a ballot to be used in said special election in substantially the following form:

PROPOSITION

Do you approve or disapprove the action of the City Council of the Municipality of Hattiesburg, Mississippi, in adopting an ordinance entitled, “AN ORDINANCE GRANTING A NON-EXCLUSIVE ELECTRIC FRANCHISE TO MISSISSIPPI POWER COMPANY, ITS SUCCESSORS, AND ASSIGNS, IN THE MUNICIPALITY OF HATTIESBURG, MISSISSIPPI,” whereby an electric franchise was granted to Mississippi Power Company, its successors, and assigns, as per the terms of said ordinance which was adopted by the City Council on the ____ day of _____, 2020.

FOR APPROVAL OF SAID ORDINANCE ()

AGAINST APPROVAL OF SAID ORDINANCE ()

(Instructions to voters: Place a cross (x) mark opposite your choice.)

SECTION 4. That said election shall be held and conducted by the Election Commissioners of the Municipality of Hattiesburg in all respects in accordance with law, and as far as practicable, as other elections are held in said Municipality of Hattiesburg and returns thereof made as provided by law.

SECTION 5. That the Clerk of said Municipality of Hattiesburg, Mississippi, shall give not less than twenty-one (21) days’ notice of said special election on said electric franchise by posting notice thereof in three public places within the municipality, and by publication in the Hub City Spokes. Said notice shall be in substantially the following form:

NOTICE OF SPECIAL ELECTION OF ELECTRIC FRANCHISE
MUNICIPALITY OF HATTIESBURG, MISSISSIPPI

Notice is hereby given to the qualified electors of the Municipality of Hattiesburg, Mississippi, that a special election shall be held in the Municipality of Hattiesburg, on the 25th day of August, 2020, on the following proposition:

PROPOSITION

Do you approve or disapprove the action of the City Council of the Municipality of Hattiesburg, Mississippi, in adopting an ordinance entitled, “AN ORDINANCE GRANTING A NON-EXCLUSIVE ELECTRIC FRANCHISE TO MISSISSIPPI POWER COMPANY, ITS SUCCESSORS, AND ASSIGNS, IN THE MUNICIPALITY OF HATTIESBURG, MISSISSIPPI,” whereby an electric franchise was granted to Mississippi Power Company, its successors, and assigns, as per the terms of said ordinance which was adopted by the City Council on the 7th day of July, 2020.

Said election will be held at the Jackie Dole Sherrill Community Center located at 220 W. Front Street 39401 of the Municipality of Hattiesburg.

Said polling place will be open from the hour of seven o'clock a.m. until the hour of seven o'clock p.m. on said day. All qualified electors may vote at said election.

Said special election will be held pursuant to a Resolution of the City Council, adopted on the 7th day of July, 2020, calling a special election for the approval or disapproval of a majority of the qualified electors-of the Municipality of Hattiesburg, Mississippi, of the action of the City Council in adopting an ordinance entitled, "AN ORDINANCE GRANTING A NON-EXCLUSIVE ELECTRIC FRANCHISE TO MISSISSIPPI POWER COMPANY, ITS SUCCESSORS, AND ASSIGNS, IN THE MUNICIPALITY OF HATTIESBURG, MISSISSIPPI."

A copy of said ordinance and proceedings whereby same was adopted is attached hereto as part of this notice.

Done by order of the City Council, this the 7th day of July, 2020.

Kermas Eaton
Clerk, Municipality of Hattiesburg, Mississippi

SECTION 6. That a certified copy of the Resolution shall be prepared by the Clerk of the Municipality of Hattiesburg and shall be delivered to the Election Commissioners of the Municipality of Hattiesburg, Mississippi, and shall operate as a warrant and authority to the Election Commissioners in the holding of such special election on the date herein fixed.

SECTION 7. The Election Commissioners shall duly certify to the City Council of Hattiesburg, Mississippi, the result of the election as required by law.

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

The president thereby declared the motion carried and the Resolution adopted this the 7th Day of July, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 7th day of July, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST
MUNICIPALITY OF HATTIESBURG

I, Kermas Eaton, Clerk of the Municipality of Hattiesburg, Mississippi, hereby certify that the foregoing resolution was passed by the City Council on the 7th day of July, 2020, as same appears on the Minutes of the City Council of Hattiesburg, Mississippi, File Number_____.

Given under my hand and official seal, this the 7th day of July, 2020.

Kermas Eaton
Clerk, Municipality of Hattiesburg, Mississippi



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, July 7, 2020

Re: Adopt a Resolution appointing Randy Pope as City Attorney for the City of Hattiesburg.

File Number: 2020-429
Minute Book #

Summary

Adopt a Resolution appointing Randy Pope as City Attorney for the City of Hattiesburg.

Recommendation Statement

I recommend adoption of said resolution.

Please place this on the July 7, 2020 City Council meeting for consideration.

Pope & Pope, P.A.

Moran M. Pope, Jr. (1922-2017)
Moran M. Pope, III

Attorneys and Counselors
Post Office Box 17527
Hattiesburg, Mississippi 39404-7527

Telephone 601-268-9997
Email:randypope@popelaw.com

June 22, 2020

HAND-DELIVERED

Honorable Mayor and City Council
The City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

Re: Re-employment of Moran M. Pope, III, as City Attorney

Dear Mayor and Council Members:

As you may know, *Miss. Code Ann.* § 21-15-25 (Supp. 2017) provides that “the governing authorities may annually appoint an attorney-at-law for the municipality, prescribe his duties and fix his compensation.” The purpose of this letter is to set forth generally my understanding of the terms of my employment as municipal attorney for the City of Hattiesburg (“the City”) beginning on August 1, 2020.

My understanding of the legal services to be performed and the compensation to be paid for those services are as follows:

1. As municipal attorney, I will handle administrative legal work for an annual salary of \$70,000.00.
2. I will handle litigation and other work not considered administrative legal work involving the City at an hourly rate of \$150.00 per hour. I am mindful of the costs of legal services and understand that every client desires to avoid unnecessary expense. Accordingly, I will seek at all times to represent the City efficiently and effectively.
3. For representing the City in connection with the matter of issuing or refunding municipal bonds, I will receive not more than one percent (1%) of the amount of the bonds issued or refunded up to \$500,000.00, and not more than one-half of one percent (0.5%) of that part of the amount of the bonds issued or refunded in excess of \$500,000.00, as authorized by applicable Mississippi statutes.
4. Expenses and costs incurred on City business, such as mileage and filing fees, will be paid by the City. Applicable travel expense will be billed at a rate as is provided by applicable law. If commercial transportation is necessary, the actual expense incurred will be billed to the City at the lowest fare available.

Honorable Mayor and City Council
The City of Hattiesburg
June 22, 2020
Page Two

5. At any time, but only upon my request, the Mayor and City Council will consider the employment of outside counsel to handle or assist me in the representation of the City.

For purposes of this engagement letter, the following definitions are submitted:

(i) “Administrative legal work” shall include attendance at all regular and special meetings of the City Council; review of all ordinances, resolutions, orders, etc., in connection with such meetings; written and oral legal opinions to the Mayor and the City Council on routine matters; and consultation (whether in person or by telephone) with the Mayor, members of the City Council, or other staff and employees at the request of the Mayor, Department Heads, or the City Council.

(ii) “Litigation and Non-Administrative” shall include suits or claims filed, threatened or asserted against the City or any of its officers, agents or employees to whom the City is liable for a defense or intergovernmental proceedings or activities instituted by the City or in which the City is otherwise joined or chooses to participate as an interested party. “Other non-administrative legal work” not considered administrative legal work and for which the litigation hour billing will apply shall include document preparation and filing, non-routine or complex matters, as well as appearances before administrative or quasi-judicial bodies.

In addition to the foregoing definitions, the following provisions are also applicable:

(a) The employment shall be in full force and effect for a period beginning on August 1, 2020, and continuing until July 1, 2021, and thereafter until my successor is duly selected.

(b) I shall always be mindful of the fact that, as required by the ethics of the legal profession, my client is the City of Hattiesburg and its citizens corporately; not the Mayor or the members of the Council alone.

I believe that the above and foregoing terms and provisions outline in reasonable detail my agreement with the City to serve as regular City Attorney.

It is indeed a privilege to represent the City and to work with you. I sincerely appreciate the opportunity to represent the City.

Sincerely yours,

Moran M. Pope, III

RESOLUTION

**RESOLUTION FOR APPOINTING CITY ATTORNEY
FOR THE CITY OF HATTIESBURG**

WHEREAS, the Council recognizes the need to appoint a City Attorney; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That Randy Pope be and is hereby appointed as City Attorney, effective August 1, 2020 and ending July 31, 2021.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective immediately from and after 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 vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 7th day of July, 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 7th Day of July, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Connie Everett, Interim CFO

cc:

Date: Tuesday, July 7, 2020

Re: Adopt Resolution authorizing and directing issuance of a general obligation bond, Series 2020, in an amount not to exceed Fifteen Million One Hundred Fifty Thousand Dollars (\$15,150,000) to the Mississippi Development Bank; authorizing and approving the form of, execution of and delivery of certain attached exhibits in connection with issuance and sale of MDB special obligation bonds, Series 2020, in an amount not to exceed Fifteen Million One Hundred Fifty Thousand Dollars (\$15,150,000); and for related purposes.
File Number: 2020-430
Minute Book #

Summary

Adopt Resolution authorizing and directing issuance of a general obligation bond in an amount not to exceed \$15,150,000 to the Mississippi Development Bank; and authorize sale of MDB special obligation bonds, Series 2020, in an amount not to exceed \$15,150,000.

Recommendation Statement

I recommend adoption of a Resolution authorizing and directing issuance of general obligation bonds through the Mississippi Development Bank in an amount not to exceed \$15,150,000.

Please place this on the July 7, 2020 City Council meeting for consideration.

RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF A GENERAL OBLIGATION BOND, SERIES 2020, OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY"), FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK IN A TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FIFTEEN MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS (\$15,150,000); PRESCRIBING THE FORM AND DETAILS OF SAID BOND; PROVIDING CERTAIN COVENANTS OF THE CITY IN CONNECTION WITH SAID BOND AND DIRECTING THE PREPARATION, EXECUTION AND DELIVERY THEREOF; AUTHORIZING THE SALE OF SAID BOND TO THE MISSISSIPPI DEVELOPMENT BANK; AUTHORIZING AND APPROVING THE FORM OF, EXECUTION OF AND DELIVERY OF, AS APPLICABLE, AN INDENTURE OF TRUST, THE MISSISSIPPI DEVELOPMENT BANK BOND PURCHASE AGREEMENT, THE CITY BOND PURCHASE AGREEMENT, APPROVING THE FORM OF AND AUTHORIZING AND DIRECTING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND A FINAL OFFICIAL STATEMENT IN CONNECTION WITH THE SALE AND ISSUANCE OF THE MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2020 (HATTIESBURG, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT), IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FIFTEEN MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS (\$15,150,000); AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and the City Council of the City of Hattiesburg, Mississippi, acting for and on behalf of said City of Hattiesburg, Mississippi, hereby find, determine, adjudicate and declare as follows:

1. (a) In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"Act" means together the Bank Act and the City Bond Act.

"Agent" shall mean any Paying Agent or Transfer Agent, whether serving in either or both capacities. The Agent shall initially be the Trustee.

"Authorized Officer" shall mean the Mayor, the Clerk, the President of the Governing Body, the Vice President of the Governing Body and any other officer designated from time to time as an Authorized Officer by resolution of the City, and when used with reference to any act or document also means any other Person authorized by resolution of the City to perform such act or sign such document.

"Bank" shall mean the Mississippi Development Bank, a body corporate and politic exercising essential public functions, or any successor to its functions organized under the Bank Act.

"Bank Act" means the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended or supplemented from time to time.

"Bank Bonds" shall mean the not to exceed \$15,150,000 Mississippi Development Bank Special Obligation Bonds, Series 2020 (Hattiesburg, Mississippi General Obligation Bond Project), authorized to be issued in one or more series by the Bank pursuant to the Bank Act and the terms and conditions of the Indenture.

"Bond Counsel" shall mean Butler Snow LLP, Ridgeland, Mississippi.

"Bond Resolution" shall mean this resolution, as may be amended and supplemented from time to time.

"Business Day" shall mean any day other than (a) a Saturday, (b) a Sunday, (c) any other day on which banking institutions in New York, New York, or Jackson, Mississippi, are authorized or required not to be open for the transaction of regular banking business, (d) any day the City Courthouse in Hattiesburg, Mississippi is closed, or (e) a day on which the New York Stock Exchange is closed.

"City" shall mean the City of Hattiesburg, Mississippi, a "local governmental unit" under the Bank Act.

"City Bond" shall mean the not to exceed \$15,150,000 City of Hattiesburg, Mississippi General Obligation Bond, Series 2020, of the City authorized and directed to be issued in this Bond Resolution and registered to the Trustee as assignee of the Bank pursuant to this Indenture.

"City Bond Act" shall mean Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended or supplemented from time to time.

"Clerk" shall mean the City Clerk of the City.

"Code" shall mean the Internal Revenue Code of 1986 in effect on the date of issuance of the Bank Bonds and the City Bond, and the applicable regulations or rulings promulgated or proposed thereunder, and any successor thereto, as such may be amended from time to time.

"Construction Project" shall mean ((i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, and purchasing buildings and land therefor; (iii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (iv) constructing bridges and culverts; and (v) for other authorized purposes under the Act.

"Governing Body" shall mean the Mayor and City Council of the City.

"Indenture" shall mean that certain Indenture of Trust, to be dated the date of delivery thereof, by and between the Bank and the Trustee, pursuant to which the Bank Bonds are issued. A copy of the substantial form of the Indenture is attached as **EXHIBIT A** hereto.

"Interest Payment Date" shall be as described in Section 2.3 of the Indenture as the interest payment dates of the Bank Bonds.

"Mayor" shall mean the Mayor of the City of Hattiesburg, Mississippi.

"Municipal Advisor" shall mean Government Consultants Inc., Madison, Mississippi.

"Paying Agent" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the payment of the principal of and interest on the City Bond. The Paying Agent shall initially be the Trustee.

"Payments" shall have the meaning given it in Section 12(b) hereof.

"Person" shall mean an individual, partnership, corporation, trust or unincorporated organization, limited liability company and a government or agency or political subdivision thereof.

"Project" shall mean providing funds for (i) the costs of the Construction Project and (ii) paying costs of issuance for the City Bond and the Bank Bonds, including funding capitalized interest, if applicable and paying for bond insurance premium, if applicable.

"Record Date Registered Owner" shall mean the Registered Owner of the City Bond as of the Record Date.

"Record Date" shall have the meaning given to it in Section 1.1 of the Indenture.

"Registered Owner" or **"Bondholder"** shall mean the Person whose name shall appear in the registration records of the City maintained by the Transfer Agent and shall initially be the Trustee as assignee of the Bank as provided for in the Indenture.

"State" shall mean the State of Mississippi.

"Transfer Agent" shall mean shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the registration of the owner of the City Bond and for the performance of such other duties as may be herein or hereafter specified by the Governing Body. The Transfer Agent shall initially be the Trustee.

"Trustee" shall mean shall mean Hancock Whitney Bank, Jackson, Mississippi.

"2020 Bond Fund" shall mean the City of Hattiesburg, Mississippi General Obligation Bond, Series 2020 Bond Fund provided for in Section 12 hereof.

"2020 Construction Fund" shall mean the City of Hattiesburg, Mississippi General Obligation Bond, Series 2020 Construction Fund provided for in Section 13 hereof.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. Heretofore, on October 2, 2018, the Governing Body adopted a resolution entitled **"RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF THE CITY AND/OR A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED FORTY-FIVE MILLION DOLLARS (\$45,000,000) TO RAISE MONEY FOR THE PURPOSE OF (I) CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR; (II) ERECTING, REPAIRING, IMPROVING, ADORNING, EQUIPPING AND FURNISHING MUNICIPAL BUILDINGS, AND PURCHASING BUILDINGS AND LAND THEREFOR; (III) PROTECTING A MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; (IV) CONSTRUCTING BRIDGES AND CULVERTS; AND (V) FOR OTHER AUTHORIZED PURPOSES UNDER MISSISSIPPI CODE ANN. SECTIONS 21-33-301 *ET SEQ.*, AND SECTIONS 31-25-1 *ET SEQ.*, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, INCLUDING FUNDING CAPITALIZED INTEREST, IF APPLICABLE AND PAYING THE COSTS OF BORROWING, INCLUDING ANY COSTS FOR BOND INSURANCE PREMIUM, IF APPLICABLE; DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES"** (the "**Intent Resolution**") indicating its intent to (a) issue general obligation bonds of the City, in one or more series, and/or (b) issue a general obligation bond of the City, in one or more series, to be sold to the Bank, all in a total aggregate principal amount not to exceed Forty-Five Million Dollars (\$45,000,000), as authorized by the Act for the purposes of providing funds for the Project, and fixed 4:00 o'clock p.m. on November 6, 2018, as the date and hour for any protest to be made and filed against the issuance of such general obligation bonds and/or general obligation bond as described in the Intent Resolution.

3. As required by law and as directed by the Intent Resolution, said Intent Resolution was published once a week for at least three (3) consecutive weeks in *The Hattiesburg Post*, a newspaper published in the City, and having a general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days before November 6, 2018, and the last publication to be not more than seven (7) days prior to such date, said notice was published in said newspaper on October 11, 18, 25 and November 1, 2018, as evidenced by the publisher's affidavit on file with the Clerk.

4. On or prior to 4:00 o'clock p.m. on November 6, 2018, no written protest against the issuance of such general obligation bonds and/or general obligation bond as described in the Intent Resolution, had been filed or presented by qualified electors of the City with the Clerk in his office located in City Hall.

5. The Governing Body did meet on November 6, 2018 and determined and adjudicated that no protest against such general obligation bonds and/or general obligation bond as described in the Intent Resolution had been duly filed.

6. On March 7, 2019, the City issued its \$29,850,000 (original principal amount) General Obligation Bond, Series 2019, dated March 7, 2019 (the "**2019 City Bond**") pursuant to the bond resolution adopted by the City on November 6, 2018 (the "**2019 Bond Resolution**") and sold the 2019 City Bond to the Bank for the purpose of providing funds for a portion of the Project. The Bank purchased the 2019 City Bond with the proceeds of its \$29,850,000 Mississippi Development Bank Special Obligation Bonds, Series 2019 (Hattiesburg, Mississippi General Obligation Bond Project) (the "**Series 2019 Bonds**").

7. The Governing Body is authorized and empowered by the provisions of the Act and other applicable laws of the State, to issue its \$15,150,000 City of Hattiesburg, Mississippi General Obligation Bond, Series 2020 (the "**City Bond**"), and sell same to the Bank for the purpose of providing funds for the Project without any election on the question of the issuance thereof.

8. The Governing Body desires to authorize and approve the issuance of the City Bond pursuant to this Bond Resolution and the purchase thereof by the Bank with the proceeds of the Bank Bonds.

9. As of July 1, 2020, the assessed value of all taxable property within the City, according to the last completed assessment for taxation, is \$489,084,792; and the City has outstanding bonded indebtedness as subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303 of the City Bond Act, in the amount of \$43,805,000, and outstanding bonded and floating indebtedness as subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303 of the City Bond Act (which amount includes the sum set forth above subject to the fifteen percent (15%) debt limit), in the amount of \$43,805,000; the issuance of the City Bond, when added to the outstanding bonded indebtedness of the City, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the City, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City.

10. The Governing Body is now desirous of proceeding with the issuance of the City Bond pursuant to this Bond Resolution and the purchase thereof by the Bank with the proceeds of the Bank Bonds and authorizing the negotiation of the sale of the Bank Bonds thereof to Raymond James & Associates, Inc., Memphis, Tennessee, as Underwriter (the "**Underwriter**").

11. The Governing Body hereby receives, examines and considers the following form of documents concerning the issuance, sale and purchase of the City Bond by the Bank: (i) the form of the City Bond Purchase Agreement, to be dated the date of sale of the City Bond (the "**City Bond Purchase Agreement**"), by and between the Bank and the City, which provides for the sale of the City Bond to the Bank; (ii) the form of the Indenture, to be dated the date of

delivery of the Bank Bonds, by and between the Bank and Hancock Whitney Bank, Jackson, Mississippi, as trustee (the "Trustee") (the "Indenture"), under which the Bank Bonds will be issued and by which they will be secured; (iii) the form of the Mississippi Development Bank Bond Purchase Agreement, to be dated the date of sale of the Bank Bonds (the "Bond Purchase Agreement"), by and among the Bank, the City and the Underwriter, which provides for the sale of the Bank Bonds to the Underwriter; (iv) the form of the Preliminary Official Statement, to be dated the date of distribution thereof (the "Preliminary Official Statement") describing the Bank Bonds, the City Bond, the terms of the Indenture and other matters in connection with the sale and issuance of the Bank Bonds and the City Bond, and (v) the form of the Continuing Disclosure Certificate, to be dated the date of delivery thereof (the "Continuing Disclosure Certificate"), to be executed by the City in connection with the issuance of the Bank Bonds (together, the "City Documents").

12. The Governing Body does now find, determine and adjudicate that each of the City Documents referred to above, which City Documents are now before the Governing Body, are in appropriate form and are an appropriate document for the purposes identified.

13. Upon approval by the Bank, the Preliminary Official Statement will be distributed for use in connection with the sale of the Bank Bonds.

14. The City will make payments on the City Bond in amounts sufficient to pay the principal of, premium, if any, and interest on the Bank Bonds, as and when the same shall become due and payable.

15. The Governing Body does now find, determine and adjudicate that all conditions, acts and things required by the Act and the Constitution and laws of the State to have existed, to have happened and to have been performed precedent to and in connection with the adoption of this Bond Resolution, the sale and issuance of the City Bond to the Bank, the sale and issuance of the Bank Bonds, the execution by the City of the Bond Purchase Agreement, the City Bond Purchase Agreement and the distribution of the Preliminary Official Statement have happened and have been performed in regular and due time, form and manner as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. In consideration of the purchase and acceptance of the City Bond by those who shall hold the same from time to time, this Bond Resolution shall constitute a contract between the City and the Registered Owner from time to time of the City Bond. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City for the benefit of the Registered Owner shall be for the equal benefit, protection and security of the Registered Owner of the City Bond, all of which, regardless of the time or times of its authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

SECTION 2. The City Bond is hereby authorized and ordered to be prepared and issued in one or more series in a principal amount of not to exceed Fifteen Million One Hundred Fifty Thousand Dollars (\$15,150,000) to raise money for the Project as authorized by the Act. The

Governing Body is authorized and empowered by the provisions of the City Bond Act to issue the City Bond without an election on the question of the issuance thereof and is authorized to issue the City Bond pursuant to the Act or as may otherwise be provided by law.

SECTION 3. (a) Payments of interest on the City Bond shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America upon presentation of the City Bond at the corporate trust office of the Paying Agent.

(b) The City Bond shall be dated the date of its delivery; shall be issued as a fully registered bond in a single denomination equal to the principal amount thereof; shall be numbered 1; shall bear interest from the date thereof at the federally taxable or tax exempt rate or rates borne by the Bank Bonds (as provided in the Indenture) which federally taxable or tax exempt rate or rates shall be reviewed by the Municipal Advisor and determined to be reasonable under then current market conditions, payable on each Interest Payment Date, subject to the limitation that the City Bond shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum; and shall mature and become due and payable in the same manner and at the same dates and times as provided for the Bank Bonds in the Indenture; provided, however, that the final maturity for the City Bond shall be no later than thirty (30) years from its date of issuance unless earlier redeemed as provided for in this Bond Resolution and the Indenture.

(c) The City Bond is subject to redemption prior to maturity only at the times, to the extent, in the manner and as otherwise provided for the Bank Bonds in the Indenture. If applicable, the City shall provide proper notices to the Bank and the Trustee as provided in the Indenture in the event the City elects to redeem the City Bond or any portion thereof, and redemption of the City Bond or any portion thereof shall be as provided in this Section 3 and Article IV of the Indenture. It is intended that redemption of the City Bond may only occur through the processes provided in the Indenture, and the City hereby accepts such redemption provisions by this reference.

(d) A default in the due and punctual payment of any interest or principal on the City Bond or a default by the City under this Bond Resolution is an Event of Default (as defined in the Indenture) under the Indenture entitling the Trustee to exercise certain remedies under the Indenture, including, but not limited to, the acceleration of all principal and interest due and owing on the Bank Bonds outstanding. In the event the Trustee exercises such remedies under the Indenture, the principal and interest due and owing on the City Bond may be accelerated in accordance with the Indenture and the City shall cause the City Bond to be redeemed and paid in full.

SECTION 4. (a) When the City Bond shall have been executed as herein provided, they shall be registered as an obligation of the City in the office of the Clerk in a record maintained for that purpose, and the Clerk shall cause to be imprinted upon the City Bond, over his manual or facsimile signature and manual or facsimile seal, his certificate in substantially the form set out in Section 6.

(b) The City Bond shall be executed by the manual or facsimile signature of the Mayor or an Authorized Officer and countersigned by the manual or facsimile signature of the Clerk or an Authorized Officer, with the seal of the City imprinted or affixed thereto; provided, however all signatures and seals appearing on the City Bond, other than the signature of an authorized officer of the Transfer Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the City whose signature or a facsimile of whose signature shall appear on the City Bond shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(c) The City Bond shall be delivered to the Bank upon payment of the purchase price therefor in accordance with the terms and conditions of the Indenture and the City Bond Purchase Agreement, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation of the City Bond, and the final, unqualified approving opinion of Bond Counsel.

(d) Prior to or simultaneously with the delivery of the City Bond by the Transfer Agent, the City shall file with the Transfer Agent:

(i) a copy, certified by the Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation of the City Bond; and

(ii) an authorization to the Transfer Agent, signed by the Mayor or an Authorized Officer, to authenticate and deliver the City Bond to the Bank; and

(iii) such other documentation, if any, as may be required by this Bond Resolution, the Bond Purchase Agreement, Bond Counsel and the Indenture.

(e) At delivery, the Transfer Agent shall authenticate the City Bond and deliver it to the Bank thereof upon payment of the purchase price of the City Bond to the City.

SECTION 5. (a) The City hereby appoints the Trustee designated under the Indenture as the Paying Agent, Trustee and Transfer Agent for the City Bond. The City specifically reserves the right to hereafter designate and/or approve a separate Paying Agent, Transfer Agent and/or Trustee in its discretion, subject, however to the terms and conditions of the Indenture, as hereinafter provided.

(b) So long as the City Bond shall remain outstanding, the City shall maintain with the Transfer Agent records for the registration and transfer of the City Bond. The Transfer Agent is hereby appointed registrar for the City Bond, in which capacity the Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, the City Bond if entitled to registration or transfer.

(c) The City shall pay or reimburse the Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars,

subject to agreement between the City and the Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Agent, shall be made by the City on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(d) (i) An Agent may at any time resign and be discharged of the duties and obligations of the function of the Trustee, Paying Agent and Transfer Agent pursuant to the terms and conditions stated in Section 11.5 and 11.6 of the Indenture.

(ii) In the event of the resignation or removal of the Agent, a successor Agent shall be selected as provided in Section 11.7 of the Indenture.

(iii) In the event of a change of Agents, the predecessor Agent shall cease to be custodian of any funds held pursuant to this Bond Resolution in connection with its role as such Agent, and the successor Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Agent shall be fully paid. Every predecessor Agent shall deliver to its successor Agent all records of account, registration records, list of Registered Owner and all other records, documents and instruments relating to its duties as such Agent.

(iv) The provisions of Sections 11.7 and 11.8 of the Indenture shall govern the acceptance of any appointment of a successor Agent.

(v) Should any transfer, assignment or instrument in writing be required by any successor Agent from the City to more fully and certainly vest in such successor Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the City.

(vi) The City will provide any successor Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the City Bond.

(vii) All duties and obligations imposed hereby on an Agent or successor Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this Bond Resolution.

SECTION 6. The City Bond shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Resolution:

[CITY BOND FORM]

THIS CITY BOND HAS BEEN ASSIGNED TO HANCOCK WHITNEY BANK, JACKSON, MISSISSIPPI, AS TRUSTEE (THE "TRUSTEE") UNDER AN INDENTURE OF TRUST (THE "INDENTURE") DATED AS OF _____, 2020, BY AND BETWEEN

THE MISSISSIPPI DEVELOPMENT BANK AND THE TRUSTEE. THIS CITY BOND IS REGISTERED IN THE NAME OF THE TRUSTEE AND IS NON-TRANSFERRABLE EXCEPT AS PERMITTED IN THE INDENTURE.

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI

CITY OF HATTIESBURG
GENERAL OBLIGATION BOND
SERIES 2020

NO. 1

\$15,150,000

Rate of Interest

Maturity

Dated Date

%

_____, 2020

Registered Owner: HANCOCK WHITNEY BANK,
As Assignee of the Mississippi Development Bank

Principal Amount:

DOLLARS

The City of Hattiesburg, State of Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this City Bond, at the principal office of Hancock Whitney Bank, in Jackson, Mississippi, or its successor, as paying agent (the "Paying Agent") for the General Obligation Bond, Series 2020, of the City (the "City Bond"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this City Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by Hancock Whitney Bank, Jackson, Mississippi, or its successor, as transfer agent for the City Bond (the "Transfer Agent") at the times and periods as provided in the Indenture (herein defined).

The City further promises to pay interest on such principal amount from the date of this City Bond until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date (as defined in the Bond Resolution defined below).

Payments of principal of and interest on this City Bond shall be made by check or draft mailed on the Interest Payment Date (as defined in the Bond Resolution) to such Registered Owner at his address as it appears on such registration records.

This City Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-33-301 *et seq.* and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended, and by the further authority of proceedings duly had by the Mayor

and the City Council of the City, including a resolution adopted July 7, 2020 (the "**Bond Resolution**").

This City Bond is issued in the aggregate authorized principal amount of Fifteen Million One Hundred Fifty Thousand Dollars (\$15,150,000) to raise money for the purpose of providing funds for (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, and purchasing buildings and land therefor; (iii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (iv) constructing bridges and culverts; and (v) for other authorized purposes under Mississippi Code Ann. Sections 21-33-301 *et seq.*, as amended and/or supplemented from time to time (the "**City Bond Act**") and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Bank Act**" and together with the City Bond Act, the "**Act**"), including funding capitalized interest, if applicable and paying the costs of borrowing, including any costs for bond insurance premium, if applicable (the "**Project**").

The City will duly and punctually pay the principal of, premium, if any, and interest on the City Bond at the dates and the places and in the manner mentioned in the Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon the City Bond, the City agrees to make payments upon the City Bond and be liable therefor at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on the \$15,150,000 Mississippi Development Bank Special Obligation Bonds, Series 2020 (Hattiesburg, Mississippi General Obligation Bond Project) (the "**Bank Bonds**"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank and Hancock Whitney Bank, Jackson, Mississippi, as trustee (the "**Trustee**"), dated _____, 2020 (the "**Indenture**") when due whether upon a scheduled interest payment date, at maturity or by mandatory redemption or optional redemption.

Reference is hereby made to the Bond Resolution and to all amendments and supplements thereto for the provisions, among others, with respect to the nature and extent of the security for the Bondholder, the rights, duties and obligations of the City and the Bondholder and the terms upon which the City Bond is or may be issued and secured.

The City and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

The City Bond is a general obligation of the City and shall be payable as to principal of, premium, if any, and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of, premium, if any, and interest on the City Bond as the same becomes due; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of

the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the City Bond as the same falls due. The avails of said tax are irrevocably pledged by the City under the Bond Resolution for the payment of the principal of, premium, if any, and interest on the City Bond as the same shall mature and accrue. Should there be a failure in any year to comply with the requirements, such failure shall not impair the right of the holder of the City Bond in any subsequent year to have adequate taxes levied and collected to meet the obligations of the City Bond, as to principal of, premium, if any, and interest.

This City Bond is the only evidence of indebtedness issued and outstanding under the Bond Resolution. This City Bond has been purchased by the Mississippi Development Bank and has been assigned to the Trustee under the Indenture. This City Bond is registered in the name of the Trustee and is non-transferrable except as provided in the Indenture.

The City and the Trustee may deem and treat the person in whose name this City Bond is registered as the absolute owner hereof, whether this City Bond shall be overdue or not, for the purpose of receiving payment of the principal of, redemption premium, if any, and interest on this City Bond and for all other purposes. All such payments so made to the registered owner shall be valid and effectual to satisfy and discharge the liability upon this City Bond to the extent of the sum or sums or paid, and neither the City nor the Trustee shall be affected by any notice to the contrary.

Upon a default in payment under this City Bond, the Trustee may, as provided in the Indenture and the Bond Resolution, declare the principal of and accrued interest on this City Bond to be due and payable immediately.

This City Bond shall only be redeemed under the Bond Resolution to the extent and in the manner required to redeem the Bank Bonds pursuant to the provisions of the Indenture.

Modifications or alterations of the Bond Resolution may be made only to the extent and under the circumstances permitted by the Indenture.

This City Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

Capitalized terms used herein, but not defined herein, shall have the meanings given to such terms in the Bond Resolution and the Indenture.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the City Bond, in order to make the same legal and binding general obligation of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this

City Bond, including principal, premium, if any, and interest, the full faith and credit of the City are hereby irrevocably pledged.

IN WITNESS WHEREOF, the City has caused this City Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the City Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, on this the ____ day of ____, 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Mayor

COUNTERSIGNED:

City Clerk
(SEAL)

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This City Bond is the City Bond described in the within mentioned Bond Resolution and is the General Obligation Bond, Series 2020, of the City of Hattiesburg, Mississippi.

HANCOCK WHITNEY BANK,
as Transfer Agent

BY: _____
Authorized Signatory

Date of Registration and Authentication: ____, 2020

REGISTRATION AND VALIDATION CERTIFICATE

**STATE OF MISSISSIPPI
COUNTY OF FORREST
CITY OF HATTIESBURG**

I, the undersigned City Clerk of the City of Hattiesburg, Mississippi, do hereby certify that the within City Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Forrest County, Mississippi, rendered on the __ day of _____, 2020.

City Clerk

(SEAL)

[END OF CITY BOND FORM]

SECTION 7. In case the City Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new City Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated City Bond, or in lieu of and in substitution for such City Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a City Bond stolen, destroyed or lost, his filing with the City or Transfer Agent evidence satisfactory to them that the City Bond was stolen, destroyed or lost, and of its ownership thereof, and furnishing the City or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

SECTION 8. This City Bond shall be a general obligation of the City and the City hereby irrevocably pledges its full faith, credit and taxing power for the purpose of effectuating and providing for the payment of the principal of, premium, if any, and interest on the City Bond as the same shall respectively mature and accrue. For the purpose of effectuating and providing for the payment of the principal of and interest on the City Bond as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of, premium, if any, and the interest on the City Bond and any additional obligations of the City under the Indenture; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the 2020 Bond Fund of the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. Said tax, if necessary, shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of, premium, if any, and interest on the City Bond and any additional obligations of the City as aforesaid as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owner of the City Bond in any subsequent year to have adequate taxes levied and collected to meet the all of the aforesaid obligations of the City Bond.

SECTION 9. Only if the City Bond shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall the City Bond be entitled to the rights, benefits and security of this Bond Resolution. The City Bond shall not be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the

Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Transfer Agent's certificate of registration and authentication on the City Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent, but it shall not be necessary that the same officer sign said certificate on the City Bond that may be issued hereunder at any one time.

SECTION 10. Ownership of the City Bond shall be in the Bank or its assignee. The Person in whose name the City Bond shall be registered in the records of the City maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on the City Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the City Bond to the extent of the sum or sums so paid.

SECTION 11. The City Bond shall be transferable only as provided in the Indenture. Upon the transfer of the City Bond, the City, acting through its Transfer Agent, shall issue in the name of the transferee a new City Bond of the same aggregate principal amount and maturity and rate of interest as the surrendered City Bond.

SECTION 12. (a) The City hereby establishes the 2020 Bond Fund which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the City Bond, and the payment of Agents' fees in connection therewith. There shall be deposited into the 2020 Bond Fund as and when received:

(i) The avails of any of the ad valorem taxes levied and collected pursuant to Section 8 hereof;

(ii) Any income received from investment of monies in the 2020 Bond Fund;
and

(iii) Any other funds available to the City which may be lawfully used for payment of the principal of, premium, if any, and interest on the City Bond or for other obligations of the City which may be due under the Indenture, and which the Governing Body, in its discretion, may direct to be deposited into the 2020 Bond Fund.

(b) As long as any principal of, premium, if any, and interest on the City Bond or the Bank Bonds remain outstanding and/or other obligations of the City remain outstanding under the Indenture, the Clerk is hereby irrevocably authorized and directed to withdraw from the 2020 Bond Fund sufficient monies to make the payments necessary (the "**Payments**") to pay (i) the principal of, premium, if any, and interest coming due on the Bank Bonds, and (ii) any additional Payments necessary and required as obligations of the City under the Indenture, and to transfer same to the account of the Trustee in time to reach the Trustee at least five (5) days prior to the date on which said interest or principal and interest or premium, if any, on the Bank Bonds shall become due. The Trustee shall deposit all Payments received in the General Account of the General Fund of the Indenture, or such other fund or account in the Indenture as so directed in the Indenture.

SECTION 13. (a) The City hereby establishes the 2020 Construction Fund which shall be maintained with a qualified depository. The principal proceeds received upon the sale of the City Bond shall be deposited in the 2020 Construction Fund. Any income received from investment of monies in the 2020 Construction Fund shall be deposited in the 2020 Construction Fund and shall be used for the cost of the Construction Project and, if necessary, shall be deposited in the 2020 Bond Fund for the payment of debt service on the City Bond. From the 2020 Construction Fund there shall be held and disbursed moneys for the acquisition and construction of the Construction Project, as authorized by the Act. Any amounts which remain in the 2020 Construction Fund after the completion of the Construction Project shall be transferred to the 2020 Bond Fund and used as permitted under State law.

(b) Funds on deposit in the 2020 Construction Fund may be invested in Investment Securities, as defined in the Indenture, to the extent they are authorized by the Bank Act and applicable provisions of State law.

SECTION 14. (a) Payment of principal on the City Bond shall be made at the principal office of the Paying Agent; provided, however, the final payment of principal shall be made upon the presentation and surrender of the City Bond at the principal office of the Paying Agent, to the Record Date Registered Owner thereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date.

(b) Payment of each installment of interest on the City Bond shall be made to the Record Date Registered Owner thereof whose name shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of such City Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Principal of and interest on the City Bond shall be paid by check or draft mailed on an Interest Payment Date to the Registered Owner at the addresses appearing in the registration records of the Transfer Agent. Any such address may be changed by written notice from the Registered Owner to the Transfer Agent by certified mail, return receipt requested, or such other method and at the times as may be subsequently prescribed by the Transfer Agent.

SECTION 15. The City Bond shall be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the City Bond and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings.

SECTION 16. The City covenants to comply, if applicable, with each requirement of the Code and the regulations promulgated thereunder necessary to maintain the exclusion of interest on the Bank Bonds from gross income for federal income tax purposes, and in furtherance thereof, to comply, if applicable, with a certificate of the City to be executed and delivered concurrently with the issuance of the City Bond and the Bank Bonds, or such other covenants as may, from time to time, be required to be complied with in order to maintain the exclusion of interest on the Bank Bonds from gross income for federal income tax purposes, if applicable. The City shall not use or permit the use of any of the proceeds of the City Bond or the Bank Bonds, or any other funds of the City, directly or indirectly, to acquire any securities,

obligations or other investment property, and shall not take or permit to be taken any other action or actions, which would cause any Bank Bond to be an "arbitrage bond" as defined in Section 148 of the Code, if and as applicable. Notwithstanding any other provisions to the contrary, so long as necessary in order to maintain the exclusion of interest on the Bank Bonds from gross income for federal income tax purposes under the Code, if applicable, the covenants contained in this Section 16 shall survive the payment of the City Bond and the Bank Bonds and the interest thereon, including any payment or defeasance thereof.

SECTION 17. The City represents as follows:

- (a) The City shall take no action that would cause the Bank Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code;
- (b) The City shall take all necessary action to have the Bank Bonds registered within the meaning of Section 149(a) of the Code; and
- (c) The City will not employ any device or abusive transaction with respect to the investment of the proceeds of the Bank Bonds and, to the extent necessary, the City Bond.

SECTION 18. The City hereby covenants that, if applicable, in connection with the Bank Bonds it shall make, or cause to be timely made to the United States of America, any rebate payment required by Section 148(f) of the Code and the regulations promulgated thereunder and to that end, will enter into the Arbitrage Rebate Agreement (as defined in the Indenture) with the Bank and the Trustee. The Mayor, the Clerk and/or an Authorized Officer are each hereby authorized to execute the Arbitrage Rebate Agreement in order to comply with Section 148 of the Code and the applicable regulations thereunder. The Mayor, the Clerk and/or an Authorized Officer are each hereby authorized to sign and file or cause to be filed a completed I.R.S. Form 8038-G "Information Return for Governmental Obligations" if required by Section 149(e) of the Code.

SECTION 19. The City Bond shall be sold to the Bank based on the terms and conditions of the sale of the Bank Bonds by the Bank to the Underwriter of the Bank Bonds.

SECTION 20. Pursuant to SEC Rule 15c2-12(b)(5) (the "**Rule**"), the City, as an "obligated person" under the Rule, covenants and agrees to enter into the Continuing Disclosure Certificate, setting forth the City's agreement with regard to continuing disclosure and to comply with the covenants set forth therein and carry out all of the provisions of the Continuing Disclosure Certificate. In the event the City fails to comply with the provisions of the Continuing Disclosure Certificate, the beneficial owners of the Bank Bonds may take such actions as may be necessary and appropriate, including mandamus or specific performance by court order, to cause the City to comply with its obligations set forth in the Continuing Disclosure Certificate and this Section 20.

SECTION 21. The City may issue refunding bonds, in one or more series, with the consent of the Bank pursuant to a supplement to this Bond Resolution or a separate resolution to provide funds for the refunding of all or a portion of the City Bond so long as: (a) no default has occurred and is continuing under this Bond Resolution or the Indenture; and (b) there shall have been filed with the City and the Trustee an opinion of Bond Counsel that the exclusion from

gross income for federal income tax purposes of interest on the Bank Bonds then outstanding under the Indenture shall not be adversely affected, if applicable.

Such refunding bonds shall be appropriately designated, shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate then permitted by law, shall be numbered, shall have such paying agents and shall have such maturities and redemption provisions, all as may be provided in the supplement to this Bond Resolution or separate resolution of the Governing Body authorizing the issuance of such refunding bonds.

It is intended that this Section 21 allow for the provision of refunding bonds commensurate with the ability of the Bank to issue its refunding bonds as provided in Section 2.5 of the Indenture.

SECTION 22. (a) The Bank and the City, without the consent of the owners of any of the Bank Bonds outstanding under the Indenture, may enter into supplements to this Bond Resolution which shall not be inconsistent with the terms and provisions hereof for any of the purposes heretofore specifically authorized in this Bond Resolution or the Indenture, and in addition thereto for the following purposes:

- (i) To cure any ambiguity or formal defect or omission in the Indenture;
- (ii) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of the Outstanding City Bond and does not require unanimous consent of the Bondholders pursuant to Section 12.2 of the Indenture;
- (iii) To subject to the Indenture additional Revenues, properties or collateral;
- (iv) To modify, amend or supplement the Indenture or any indenture supplemental thereto in such manner as to permit the qualification thereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect, or to preserve the status of the interest on any Bank Bonds as exempt from inclusion in gross income of the holders thereof for federal tax purposes, or to permit the qualification of the Bank Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if they so determine, to add to the Indenture or any indenture supplemental thereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;
- (v) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee under the Indenture or the succession of a new registrar and/or paying agent; and
- (vi) In connection with issuance of refunding bonds.

(b) The provisions of this Bond Resolution may be amended in any particular with the written consent of the Bank and the owners of not less than a majority of the aggregate principal amount of Bank Bonds then outstanding; provided, however, that no such amendment may be adopted which decreases the percentage of owners of Bank Bonds required to approve any amendment, or which permits a change in the date of payment of the principal of or interest on any Bank Bonds or of any redemption price thereof or the rate of interest thereon.

(c) If at any time the Bank and the City shall request the Trustee to consent to a proposed amendment for any of the purposes of this Section 22, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such proposed amendment to be given in the manner required by the Indenture to redeem Bank Bonds. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all holders of Bank Bonds. If, within 60 days or such longer period as shall be prescribed by the Bank following such notice, the owners of not less than a majority in aggregate principal amount of the Bank Bonds outstanding at the time of the execution of any such proposed amendment shall have consented to and approved the execution thereof as herein provided, no owner of any Bank Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee, the City or the Bank from executing or approving the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such proposed amendment as in this Section permitted and provided, this Bond Resolution shall be and be deemed to be modified and amended in accordance therewith.

(d) Copies of any such supplement or amendment shall be filed with the Trustee and delivered to the Bank and the City before such supplement or amendment may become effective.

SECTION 23. The Mayor, the Clerk and an Authorized Officer of the Governing Body are authorized to execute and deliver such resolutions, agreements, certificates and other documents as our required for the sale, issuance and delivery of the City Bond.

SECTION 24. The Indenture, in the form submitted to this meeting, is hereby made a part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially the form attached as **EXHIBIT A** (with such completions, changes, insertions and modifications as may be approved by such officers, said execution being conclusive evidence of such approval). The Mayor, the Clerk and an Authorized Officer of the Governing Body are hereby authorized to approve such additional changes as may be requested by the Bank. The Governing Body hereby approves and acknowledges the Indenture and the terms and provisions thereof and recognizes that may items governing the terms and conditions of the City Bond are based upon terms, limitations and conditions provided in the Indenture.

SECTION 25. The City Bond Purchase Agreement, in the form submitted to this meeting, is hereby made a part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially the form as provided in **EXHIBIT B** hereto. The Mayor, the Clerk and an Authorized Officer of the Governing Body are hereby

authorized and directed to execute and deliver the City Bond Purchase Agreement with such changes, insertions and omissions as may be approved by such officers.

SECTION 26. The City deems it most advantageous to authorize the Municipal Advisor, to negotiate for the sale of the Bank Bonds with the Underwriter and to approve the form of the Bond Purchase Agreement for the sale of the Bank Bonds to the Bank and the City, for approval at a subsequent date to be determined by the Municipal Advisor to be the most financially advantageous to the City and the Bank and hereby gives authority to the Mayor, the Clerk and an Authorized Officer of the Governing Body to approve the sale of the Bank Bonds, including the execution of the Bond Purchase Agreement as evidence thereof, for and on behalf of the City, subject to the following conditions: (1) compliance of the City and the Bank with the provisions of the Act regarding the issuance of the City Bond and the Bank Bonds; (2) a total amount of Bank Bonds not to exceed a total aggregate principal amount of \$15,150,000; (3) the Bank Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum; (4) approval by the City and the Bank of the Bond Purchase Agreement for the sale of the Bonds evidenced by the execution of the Bond Purchase Agreement; (5) maturity schedule for the Bank Bonds of not to exceed thirty (30) years; and (6) terms and provisions of the Bank Bonds in compliance with the Act.

SECTION 27. (a) The forms of the Preliminary Official Statement and the Bond Purchase Agreement as submitted to this meeting and made a part of this resolution as though set forth in full herein shall be, and the same hereby are, approved in substantially said forms. The Mayor, the Clerk and an Authorized Officer of the Governing Body are hereby authorized and directed to execute and deliver the Preliminary Official Statement and Bond Purchase Agreement with such changes, insertions and omissions as may be approved by such officer, said execution being conclusive evidence of such approval. The Preliminary Official Statement is hereby "deemed final" by the City as described in the Rule. The Mayor, the Clerk and an Authorized Officer of the Governing Body are hereby authorized and directed to execute and deliver the Official Statement in connection with the Bank Bonds with such changes from the Preliminary Official Statement as he/she may approve. Said Preliminary Official Statement and Bond Purchase Agreement are attached hereto as **EXHIBIT C** and **EXHIBIT D**, respectively.

(b) If in the opinion of the Bond Counsel, the Underwriter and the Municipal Advisor, a supplement or amendment to the Preliminary Official Statement and/or Official Statement is necessary to provide proper disclosure for the Bank Bonds, the Governing Body of the City hereby authorizes (a) Bond Counsel to prepare and distribute such supplement or amendment to the Preliminary Official Statement and/or the Official Statement in a form and in a manner approved by the Underwriter, and (b) the Underwriter to provide distribution of such supplement or amendment to the Preliminary Official Statement and/or Official Statement, as the case may be, in connection with the sale of the Bank Bonds, with the distribution of such supplement or amendment being conclusive evidence of the approval of the Governing Body.

(c) The Continuing Disclosure Certificate, in the form attached to the Preliminary Official Statement as submitted to this meeting, is hereby made part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to execute and deliver the Continuing Disclosure Certificate with such changes, insertions and

omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

(d) The City hereby authorizes Bond Counsel, the Underwriter and Municipal Advisor to prepare and distribute any notices and/or filings necessary to provide certain financial information and operating data to the Municipal Securities Rulemaking Board (the "**MSRB**") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("**EMMA**"), in the electronic format then prescribed by the Securities and Exchange Commission pursuant to the Rule as required by the Rule, including but not limited to a Notice of Past Filing Failures.

SECTION 28. The Governing Body hereby appoints the Trustee for the Bank Bonds under the Indenture.

SECTION 29. The Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the payment by the Trustee for the Bank Bonds on the closing date of the Bank Bonds the costs of issuance of said Bank Bonds and cost of issuance for the City Bond of the City; provided, however, total costs of issuance for said Bank Bonds and the City Bond shall not exceed five (5%) percent of the par amount of the Bank Bonds (excluding Underwriters' discount and any premiums for municipal bond insurance, if applicable).

SECTION 30. Upon receiving the recommendation of the Municipal Advisor and Bond Counsel, the Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to make all final determinations necessary to prepare the Indenture, the sale of the Bank Bonds, including the date of sale, the dated date of the Bank Bonds, the final principal amount of the Bank Bonds, the maturity schedule relating to the Bank Bonds, the redemption terms of the Bank Bonds and any other terms thereof; provided, however, that all such determinations shall be made subject to approval by the Bank, to be evidenced by the execution of the Bond Purchase Agreement for the sale of the Bank Bonds.

SECTION 31. The Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to execute and deliver any additional documents, agreements, instruments, requisitions and certificates, which are required in connection with the sale and issuance of the Bank Bonds and the City Bond, including the approval of the final Official Statement in connection with the Bank Bonds. Notwithstanding any other provision herein or in any attachments hereto, the Governing Body further authorizes any necessary changes to the name or title or series designation of the Bank Bonds or the City Bond and corresponding changes to any of the related documents approved hereby if it is determined, after consultation with the Municipal Advisor, that it is in the best interest of the City for the Bank Bonds to be issued at a later date or in one or more tax-exempt or taxable series, as municipal bond market conditions may dictate.

SECTION 32. Prior to their delivery, the City Bond shall be validated pursuant to Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended, by the Chancery Court of Forrest County, Mississippi.

SECTION 33. Upon the recommendation of the Municipal Advisor, the Mayor, the Clerk and an Authorized Officer are hereby authorized to apply for, execute and deliver, a commitment for the provision of municipal bond insurance and any additional documents and certificates which are required by any provider of such municipal bond insurance selected to provide credit enhancement in connection with the issuance of the Bank Bonds. Such insurer shall be selected by the Bank and the City following negotiations with perspective insurers by the Municipal Advisor. Any changes, insertions and omissions as may be required by the provider of the municipal bond insurance to the Indenture, the City Bond, the Bank Bonds, and the Preliminary Official Statement are to be approved by the City and the Bank, and the execution of the commitment for said municipal bond insurance being conclusive evidence of such approval. Payment of the premiums, if applicable, for such municipal bond insurance out of the proceeds of the Bank Bonds is hereby approved. The Mayor, the Clerk and an Authorized Officer are hereby authorized to execute, if applicable, the commitment for municipal bond insurance on behalf of the Bank and/or the City.

SECTION 34. The Mayor and other representatives, employees and/or members of the Governing Body of the City, as selected by the Mayor, including the City's counsel, are hereby authorized to participate and attend any rating presentation and/or meeting in connection with the issuance of the Bank Bonds and the City Bond. The payment of travel expenses, if applicable, for such rating presentation or rating meeting is hereby approved.

SECTION 35. The Mayor, the Clerk and an Authorized Officer are authorized to execute and deliver such resolutions, agreements, certificates and other documents as are required for the sale, issuance and delivery of the City Bond. The Governing Body further authorizes Bond Counsel, City Counsel and the Municipal Advisor, to prepare and distribute all necessary documents and to do all things required in order to negotiate the sale of the Bank Bonds and to effectuate the sale and issuance of the City Bond and the Bank Bonds.

SECTION 36. The Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to make all final determinations necessary in connection with the City Bond and the Bank Bonds including, but not limited to, the final principal amount of the City Bond and the Bank Bonds, the maturity schedule relating to the City Bond and the Bank Bonds, the redemption terms of the City Bond and the Bank Bonds, the dated date and payment dates of the City Bond and the Bank Bonds, the interest rate or rates to be borne by the City Bond and the Bank Bonds, and the price to be paid for the City Bond and the Bank Bonds, subject to the provisions of the Act and this Bond Resolution.

SECTION 37. If the Municipal Advisor deems that due to the character of the Bank Bonds, the complexity of structuring the Bank Bonds and the prevailing market conditions, it is in the best interest of the Bank to sell the Bank Bonds at a private negotiated sale more as authorized by the Act (the “**Private Placement Transaction**”), the Governing Body hereby approves the sale of the Bank Bonds to a lender or purchaser (subject to the conditions provided herein for a public sale) pursuant to a Private Placement Transaction, and authorizes Raymond James & Associates, Inc., Memphis, Tennessee, to act as placement agent in connection with the Private Placement Transaction. The Governing Body hereby authorizes the Mayor, the Clerk and/or an Authorized Officer to execute a private placement agreement, by and among the Bank, the City and Raymond James & Associates, Inc., Memphis, Tennessee, in its role as placement

agent for the Bank Bonds (in such capacity, the “**Placement Agent**”) (the “**Placement Agreement**”) and any term sheet from the purchaser or lender of the Bank Bonds (the “**Term Sheet**”), if applicable. The Placement Agreement, in the form submitted to this meeting, is hereby made a part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially the form as provided in **EXHIBIT E** hereto.

SECTION 38. The Governing Body hereby approves and authorizes Butler Snow, LLP, to prepare and distribute any and all documents necessary in order to facilitate the sale and issuance of the Bank Bonds pursuant to a Private Placement Transaction.

SECTION 39. If the Bank Bonds are sold pursuant to a Private Placement Transaction, the City Bond shall be sold to the Bank based on the terms and conditions of the issuance of the Bank Bonds by the Bank as evidenced by the execution of the Placement Agreement and/or the Term Sheet, as applicable.

SECTION 40. If the Bank Bonds are sold pursuant to a Private Placement Transaction, the lender or purchaser of the Bank Bonds shall be required to execute a certification at closing to the effect that the Bank Bonds are being purchased for the account of the lender or the purchaser without the present intent to distribute. Based on the foregoing, the Bank Bonds will be exempt from the continuing disclosure requirements of Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “**Rule**”). The City hereby authorizes on the closing date in connection with the City Bond, the disclosure of any applicable terms of the City Bond, if material, and if required by the Rule to the Municipal Securities Rulemaking Board (the “**MSRB**”). As of the date hereof, the MSRB’s required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system, which is currently available at <http://emma.msrb.org>.

SECTION 41. If the Bank Bonds are sold pursuant to a Private Placement Transaction, the Governing Body hereby approves any changes, insertions and omissions as may be required by the lender and/or purchaser of the Bank Bonds to the Indenture, the City Bond and the Bank Bonds, and the execution of the Placement Agreement and/or Term Sheet being conclusive evidence of such approval.

SECTION 42. If any one or more of the provisions of this Bond Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Bond Resolution, but this Bond Resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 43. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of July, 2020.

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 7th day of July, 2020.

CITY CLERK

MAYOR

(SEAL)

EXHIBIT A
FORM OF THE INDENTURE

EXHIBIT B

FORM OF CITY BOND PURCHASE AGREEMENT

EXHIBIT C

FORM OF PRELIMINARY OFFICIAL STATEMENT

EXHIBIT D

**FORM OF MISSISSIPPI DEVELOPMENT BANK
BOND PURCHASE AGREEMENT**

EXHIBIT E
FORM OF PLACEMENT AGREEMENT

INDENTURE OF TRUST

BY AND BETWEEN

MISSISSIPPI DEVELOPMENT BANK

AND

**HANCOCK WHITNEY BANK,
AS TRUSTEE**

DATED AS OF _____, 2020

RE:

**MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2020
(HATTIESBURG, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)**

TABLE OF CONTENTS

Page

ARTICLE 1

DEFINITIONS AND RULES OF INTERPRETATION

1.1	Definitions	2
1.2	Rules of Interpretation	10

ARTICLE 2

AUTHORIZATION AND ISSUANCE OF BONDS

2.1	Authorization and Issuance of Series 2020 Bonds	10
2.2	Purpose and Disposition of Series 2020 Bonds.....	11
2.3	General Description of the Series 2020 Bonds.....	11
2.4	Provisions for Issuance of Bonds	12
2.5	Provisions for Issuance of Refunding Bonds.....	13
2.6	Form of Bonds	13
2.7	Book-Entry Only System.....	21
2.8	Successor Securities Depository; Transfers Outside Book-Entry Only System	22
2.9	Payments.....	22

ARTICLE 3

GENERAL TERMS AND PROVISIONS OF BONDS

3.1	Medium, Form and Place of Payment	23
3.2	Legends.....	23
3.3	Execution	23
3.4	Authentication.....	23
3.5	Mutilated, Lost, Stolen or Destroyed Bonds	24
3.6	Registration, Transfer and Exchange of Bonds; Persons Treated as Owners.....	24
3.7	Destruction of Bonds	25
3.8	Nonpresentment of Bonds	25
3.9	Other Obligations Payable from Revenues.....	25
3.10	Temporary Bonds	25
3.11	Limitations on Obligations of Bank	26

3.12	Immunity of Officers and Directors	27
------	--	----

ARTICLE 4

REDEMPTION OF BONDS PRIOR TO MATURITY

4.1	Redemption and Redemption Prices and Terms for Series 2020 Bonds.	27
4.2	Redemption at the Election or Direction of the Bank.....	28
4.3	Selection of Series 2020 Bonds to be Redeemed.	28
4.4	Redemption Payments.	29
4.5	Notice of Redemption.....	29
4.6	Cancellation.	29

ARTICLE 5

GENERAL COVENANTS

5.1	Payment of Principal and Interest.....	29
5.2	Performance of Covenants; Bank	29
5.3	Instruments of Further Assurance.....	30
5.4	[RESERVED].....	30
5.5	Covenants Concerning Program.	30
5.6	Possession and Inspection of City Bond.....	30
5.7	Accounts and Reports	30
5.8	Bank Covenants with Respect to City Bond.....	31
5.9	[RESERVED]	31
5.10	Monitoring Investments.....	31
5.11	[RESERVED]	31
5.12	[RESERVED]	31
5.13	Covenants Concerning Preservation of Tax Exemption.....	31

ARTICLE 6

REVENUES AND FUNDS

6.1	Source of Payment of Bonds	32
6.2	Creation of Funds	32
6.3	Deposit of Net Proceeds of Bonds.....	32
6.4	Deposit of Revenues and Other Receipts	32

6.5	Operation of General Account.....	32
6.6	Operation of the Redemption Account.....	33
6.7	Operation of the Purchase Account.....	33
6.8	[RESERVED].....	34
6.9	[RESERVED].....	34
6.10	Operation of Bond Issuance Expense Account.....	34
6.11	Operation of the Rebate Fund.....	34
6.12	Moneys to be Held in Trust.....	35
6.13	Amounts Remaining in Funds or Accounts.....	35
6.14	Certain Verifications.....	35

ARTICLE 7

PURCHASE OF CITY BOND

7.1	Terms and Conditions of Purchase.....	36
7.2	Purchases.....	36
7.3	Retention and Inspection of Documents.....	36
7.4	Report.....	37

ARTICLE 8

INVESTMENT OF MONEYS

8.1	General Provisions.....	37
8.2	Arbitrage Restrictions; Series 2020 Bonds to Remain Tax Exempt.....	38
8.3	Valuation of Investments.....	38

ARTICLE 9

DISCHARGE OF INDENTURE

ARTICLE 10

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

10.1	Defaults; Events of Default.....	41
10.2	Remedies: Rights of Bondholders.....	42
10.3	Rights of Bondholders to Direct Proceedings.....	43
10.4	Appointment of Receivers.....	43
10.5	Application of Moneys.....	43

10.6	Remedies Vested in the Trustee	44
10.7	Rights and Remedies of Bondholders.....	44
10.8	Termination of Proceedings.....	45
10.9	Waivers of Events of Default	45
10.10	Notice of Defaults under Section 10.1(d) or (e); Opportunity of the Bank to Cure Such Defaults	46

ARTICLE 11

TRUSTEE

11.1	Acceptance of the Trusts	46
11.2	Fees, Charges and Expenses of the Trustee.....	48
11.3	Intervention by the Trustee	49
11.4	Successor Trustee	49
11.5	Resignation by the Trustee	49
11.6	Removal of the Trustee.....	49
11.7	Appointment of Successor Trustee by the Bondholders; Temporary Trustee.....	49
11.8	Concerning Any Successor Trustee.....	50
11.9	Indemnification.....	50
11.10	Successor Trustee as Trustee of Funds, Paying Agent and Registrar.....	51

ARTICLE 12

SUPPLEMENTAL INDENTURES

12.1	Supplemental Indentures not Requiring Consent of Bondholders	51
12.2	Supplemental Indentures Requiring Consent of Bondholders.....	52

ARTICLE 13

[INSERT ANY BOND INSURANCE PROVISIONS]

ARTICLE 14

[RESERVED]

ARTICLE 15

MISCELLANEOUS

15.1	Consents, Etc., of Bondholders.....	53
------	-------------------------------------	----

15.2	Limitation of Rights.....	53
15.3	Severability	54
15.4	Notices	54
15.5	Trustee as Paying Agent and Registrar.....	54
15.6	Payments Due on Saturdays, Sundays and Holidays.....	54
15.7	Counterparts.....	54
15.8	Receipt of Money or Revenues by Trustee.....	54
15.9	Applicable Provisions of Law	54
EXHIBIT A – FORM OF CITY BOND		

INDENTURE OF TRUST

This **INDENTURE OF TRUST** is dated as of _____, 2020, by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic, of the State of Mississippi (the "**State**") exercising essential public functions (the "**Bank**"), organized under the provisions of Mississippi Code of 1972, Sections 31-25-1 *et seq.* (as from time to time amended, the "**Bank Act**") and **HANCOCK WHITNEY BANK**, a state banking association duly organized, existing and authorized to accept and execute trusts of the character herein with its principal corporate trust office in Jackson, Mississippi, as Trustee (the "**Trustee**").

WITNESSETH:

WHEREAS, the Bank is authorized and empowered by the provisions of the Bank Act to issue bonds for the purpose of buying Securities of Local Governmental Units (all as defined in the Bank Act); and

WHEREAS, the execution and delivery of this Indenture of Trust (this "**Indenture**") has been in all respects duly and validly authorized by a resolution duly passed and approved by the Board of the Bank.

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

GRANTING CLAUSES

The Bank, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds (as hereinafter defined) by the owners thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the Bank of all covenants expressed or implied herein and in the Bonds, does hereby grant, transfer, bargain, sell, convey, mortgage, assign and pledge, and grant a security interest in the rights, interests, properties, monies and other assets described in the following Granting Clauses to the Trustee and its successors in trust and assigns forever (collectively, the "**Trust Estate**"), for the securing of the performance of the obligations of the Bank hereinafter set forth, such grant, transfer, bargaining, sale, conveyance, mortgage, assignment, pledge and security interest, as described in the following Granting Clauses.

GRANTING CLAUSE FIRST

All cash and securities now or hereafter held in the Funds (as hereinafter defined) and Accounts (as hereinafter defined) created or established under this Indenture (other than the Rebate Fund) and the investment earnings thereon (other than the Rebate Fund) and all proceeds thereof (except to the extent in the Rebate Fund or any amounts which are transferred from such Funds and Accounts from time to time in accordance with this Indenture).

GRANTING CLAUSE SECOND

The City Bond (as hereinafter defined) acquired and held by the Trustee pursuant to this Indenture, all the payments thereunder, including Additional Payments as defined herein, due under the City Bond Resolution, all the earnings thereon and all proceeds thereof.

GRANTING CLAUSE THIRD

All funds, accounts and moneys hereinafter pledged to the Trustee as security by the Bank to the extent of that pledge.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds except as otherwise expressly provided herein;

PROVIDED HOWEVER, that if the Bank shall pay or cause to be paid, or there shall otherwise be paid or made provision for payment of, the principal of and interest on the Bonds due or to become due thereon, at the times and in the manner mentioned in the Bonds, and shall pay or cause to be paid or there shall otherwise be paid or made provision for payment to the Trustee of all sums of money due or to become due according to the provisions hereof and shall otherwise comply with Article IX hereof, then this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture to be and remain in full force and effect.

THIS INDENTURE OF TRUST FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered, and all said property, rights and interests, including, without limitation, the amounts hereby assigned and pledged, are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the Bank has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners, from time to time, of the Bonds, or any part thereof, as follows (subject, however, to the provisions of Sections 3.11 and 3.12 hereof):

ARTICLE 1

DEFINITIONS AND RULES OF INTERPRETATION

1.1 Definitions. The following words and phrases shall have the following meanings unless the context otherwise requires:

"Accounts" means the accounts created pursuant to Article VI hereof.

"Act" means together the Bank Act and the City Bond Act.

"Additional Payments" means such Additional Payments as required by this Indenture, which include, each and all of the following, to be paid by the City under the City Bond Resolution:

(a) all Costs of Issuance to the extent not paid from the proceeds of the Series 2020 Bonds;

(b) to or upon the order of the Trustee, upon demand, all fees of the Trustee for services rendered under the Indenture and all fees and charges of the paying agent, registrars, legal counsel, accountants, engineers, public agencies and others incurred in the performance on request of the Trustee of services required under the Indenture for which the Trustee and such other persons are entitled to payment or reimbursement; provided that after payment in full thereof the City may, without creating a default hereunder, contest in good faith the necessity or reasonableness of any such services, fees or expenses other than the Trustee's fees for ordinary services as set forth in the Indenture, paying agency fees and any fees or charges of public agencies;

(c) to the Bank and the Trustee, all other reasonable expenses incurred by the Bank and the Trustee in relation to the Construction Project under the City Bond Resolution which are not otherwise required to be paid by the City under the terms of the City Bond Resolution and all indemnity payments required to be made under Section 11.9 hereof; and

(d) any and all out-of-pocket costs and expenses (including, without limitation, the reasonable fees and expenses of any counsel, accountants, appraisers or other professionals) incurred by the Trustee or the Bank at any time, in connection with (i) the preparation, negotiation and execution of this Indenture, the City Bond, the City Bond Resolution and all other Related Documents, any amendment of or modification of this Indenture, the City Bond, the City Bond Resolution or the other Related Documents (including in connection with any sale, transfer, or attempted sale or transfer of any interest herein to a participant or assignee); (ii) any litigation, contest, dispute, suit, proceeding or action, whether instituted by the Bank, the Trustee, the City or any other person in any way relating to the Construction Project, the City Bond, the City Bond Resolution, the other Related Documents, or the City's affairs; (iii) any attempt to enforce any rights of the Trustee or the Bank against the City or any other person which may be obligated to the Trustee and/or Bank by virtue of the City Bond, the City Bond Resolution, the other Related Documents or any other Construction Project related document; (iv) any action to protect, collect, sell, liquidate or otherwise dispose of the Construction Project; and (v) performing any of the obligations relating to or payment of any obligations of the City hereunder in accordance with the terms hereof or any other Bond Document.

"Arbitrage Rebate Agreement" means the Tax Regulatory Agreement and Arbitrage Certificate among the Bank and the City, dated _____, 2020, in connection with the Series 2020 Bonds.

"Authorized Officer" means the President, Vice President, Executive Director, Secretary or Assistant Secretary of the Bank or such other person or persons who are duly authorized to act on behalf of the Bank.

"Bank" means the Mississippi Development Bank, a body corporate and politic exercising essential public functions, or any successor to its functions organized under the Bank Act.

"Bank Act" means the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended or supplemented from time to time.

"Bankruptcy Code" means the 11 U.S.C. Sections 101 *et seq.*, as amended or supplemented from time to time.

"Beneficial Owner" means, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a DTC participant on the records of such DTC participant, or such person's subrogee.

"Bond Counsel" means an attorney or firm of attorneys approved by the City and the Bank nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government bonds from gross income under federal tax law, including particularly compliance with Section 148(f) of the Code. Butler Snow LLP, Ridgeland, Mississippi, is serving as Bond Counsel in connection with the sale and issuance of the Series 2020 Bonds.

"Bond Issuance Expense Account" means the account by that name created by Section 6.2 hereof.

"Bond Purchase Agreement" means that certain Bond Purchase Agreement, dated _____, 2020, by and among the Bank, the Underwriter and the City in connection with the issuance and sale of the Series 2020 Bonds.

"Bond Register" means the registration records of the Bank kept by the Trustee to evidence the registration and transfer of the Bonds.

"Bondholder" or "holder of Bonds" or "owner of Bonds" or any similar term means the Registered Owner of any Bond.

"Bonds" means the Series 2020 Bonds and any Refunding Bonds issued pursuant to this Indenture.

"Business Day" means any day, other than a Saturday or Sunday, on which the Trustee or the City Hall of the City is not closed and on which the payment system of the Federal Reserve System, is operational.

"Capitalized Interest Account" means the account by that name created by Section 6.2 hereof.

"City" shall mean the City of Hattiesburg, Mississippi, a "local governmental unit" under the Bank Act.

"City Bond" means the \$15,150,000 General Obligation Bond, Series 2020, issued by the City pursuant to the City Bond Resolution and registered to the Trustee as assignee of the Bank pursuant to this Indenture.

"City Bond Act" means the provisions of Mississippi Code of 1972, Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended or supplemented from time to time.

"City Bond Interest Payment" means that portion of a City Bond Payment, which represents the interest due or to become due on City Bond held by the Trustee pursuant to this Indenture.

"City Bond Payment" means the amounts paid or required to be paid from time to time, for principal, premium, if any, and interest on the City Bond held by the Trustee pursuant to this Indenture.

"City Bond Principal Payment" means that portion of a City Bond Payment, which represents the principal due or to become due on the City Bond held by the Trustee pursuant to this Indenture.

"City Bond Purchase Agreement" means that certain City Bond Purchase Agreement, dated ____, 2020, by and between the City and the Bank in connection with the issuance and sale of the City Bond.

"City Bond Resolution" means that certain Bond Resolution adopted by the City on July 7, 2020, in connection with the issuance of the City Bond.

"Code" means the Internal Revenue Code of 1986 in effect on the date of issuance of the Series 2020 Bonds, and the applicable regulations or rulings promulgated or proposed thereunder, and any successor thereto.

"Construction Project" means (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, and purchasing buildings and land therefor; (iii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (iv) constructing bridges and culverts; and (v) for other authorized purposes under the Act.

"Costs of Issuance" shall mean items of expense payable or reimbursable by or indirectly by the Bank and related to the authorization, sale, validation and issuance of the Bonds and the purchase and validation of the City Bond, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, legal fees and charges, professional consultants' fees, financial advisor fees and expenses, costs of credit ratings, fees and charges for execution, transportation and safekeeping of Bonds, credit enhancements or liquidity facility fees, and other costs, charges and fees in connection with the foregoing.

"Counsel" means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state and approved by the Bank and the Trustee.

"Default" means an event or condition the occurrence of which, with the lapse of time or the giving of notice or both, would become an Event of Default hereunder.

"DTC" means The Depository Trust Company, New York, New York.

"DTC participants" shall have the meaning ascribed thereto in Section 2.7 herein.

"DTC's Blanket Letter of Representations" means the Blanket Letter of Representations, dated January 9, 1997, between the Bank and DTC.

"Event of Default" means any occurrence or event specified in Section 10.1 hereof.

"Fees and Charges" means fees and charges established by the Bank from time to time pursuant to the Act which are payable by the City.

"Fiscal Year" means the Bank's fiscal year being the twelve month period from July 1 through the following June 30 or such other as may be established by the Bank.

"Funds" means the funds created pursuant to Article VI hereof (other than the Rebate Fund).

"General Account" means the account by that name created by Section 6.2 hereof.

"General Fund" means the fund by that name created by Section 6.2 hereof.

"Governmental Obligations" means to the extent permitted by State law (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to: Department of Housing and Urban Development, Export-Import Bank, Farmers Home Administration (or successor thereto), Federal Financing Bank, Federal Housing Administration, Maritime Administration, Small Business Administration, which obligations include but are not limited to certificates or receipts representing direct ownership of future interest or principal payments on obligations described in clause (a) or in this clause (b) and which are held by a custodian in safekeeping on behalf of the holders of such receipts; and (c) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of, premium, if any, and interest on which (i) is fully and unconditionally guaranteed or insured by the United States of America, or (ii) is provided for by an irrevocable deposit of the securities described in clause (i) to the extent such investments are permitted by law.

"Indenture" means this Indenture of Trust, and all supplements and amendments hereto entered into pursuant to Article XII hereof.

"Insured Obligations" shall mean the Series 2020 Bonds.

"Interest Payment Date" means any date on which interest is payable on the Bonds, and for the Series 2020 Bonds, February 1 and August 1, commencing February 1, 2021.

"Investment Securities" means any and all securities, instruments and the like in which the Bank is authorized from time to time to invest its funds under State law, including but not limited to Governmental Obligations.

"Local Governmental Unit" means (i) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State of Mississippi, (ii) the State of Mississippi or any agency thereof, (iii) the institutions of higher learning of the State of Mississippi, (iv) any education building corporation established for institutions of higher learning, or (v) any other governmental unit created under state law, such as the City, through programs of purchasing the bonds, notes or evidences of indebtedness of such local governmental units under agreements between such local governmental units and the Bank.

"Moody's" means Moody's Investors Service, Inc., a Delaware corporation, its successors and assigns, and, if such corporation shall for any reason no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank), with written notice to the Trustee.

"Notice Address" means, with respect to the City, the City's address given in connection with the sale of the City Bond to the Bank, and, with respect to the Bank, the Trustee, the Underwriter:

<u>Bank:</u>	Mississippi Development Bank 735 Riverside Drive, Suite 300 Jackson, MS 39202 Attention: Executive Director
<u>Trustee:</u>	Hancock Whitney Bank 1855 Lakeland Drive, Suite Q-230 Jackson, MS 39216 Attention: Corporate Trust Department
<u>Underwriter:</u>	Raymond James & Associates, Inc. 50 North Front Street, 16 th Floor Memphis, TN 38103 Attention: Public Finance
<u>City:</u>	City of Hattiesburg, Mississippi 200 Forrest Street Hattiesburg, MS 39401 Attention: Mayor

"Opinion of Bond Counsel" means an opinion by a nationally recognized firm experienced in matters relating to the tax exemption for interest payable on obligations of states and their instrumentalities and political subdivisions under federal law, and which is acceptable to the Bank and the Trustee.

"Opinion of Counsel" means a written opinion of Counsel addressed to the Trustee, for the benefit of the owners of the Bonds, who may (except as otherwise expressly provided in this Indenture) be Counsel to the Bank or Counsel to the owners of the Bonds and who is acceptable to the Trustee.

"Outstanding" or "Bonds Outstanding" or "Outstanding Bonds" means all Bonds, which have been authenticated and delivered by the Trustee under this Indenture, including Bonds held by the Bank, except:

- (a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;
- (b) Bonds deemed paid under Article IX hereof; and
- (c) Bonds in lieu of which other Bonds have been authenticated under Section 3.5, 3.6 or 3.10 hereof.

"Paying Agent" means the Trustee or any successor thereto, acting as the Paying Agent under the City Bond Resolution.

"Principal Office" means, as it relates to the Trustee, the address for the Trustee set forth under the definition of Notice Address above.

"Principal Payment Date" means the maturity date or the mandatory sinking fund redemption date of any Bond.

"Program" means the program for purchasing the City Bond by the Bank pursuant to the Bank Act.

"Program Expenses" means all of the fees and expenses of the Trustee relating to the Bonds or City Bond and costs of determining the amount rebatable, if any, to the United States of America under Section 6.11 hereof, all to the extent properly allocable to the Program and approved in writing by the Bank.

"Project" means providing financing for (a) the purchase of the City Bond, to finance the Construction Project; (b) paying capitalized interest; and (c) paying the Costs of Issuance for the City Bond and the Series 2020 Bonds.

"Purchase Account" means the account by that name created by Section 6.2 hereof.

"Rebate Fund" means the fund by that name created by Section 6.2 hereof.

"Record Date" means, with respect to any Interest Payment Date, the fifteenth day of the calendar month next preceding such Interest Payment Date.

"Redemption Account" means the account by that name created by Section 6.2 hereof.

"Redemption Price" means, with respect to any Bond, the principal amount thereof, plus the applicable premium, if any, payable upon redemption prior to maturity.

"Refunding Bonds" means Bonds issued pursuant to Sections 2.4 and 2.5 hereof and any Supplemental Indenture.

"Registered Owner" means the person or persons in whose name any Bond shall be registered on the Bond Register.

"Related Documents" shall mean this Indenture, the City Bond Resolution, the Bond Purchase Agreement and the City Bond Purchase Agreement.

"Revenues" means the Funds and Accounts (except for the Rebate Fund) and all income, revenues and profits of the Funds and Accounts (except for the Rebate Fund) referred to in the granting clauses hereof including, without limitation, all City Bond Payments and any additional amounts paid to the Trustee under the City Bond Resolution or from any other source whatsoever.

"S&P" means Standard & Poor's Ratings Group, a division of The McGraw Hill Companies, its successors and assigns, and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank), by written notice to the Trustee.

"Secretary" means the Secretary or the Assistant Secretary of the Bank.

"Securities" means bonds, notes or other evidences of indebtedness issued by a Local Governmental Unit pursuant to the Bank Act including the City Bond.

"Series 2020 Bonds" means \$15,150,000 Mississippi Development Bank Special Obligation Bonds, Series 2020 (Hattiesburg, Mississippi General Obligation Bond Project) issued pursuant to Section 2.1 of this Indenture.

"State" means the State of Mississippi.

"Supplemental Indenture" means an indenture supplemental to or amendatory of this Indenture, executed by the Bank and the Trustee in accordance with Article XII hereof.

"Trustee" means the state banking corporation or national banking association with corporate trust powers qualified to act as Trustee under this Indenture which may be designated (originally or as a successor) as Trustee for the owners of the Bonds issued and secured under the terms of this Indenture, and which shall initially be Hancock Whitney Bank, Jackson, Mississippi.

"Trust Estate" means the property, rights, and amounts pledged and assigned to the Trustee pursuant to the granting clauses hereof.

"Underwriter" means Raymond James & Associates, Inc., Memphis, Tennessee.

1.2 Rules of Interpretation. For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) "This Indenture" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder," and "herewith" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article or elsewhere in this Indenture have the meanings assigned to them in this Article or elsewhere in this Indenture, as the case may be, and include the plural as well as the singular.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles.

(e) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(f) The headings or captions used in this Indenture are for convenience of reference only and shall not define or limit or describe any of the provisions hereof or the scope or intent thereof.

ARTICLE 2

AUTHORIZATION AND ISSUANCE OF BONDS

2.1 Authorization and Issuance of Series 2020 Bonds. Bonds of the Bank to be known and designated as "Mississippi Development Bank Special Obligation Bonds, Series 2020 (Hattiesburg, Mississippi General Obligation Bond Project)," are hereby authorized to be issued. The aggregate principal amount of Series 2020 Bonds that may be issued, authenticated and Outstanding hereunder is Fifteen Million One Hundred Fifty Thousand Dollars (\$15,150,000).

There is hereby created by this Indenture, in the manner and to the extent provided herein, a continuing pledge and lien to secure the full and final payment of the principal or Redemption Price of and interest on all of the Series 2020 Bonds issued pursuant to this Indenture. The Series 2020 Bonds shall be payable solely from the Revenues. The State shall not be liable on the Series 2020 Bonds and the Series 2020 Bonds shall not be a debt, liability, pledge of the faith or loan of the credit or moral obligation of the State. The Series 2020 Bonds shall contain on the face thereof a statement to the effect that the Bank is obligated to pay the

principal of the Series 2020 Bonds, the interest and the redemption premium, if any, thereon only from the Revenues and that the State is not obligated to pay such principal, interest or redemption premium, if any, and that neither the faith and credit nor the taxing power of the State is pledged to the payment of the Series 2020 Bonds. In the Act, the State has pledged to and agreed with the holders of any Series 2020 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2020 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2020 Bonds, are fully met and discharged. All Series 2020 Bonds shall mature on or before February 1, 20__.

2.2 Purpose and Disposition of Series 2020 Bonds.

The purpose for issuing the Series 2020 Bonds is (a) to fund the Purchase Account, in order to provide funds for the purchase of the City Bond (which amounts are to provide financing funds for the Construction Project), (b) to pay capitalized interest on the Series 2020 Bonds, and (c) to fund the Bond Issuance Expense Account of the General Fund to pay Costs of Issuance. Upon the delivery of the Series 2020 Bonds and receipt of the net proceeds therefor, the Bank shall deliver to the Trustee proceeds of the Series 2020 Bonds in the amount of \$_____ for deposit (i) into the Bond Issuance Expense Account of the General Fund, the sum of \$_____ to pay Costs of Issuance; (ii) into the Capitalized Interest Account of the General Fund, the sum of \$_____ to pay capitalized interest; and (iii) into the Purchase Account, \$_____ of the net proceeds to be distributed to the City as provided in the City Bond Purchase Agreement.

2.3 General Description of the Series 2020 Bonds. The Series 2020 Bonds shall be issuable as fully registered bonds in the denomination of \$5,000 or any integral multiple thereof. The Series 2020 Bonds shall be numbered from R-1 upward, as applicable.

Each Series 2020 Bond shall carry an original date of _____, 2020 and shall carry the date on which it is authenticated. If a Series 2020 Bond is authenticated on or prior to February 1, 2021, it shall bear interest from _____, 2020. Each Series 2020 Bond authenticated after February 1, 2021 shall bear interest from the most recent Interest Payment Date to which interest has been paid as of the date of authentication of such Series 2020 Bond unless such Series 2020 Bond is authenticated after a Record Date and on or before the next succeeding Interest Payment Date, in which event the Series 2020 Bond will bear interest from such next succeeding Interest Payment Date.

Interest on the Series 2020 Bonds shall be payable on February 1 and August 1, commencing February 1, 2021, until the Series 2020 Bonds are paid. Interest will be calculated using a three hundred sixty (360) day year based on twelve (12) thirty (30) day months.

The Series 2020 Bonds shall mature on February 1 in the years and in the principal amounts, and shall bear interest at the rates per annum, all as set forth below:

YEAR OF	PRINCIPAL	INTEREST
----------------	------------------	-----------------

<u>MATURITY</u>	<u>AMOUNT</u>	<u>RATE</u>
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__ *		
20__ *		

* Term Bond subject to mandatory sinking fund redemption as set forth herein.

2.4 Provisions for Issuance of Bonds. The Bonds shall be executed by Authorized Officers of the Bank for issuance under this Indenture and delivered to the Trustee and thereupon shall be authenticated by the Trustee and by it delivered to or as directed by the Underwriter through the facilities of DTC, the Bank or to the purchasers thereof, as specified in a written order of the Bank, but only upon the receipt by the Trustee of:

- (a) A copy, duly certified by an Authorized Officer, of the resolution or resolutions adopted by the Board of Directors of the Bank authorizing the execution and delivery of this Indenture and all other instruments contemplated thereby and the authorization, issuance, sale and delivery of the Series 2020 Bonds;
- (b) A copy, duly certified by the City Clerk or an authorized officer of the City, of the City Bond Resolution and any other resolution(s) of the City authorizing the execution and delivery of all instruments contemplated thereby and approving this Indenture and the authorization, issuance, sale and delivery of the City Bond;
- (c) Original executed counterparts of the Related Documents;
- (d) Signed copies of all opinions of Counsel required by the Underwriter;
- (e) A request and authorization to the Trustee by or on behalf of the Bank and signed by an Authorized Officer to authenticate and deliver the Series 2020 Bonds to the Underwriter and specifying the amounts to be deposited in the accounts of the General Fund pursuant to Section 2.2 hereof;
- (f) Signed copies of the legal opinion of Bond Counsel; and

(g) Reserved; and

(h) Such further documents, moneys and securities as are required by the provisions of this Section 2.4 or Article VII hereof.

2.5 Provisions for Issuance of Refunding Bonds.

(a) All or any part of one or more series of Refunding Bonds may be issued hereunder, authenticated and delivered upon original issuance to refund all or any part of the Outstanding Bonds. Refunding Bonds shall be issued in a principal amount sufficient, together with other monies available therefor, to accomplish such refunding and to make such deposits required by the provisions of the Act, this Section and by the Supplemental Indenture authorizing said Refunding Bonds.

(b) Refunding Bonds may be authenticated and delivered only upon receipt by the Trustee (in addition to the receipt by the Trustee of the documents required by Section 2.5 hereof) of:

(i) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice of redemption of all the Series 2020 Bonds to be refunded on the redemption date specified in such instructions;

(ii) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice provided for in Section 4.5 hereof to the owners of the Series 2020 Bonds being refunded (which may be a conditional notice of redemption); and

(iii) Either (A) monies in an amount sufficient to effect timely payment at the Redemption Price or principal payment amount of the Series 2020 Bonds to be refunded or paid, respectively, together with accrued interest on such Series 2020 Bonds to the redemption or maturity date and all necessary and appropriate fees and expenses of the Trustee, which monies shall be held by the Trustee or an escrow agent approved by the Bank in a separate account irrevocably in trust for and assigned to the respective owners of the Series 2020 Bonds to be refunded or paid, or (B) Governmental Obligations in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications, as shall be necessary to comply with the provisions of Article IX which Governmental Obligations shall be held in trust and used only as provided in said Article.

2.6 Form of Bonds. The Bonds and the Trustee's certificate of authentication to be endorsed on the Bonds are all to be in substantially the following form, with necessary and appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture, as applicable:

(FORM OF SERIES 2020 BOND)

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE TRUSTEE (AS DEFINED BELOW) OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL IN AS MUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BOND, SERIES 2020
(HATTIESBURG, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)
NO. _____ \$_____,000

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Date</u>	<u>Date of Authentication</u>	<u>CUSIP</u>
%		_____, 2020	_____, 2020	

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

Mississippi Development Bank, a body corporate and politic, exercising essential public functions ("Bank"), organized under the laws of the State of Mississippi, for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, the principal amount stated above in lawful money of the United States of America but solely from the sources referred to herein and not otherwise, on the Maturity Date specified above, unless this Series 2020 Bond, as hereinafter defined, shall be redeemable and shall previously have been called for redemption and payment of the redemption price made or provided for, and to pay interest on such principal amount in like money, but solely from said sources, from the interest payment date to which interest has been paid as of the date of authentication of this Series 2020 Bond (unless this Series 2020 Bond is authenticated on or before February 1, 2021, then from _____, 2020, or unless this Series 2020 Bond is authenticated after February 1, 2021 and on or before the next succeeding interest payment date, then from such interest payment date or unless payment of the interest on this Bond is in default, then from such date when interest has been paid in full) at the Interest Rate per annum stated above, payable on each February 1 and August 1, commencing February 1, 2021, until payment of such principal amount shall have been made upon redemption or at maturity. The principal of

this Series 2020 Bond is payable at the principal corporate trust office of Hancock Whitney Bank, Jackson, Mississippi, as trustee (the "**Trustee**"), or at the principal corporate trust office of any successor trustee appointed under the Indenture hereinafter mentioned; and payments of interest hereon will be made to the Registered Owner hereof (whose name appears on the registration records kept by the Trustee at the close of business on the fifteenth day of the month prior to such Interest Payment Date) by check mailed on the Interest Payment Date by the Trustee to such Registered Owner at his address as it appears on the registration records of the Bank kept by the Trustee or at such other address as is furnished to the Trustee in writing by such Registered Owner or at the written election of the Registered Owner of \$1,000,000 or more in aggregate principal amount of Series 2020 Bonds delivered to the Trustee at least one Business Day prior to the Record Date (as defined in the Indenture) for which such election will be effective by wire transfer to the Registered Owner or by deposit into the account of the Registered Owner if such account is maintained by the Trustee.

This Series 2020 Bond and the other Series 2020 Bonds, and the interest payable hereon and thereon, are payable solely by the Bank from the Revenues (as defined herein) and other funds of the Bank pledged therefor under the Indenture, which Revenues and funds include the payments on the City Bond (as hereinafter defined) purchased by the Bank. The Bank has no taxing power. This Series 2020 Bond and the other Series 2020 Bonds, both as to principal and interest, constitutes neither a debt, liability or loan of the credit of the State of Mississippi ("**State**") or any political subdivision thereof under the constitution or statutes of the State nor a pledge of the faith and credit, the taxing power or moral obligation of the State or any political subdivision thereof; provided, however, that the City Bond is a general obligation of the City. The issuance of the Series 2020 Bonds under the provisions of the Act, as hereinafter defined, does not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Series 2020 Bonds do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution or the statutes of the State and do not now and shall never constitute a charge against the credit of the State or any political subdivision thereof or a charge against the taxing power of the State or any political subdivision thereof. Neither the State nor any agent, attorney, member or employee of the State or of the Bank shall in any event be liable for the payment of the principal of, premium, if any, or interest on the Series 2020 Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any agent, employee, attorney or member of the State or of the Bank, or any charge upon their general credit or upon the taxing power of the State. In the Act, the State has pledged and agreed with the holders of any Series 2020 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2020 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2020 Bonds, are fully met and discharged.

This Series 2020 Bond is one of an authorized issue of bonds of the Bank known as Mississippi Development Bank Special Obligation Bonds, Series 2020 (Hattiesburg, Mississippi General Obligation Bond Project) ("**Series 2020 Bonds**") issued under and secured by an

Indenture of Trust dated as of _____, 2020 ("**Indenture**"), duly executed and delivered by the Bank to Hancock Whitney Bank, Jackson, Mississippi, as Trustee ("**Trustee**"). The Series 2020 Bonds are limited in aggregate principal amount to Fifteen Million One Hundred Fifty Thousand Dollars (\$15,150,000.00). The Series 2020 Bonds are issued pursuant to Sections 31-25-1 et seq., Mississippi Code of 1972, as amended ("**Bank Act**") and Sections 21-33-301 et seq., Mississippi Code of 1972, as amended (the "**City Bond Act**" and together with the Bank Act, the "**Act**"), to provide funds to (a) purchase the City Bond to provide funds for the financing of the Construction Project (as hereinafter defined), (b) pay capitalized interest; and (c) pay costs of issuing the Series 2020 Bonds and the City Bond. The City is Hattiesburg, Mississippi and the City Bond is the City of Hattiesburg, Mississippi General Obligation Bond, Series 2020 in the aggregate principal amount of \$15,150,000.00. The City Bond is a general obligation of the City secured and described in that certain Bond Resolution, adopted by the Mayor and City Council of the City on July 7, 2020 (the "**City Bond Resolution**"). The proceeds received by the City from the sale of the City Bond to the Bank will be used by the City for the purpose of providing funds for (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, and purchasing buildings and land therefor; (iii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (iv) constructing bridges and culverts; and (v) for other authorized purposes under the Act.

The City Bond Resolution, a certified copy of which is on file in the principal corporate trust office of the Trustee, provides that the City is unconditionally obligated to make payments secured by the full, faith and credit of the City in an aggregate amount sufficient, with any other funds available therefor, for the payment in full of the principal of, premium, if any, and interest on all Bonds issued and Outstanding under the Indenture, to the date of payment thereof, and certain costs, expenses and charges of the Bank and the Trustee.

In the City Bond Resolution, the City covenants to levy a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of premium, if any, and the interest on the City Bond and any additional obligations of the City under the City Bond Resolution; provided, however, that such tax levy for any year shall be abated pro-tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund established for the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the City Bond Resolution. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are irrevocably pledged in the City Bond Resolution for the payment of the principal of, premium, if any, and interest on the City Bond and any additional obligations of the City as aforesaid as the same shall respectively mature and accrue.

The Series 2020 Bonds are all equally and ratably secured by and entitled to the protection of the Indenture on a parity one with another (collectively, the "**Bonds**"). To secure

payment of principal of and interest on all Bonds and performance of all other covenants of the Bank under the Indenture, the Bank, pursuant to the Indenture, has assigned and pledged to the Trustee, and has granted to the Trustee a security interest in, the Trust Estate (as defined in the Indenture), including all rights, title and interest of the Bank in and to all moneys and securities from time to time received and held by the Trustee under the Indenture and all income from the deposit, investment and reinvestment thereof except any moneys and securities held in the Rebate Fund established under the Indenture (all such money and funds and accounts referred to in the granting clauses of the Indenture are defined in the Indenture and are herein referred to as the "**Revenues**"). Reference is hereby made to the Indenture for a description of the rights, duties and obligations of the Bank, the Trustee and the owners of the Bonds, the terms and conditions upon which the Series 2020 Bonds are issued and the terms and conditions upon which the Series 2020 Bonds will be paid at or prior to maturity, or will be deemed to be paid upon the making of provision for payment therefor. Copies of the Indenture are on file at the principal corporate trust office of the Trustee.

This Series 2020 Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner and subject to the limitations prescribed in the Indenture and upon surrender and cancellation of this Series 2020 Bond. This Series 2020 Bond may be transferred without cost to the Registered Owner except for any tax or governmental charge required to be paid with respect to the transfer. Upon such transfer a new Series 2020 Bond or Series 2020 Bonds of the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Bank and the Trustee may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and the interest due hereon and for all other purposes and neither the Bank nor the Trustee shall be affected by any notice to the contrary.

The Series 2020 Bonds are issuable as fully registered bonds in denominations of \$5,000 and any integral multiple thereof. Subject to the limitations and upon payment of any taxes or governmental charges, Series 2020 Bonds may be exchanged for a like aggregate principal amount of Series 2020 Bonds of the same maturity of authorized denominations.

(a) *Optional Redemption.* In accordance with the Indenture and the City Bond Resolution, the Bonds (or any portions thereof in integral multiples of \$5,000 each) maturing on or after February 1, 20__, are subject to redemption in whole or in part, in principal amounts and maturities selected by the Bank on any date on or after February 1, 20__, at par, plus accrued interest to the date of redemption.

(b) *Mandatory Sinking Fund Redemption.*

The Bonds are subject to mandatory sinking fund redemption as follows:

(a) The Bonds maturing on February 1, 20__, in the principal amount of \$_____,000 are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture, on each February 1 in

the principal amount for each year together with accrued interest to the date of redemption, as follows:

\$_____,000 Bonds Maturing February 1, 20__	
<u>Year</u>	<u>Principal Amount</u>
20__	
20__	
20__	
20__	
20__*	

*Final Maturity

(b) The Bonds maturing on February 1, 20__, in the principal amount of \$_____,000 are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture, on each February 1 in the principal amount for each year together with accrued interest to the date of redemption, as follows:

\$_____,000 Bonds Maturing February 1, 20__	
<u>Year</u>	<u>Principal Amount</u>
20__	
20__	
20__	
20__	
20__*	

*Final Maturity

In the event less than all of the Bonds are to be redeemed, the principal amount and maturity to be redeemed shall be selected by the Bank, and the Trustee, in its sole discretion, shall select the Bonds to be redeemed by lot within a selected maturity, provided that Bonds shall be redeemed only in whole multiples of \$5,000.

In the event any of the Bonds are called for optional redemption as aforesaid, notice thereof identifying the Bonds to be redeemed will be given by mailing a copy of the redemption notice (which may be a conditional notice of redemption) by registered or certified mail not less than thirty (30) days nor more than forty-five (45) days prior to the date fixed for redemption to the Registered Owner of the Bonds to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing, or any defect therein with respect to any Bond, shall not affect the validity of any proceedings for the redemption of other Bonds.

All Bonds so called for redemption will cease to bear interest on the specified redemption date, shall no longer be secured under the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture, provided funds for their redemption are on deposit at the place of payment on or prior to the redemption date.

The Registered Owner of this Series 2020 Bond shall have no right to enforce the provisions of the Indenture or to institute an action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2020 Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture, or of any supplements thereto, may be made to the extent permitted by, and in accordance with, the Indenture.

The Bank hereby certifies, recites and declares that all acts, conditions and things required by the constitution and statutes of the State, the Indenture, and resolutions of the Bank to exist, happen and be performed prior to the issuance of this Series 2020 Bond do exist, have happened and have been performed in due time, form and manner as required by the Act; that the issuance of the Series 2020 Bonds, together with all other obligations of the Bank, does not exceed or violate any constitutional or statutory limitation applicable to the Bank; and that the revenues pledged to the payment of the principal of, premium, if any, and interest on the Series 2020 Bonds, as the same become due, are designed to be sufficient in amount for that purpose.

This Series 2020 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Trustee.

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Indenture.

IN WITNESS WHEREOF, the Mississippi Development Bank has caused this Series 2020 Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Executive Director and a manual or facsimile seal of its official seal to be hereunto impressed or imprinted hereon by any means and attested by the manual signature of its Secretary.

MISSISSIPPI DEVELOPMENT BANK

By: _____
Executive Director

ATTEST:

By: _____
Secretary

(SEAL)

[FORM OF CERTIFICATE OF AUTHENTICATION]

CERTIFICATE OF AUTHENTICATION

This Series 2020 Bond is one of the Series 2020 Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

**HANCOCK WHITNEY BANK,
JACKSON, MISSISSIPPI,
as Trustee**

By: _____
Authorized Signatory

Date of Authentication: _____, 2020

[FORM OF VALIDATION CERTIFICATE]

VALIDATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF HINDS

The undersigned Secretary of the Mississippi Development Bank does hereby certify that the within Series 2020 Bond has been validated and confirmed by Decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, rendered on the ____ day of _____, 2020.

Secretary

(SEAL)

[FORM OF ASSIGNMENT]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto ____

(PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE)

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF ASSIGNEE)

the within Series 2020 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, Attorney, to transfer the within Series 2020 Bond on the records kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Series 2020 Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member of a nationally recognized Medallion Signature Guaranty Program acceptable to the Trustee.

BY: _____
Authorized Officer

[END OF SERIES 2020 BOND FORM]

2.7 Book-Entry Only System. The Series 2020 Bonds shall be initially issued in the form of a separate single fully registered Series 2020 Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Series 2020 Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, and except as provided in Section 2.8 hereof, all of the outstanding Series 2020 Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. With respect to Series 2020 Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Bank and

the Trustee shall have no responsibility or obligation to any participant for whom DTC is a security depository nominee ("**DTC Participants**") or to any person on behalf of whom such a DTC Participant holds an interest in the Series 2020 Bonds. Without limiting the immediately preceding sentence, the Bank and the Trustee shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Series 2020 Bonds, (b) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown in the Bond Register, of any notice with respect to the Series 2020 Bonds, or (c) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Series 2020 Bonds. Notwithstanding any other provision of this Indenture to the contrary, the Bank, the Trustee and each paying agent, if any, shall be entitled to treat and consider the person in whose name each Series 2020 Bond is registered in the Bond Register as the absolute owner of such Series 2020 Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Series 2020 Bond, for the purpose of giving notices and other matters with respect to such Series 2020 Bond, for the purpose of registering transfers with respect to such Series 2020 Bond, and for all other purposes whatsoever. The Trustee and each paying agent, if any, shall pay all principal of, premium, if any, and interest on the Series 2020 Bonds only to or upon the order of the respective Bondholders, as shown in the Bond Register as provided in this Indenture, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Bank's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2020 Bonds to the extent of the sum or sums so paid. No person other than a Bondholder, as shown in the Bond Register, shall receive a Series 2020 Bond certificate evidencing the obligation of the Bank to make payments of principal, premium, if any, and interest pursuant to this Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in this Indenture shall refer to such new nominees of DTC; and upon receipt of such a notice the Trustee shall promptly deliver a copy of the same to each paying agent, if any

2.8 Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Bank determines that DTC is incapable of discharging its responsibilities described herein and DTC's Blanket Letter of Representations or that it is in the best interest of the Beneficial Owners of the Series 2020 Bonds that they be able to obtain certificated Series 2020 Bonds, the Bank shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Series 2020 Bond certificates to such successor securities depository or (b) notify DTC and DTC Participants of the availability through DTC of Series 2020 Bond certificates and transfer one or more separate Series 2020 Bond certificates to DTC Participants having Series 2020 Bonds credited to their DTC accounts. In such event, the Series 2020 Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or

exchanging Series 2020 Bonds shall designate, in accordance with the provisions of this Indenture.

2.9 Payments. Notwithstanding any other provision of this Indenture to the contrary, so long as any of the Series 2020 Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, premium, if any, and interest on such Series 2020 Bond and all notices with respect to such Series 2020 Bond shall be made and given, respectively, in the manner provided in DTC's Blanket Letter of Representations. The Trustee shall request in each notice sent to Cede & Co. pursuant to the terms of this Indenture that Cede & Co. forward or cause to be forwarded such notice to the DTC Participants.

ARTICLE 3

GENERAL TERMS AND PROVISIONS OF BONDS

3.1 Medium, Form and Place of Payment. The Bonds shall be payable, with respect to interest, principal and Redemption Price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be payable by check mailed on the Interest Payment Date to the Registered Owners as of the Record Date. The Bank may provide for the payment of interest on Bonds to holders of \$1,000,000 or more by wire transfer or by such other method as is acceptable to the Trustee and the Bondholder upon written election of such Bondholder at least one Business Day prior to the applicable Record Date. Principal shall be payable at the Principal Office of the Trustee upon presentation of the Bonds to be paid.

3.2 Legends. The Bonds may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Indenture as may be necessary or desirable to comply with custom, as determined by the Bank prior to the delivery thereof.

3.3 Execution. The Bonds shall be executed on behalf of the Bank with the manual or facsimile signature of its Executive Director, Secretary, President or Vice President and shall have impressed or imprinted thereon, by facsimile or otherwise, the official seal of the Bank, which seal shall be attested by the manual or facsimile signature of the Secretary or Assistant Secretary of the Bank. In case any officer of the Bank whose signature or whose facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Any Bond may be executed and attested on behalf of the Bank by such officer as at the time of the execution of such Bonds shall be duly authorized or hold the proper office of the Bank although at the date borne by the Bonds or at the date of delivery of the Bonds such officer may not have been so authorized or have held such office.

3.4 Authentication. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond shall have been duly executed by the Trustee, and such executed certificate of the

Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture.

The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized representative or signatory of the Trustee, but it shall not be necessary that the same representative or signatory sign the certificate of authentication on all of the Bonds. The signature of the authorized representative or signatory of the Trustee shall be manual.

3.5 Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond is mutilated, lost, stolen or destroyed, the Bank shall execute and the Trustee shall authenticate a new Bond or Bonds of the same maturity and denomination, as that mutilated, lost, stolen or destroyed Bond; provided that in the case of any mutilated Bond, such Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it. In the event any such Bond shall have matured or been called for redemption, instead of issuing and authenticating a duplicate Bond, the Trustee may pay the same without surrender thereof, provided, however, that in the case of a lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee together with indemnity satisfactory to it. The Trustee may charge the owner of such Bond its reasonable fees and expenses in connection with replacing any Bond mutilated, lost, stolen or destroyed. Any Bond issued pursuant to this Section 3.5 shall be deemed part of the original series of the Bonds in respect of which it was issued and a contractual obligation of the Bank replacing the obligation evidenced by such mutilated, lost, stolen or destroyed Bond.

3.6 Registration, Transfer and Exchange of Bonds; Persons Treated as Owners. The Bank shall cause records for the registration and for the transfer of the Bonds to be kept by the Trustee at its Principal Office, and the Trustee is hereby constituted and appointed the bond registrar of the Bank. At reasonable times and under reasonable regulations established by the Trustee, said records may be inspected by the Bank or by Beneficial Owners (or a designated representative thereof) of five percent (5%) or more in aggregate principal amount of the Bonds then Outstanding.

Upon surrender for transfer of any Bond at the Principal Office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the Registered Owner or his attorney duly authorized in writing, the Bank shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same maturity for a like aggregate principal amount. The Bonds may be transferred or exchanged without cost to the Bondholders except for any tax or governmental charge required to be paid with respect to the transfer or exchange. The execution by the Bank of any Bond of any denomination shall constitute full and due authorization of such denomination and the Trustee shall thereby be authorized to authenticate and deliver such Bond.

The Trustee shall not be required (a) to register, transfer or exchange any Bond during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds, or (b)

to register, transfer or exchange any Bonds selected, called or being called for redemption in whole or in part after mailing notice of such call has been made.

The person in whose name a registered Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest thereon, shall be made only to or upon the order of the Registered Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

All Bonds delivered upon any transfer or exchange shall be valid obligations of the Bank, evidencing the same debt as the Bonds surrendered, shall be secured by this Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Bond surrendered.

3.7 Destruction of Bonds. Whenever any Outstanding Bond shall be delivered to the Trustee for cancellation pursuant to this Indenture or upon payment of the principal amount or interest represented thereby or for replacement pursuant to Section 3.5 hereof, such Bond shall be canceled and destroyed by the Trustee and a counterpart of a certificate of destruction evidencing such destruction shall be furnished by the Trustee to the Bank.

3.8 Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof comes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay such Bond shall have been made available to the Trustee for the benefit of the Registered Owner thereof, all liability of the Bank to the Registered Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds for four (4) years, for the benefit of the Registered Owner of such Bond, without liability for interest thereon to such Registered Owner, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond.

Any money so deposited with and held by the Trustee not so applied to the payment of Bonds within four (4) years after the date on which the same shall become due shall be repaid by the Trustee to the Bank and thereafter the Bondholders shall be entitled to look only to the Bank for payment, and then only to the extent of the amount so repaid, and the Bank shall not be liable for any interest thereon to the Bondholders and shall not be regarded as a trustee of such money.

3.9 Other Obligations Payable from Revenues. The Bank shall grant no liens or encumbrances on or security interests in the Trust Estate (other than those created by this Indenture), and, except for the Bonds, shall issue no bonds or other evidences of indebtedness payable from the Trust Estate.

3.10 Temporary Bonds. Until the definitive Bonds are ready for delivery, the Bank may execute, in the same manner as is provided in Section 3.3 hereof, and, upon the request of the Bank, the Trustee shall authenticate and deliver, one or more temporary Bonds, which shall be fully registered. Such temporary Bonds shall be subject to the same provisions, limitations and conditions as the definitive Bonds and shall be substantially of the tenor of the definitive

Bonds in lieu of which such temporary Bond or Bonds are issued, in the denomination of \$5,000 or any integral multiples thereof authorized by the Bank, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Bank at its own expense shall prepare and execute and, upon the surrender of such temporary Bonds shall deliver in exchange therefor definitive Bonds, of the same aggregate principal amount and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Indenture.

If the Bank shall authorize the issuance of temporary Bonds in more than one denomination, the owner of any temporary Bond or Bonds may, at his option, surrender the same to the Trustee in exchange for another temporary Bond or Bonds of like aggregate principal amount and maturity of any other authorized denomination or denominations, and thereupon the Bank shall execute and the Trustee, in exchange for the temporary Bond or Bonds so surrendered and upon payment of the taxes and charges provided for in Section 3.6 hereof, shall authenticate and deliver a temporary Bond or Bonds of like aggregate principal amount and maturity in such other authorized denomination or denominations as shall be requested by such owner. All temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith canceled by the Trustee.

3.11 Limitations on Obligations of Bank. The Bonds, together with interest thereon, shall be limited obligations of the Bank and payable solely from the Revenues and shall be a valid claim of the respective owners thereof only against the Funds and Accounts, other than the Rebate Fund and any Accounts created thereunder, established hereunder and the City Bond acquired by the Trustee, all of which are hereby assigned and pledged hereunder for the equal and ratable payment of the Bonds and shall be used for no other purpose than the payment of the Bonds, except as may be otherwise expressly authorized in this Indenture. The Bonds do not constitute a debt or liability or moral obligation of the State or of any political subdivision thereof under the constitution of the State or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, but shall be payable solely from the Revenues and funds pledged therefor in accordance with this Indenture including, without limitation, the avails of the full faith and credit of the City derived or to be derived from payments made in respect of the City Bond pursuant to the City Bond Resolution. The issuance of the Bonds under the provisions of the Act does not directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Bonds and the interest payable thereon do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution of the State or the statutes of the State and do not now and shall never constitute a charge against the credit or taxing power of the State or any political subdivision thereof; provided, however, that the City Bond is a general obligation of the City. Neither the State nor any agent, attorney, member or employee of the State or of the Bank, shall in any event be liable for the payment of the principal of, and premium, if any, or interest on the Bonds or damages, if any, for the nonperformance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any of the State's or the Bank's agents, members, attorneys, and employees or any charge upon the general credit of the State or a charge against the taxing power of the State or any political subdivision thereof (except the City). In the Act, the State has pledged and

agreed with the holders of any Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Bonds are fully met and discharged.

3.12 Immunity of Officers and Directors. No recourse shall be had for the payment of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, member, director, agent or employee of the Bank or any officer, member, director, trustee, agent or employee of any successor entities thereto, as such, either directly or through the Bank or any successor entities, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, directors, trustees, agents, or employees as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Bonds.

ARTICLE 4

REDEMPTION OF BONDS PRIOR TO MATURITY Redemption and Redemption Prices and Terms for Series 2020 Bonds.

If the City directs the Bank to redeem the Series 2020 Bonds pursuant to Section 3 of the City Bond Resolution, the Bank agrees to accept redemption and redeem the Series 2020 Bonds in the following instance:

Optional Redemption. The Bonds (or any portions thereof in integral multiples of \$5,000 each) maturing on or after February 1, 20__, are subject to redemption in whole or in part, in principal amounts and maturities selected by the Bank on any date on or after February 1, 20__, at par, plus accrued interest to the date of redemption.

In the event less than all of the Bonds are to be redeemed, the principal amount and maturity to be redeemed shall be selected by the Bank, and the Trustee, in its sole discretion, shall select the Bonds to be redeemed by lot within a selected maturity, provided that such Bonds shall be redeemed only in whole multiples of \$5,000.

Mandatory Sinking Fund Redemption. The Bonds are subject to mandatory sinking fund redemption as follows:

- (a) The Bonds maturing on February 1, 20__, in the principal amount of \$____,000 are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture, on each February 1 in the principal amount for each year together with accrued interest to the date of redemption, as follows:

\$_____,000	
Bonds Maturing February 1, 20__	
<u>Year</u>	<u>Principal Amount</u>
20__	
20__	
20__	
20__	
20__*	

*Final Maturity

(b) The Bonds maturing on February 1, 20__, in the principal amount of \$_____,000 are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture, on each February 1 in the principal amount for each year together with accrued interest to the date of redemption, as follows:

\$_____,000	
Bonds Maturing February 1, 2049	
<u>Year</u>	<u>Principal Amount</u>
20__	
20__	
20__	
20__	
20__*	

*Final Maturity

4.2 Redemption at the Election or Direction of the Bank. In the case of the redemption of any Series 2020 Bonds, the Bank shall give written notice to the Trustee of its direction so to redeem, of the redemption date, of the principal amounts of the Series 2020 Bonds of each maturity to be redeemed (which maturities and principal amounts thereof to be redeemed shall be determined by the Bank at the direction of the City, subject to any limitations with respect thereto contained in the Act or this Indenture) and of the monies to be applied to the payment of the Redemption Price. Such notice shall be given at least forty-five (45) days prior to the redemption date or such shorter period as shall be acceptable to the Trustee and may be conditioned upon receipt of sufficient funds to redeem the Series 2020 Bonds called for redemption on the redemption date. The Bank shall pay to the Trustee an amount in cash which, in addition to other monies, if any, available therefor and held by the Trustee, will be sufficient to redeem, on the redemption date at the Redemption Price thereof together with interest accrued to the redemption date, all of the Series 2020 Bonds to be redeemed.

4.3 Selection of Series 2020 Bonds to be Redeemed. If less than all of the Series 2020 Bonds are to be redeemed, the Series 2020 Bonds shall be redeemed only in whole multiples of \$5,000. For purposes of redemption, each \$5,000 of principal shall be considered as a Series 2020 Bond. If less than all of the Series 2020 Bonds shall be called for redemption, the principal amount and maturity of the Series 2020 Bonds to be redeemed shall be selected by the

Bank and the Trustee shall select the particular Series 2020 Bonds to be redeemed by lot within a maturity in such manner as the Trustee may determine.

4.4 Redemption Payments. The Trustee is hereby authorized and directed to apply funds deposited with the Trustee by the Bank in an amount sufficient to pay the Redemption Price of the Series 2020 Bonds or portions thereof called, together with accrued interest thereon to the redemption date. If proper notice of redemption by mailing has been given as provided in Section 4.5 hereof and sufficient funds for redemption shall be on deposit with the Trustee as aforesaid, interest on the Series 2020 Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Trustee upon any Series 2020 Bond or portion thereof called for redemption until such Series 2020 Bond or portion thereof shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 3.5 hereof with respect to any mutilated, lost, stolen or destroyed Series 2020 Bond.

4.5 Notice of Redemption. Notice of the call for any optional redemption, identifying the Series 2020 Bonds (or any portions thereof in integral multiples of \$5,000 each) to be redeemed (which may be a conditional notice of redemption), shall be given by the Trustee by mailing a copy of the redemption notice by registered or certified mail at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption to the Registered Owner of each Series 2020 Bond to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing to any Bondholder or any defect in such notice, shall not affect the validity of any proceeding for the redemption of any other Series 2020 Bonds.

4.6 Cancellation. All Series 2020 Bonds which have been redeemed shall not be reissued but shall be canceled and destroyed by the Trustee in accordance with Section 3.7 hereof.

ARTICLE 5

GENERAL COVENANTS Payment of Principal and Interest. The Bank covenants and agrees that it will promptly pay the principal of and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof, provided that the principal and interest are payable by the Bank solely from Revenues and any other funds or assets of the Bank hereinafter pledged to the Trustee as security by the Bank to the extent of that pledge.

5.2 Performance of Covenants; Bank. The Bank covenants and agrees that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any, and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto. The Bank covenants and agrees that it is duly authorized under the constitution and laws of the State, including particularly the Act, to issue the Bonds authorized hereby and to execute this Indenture and to pledge the Revenues and all other property hereby pledged in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of the owners thereof are and will be valid and enforceable limited obligations of the Bank according to the terms thereof and hereof.

5.3 Instruments of Further Assurance. The Bank covenants and agrees that the Trustee may defend its rights to the payment of the Revenues for the benefit of the owners of the Bonds against the claims and demands of all persons whomsoever. The Bank covenants and agrees that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, pledging, assigning and confirming unto the Trustee all and singular the rights assigned hereby and the amounts and other property pledged hereby to the payment of the principal of and interest on the Bonds.

5.4 [RESERVED].

5.5 Covenants Concerning Program.

(a) In order to provide for the payment of the principal, premium, if any, and interest on the Bonds and Program Expenses, the Bank shall from time to time, with all practical dispatch and in a sound and economical manner consistent in all respects with the Act, the provisions of this Indenture and sound banking practices and principles, to the extent necessary to provide for the payment of the Bonds (i) do all such acts and things as shall be necessary to receive and collect Revenues (including enforcement of the prompt collection of all arrears on the City Bond), and (ii) diligently enforce, and take all steps, actions and proceedings reasonably necessary in the judgment of the Bank to protect its rights with respect to or to maintain any insurance on the City Bond and to enforce all terms, covenants and conditions of the City Bond including the collection, custody and prompt application of all payments and deposits required by the terms of the City Bond for the purposes for which they were made.

(b) Whenever necessary in order to provide for the payment of debt service on the Bonds, the Bank shall commence appropriate remedies with respect to the City Bond which is in default.

5.6 Possession and Inspection of City Bond. The Trustee covenants and agrees to retain or cause its agent to retain possession of the City Bond and a copy of the transcript or documents related thereto and release them only in accordance with the provisions of this Indenture. The Bank and the Trustee covenant and agree that all records and documents in their possession relating to the City Bond shall at all times be open to inspection by such accountants or other agencies or persons as the Bank or the Trustee may from time to time designate.

5.7 Accounts and Reports. The Bank covenants and agrees to keep proper records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Program, the City Bond and the Funds and Accounts established by this Indenture. Such records, and all other records and papers of the Bank, and such Funds and Accounts shall at all reasonable times be subject to the inspection of the Trustee and the Beneficial Owners of an aggregate of not less than five percent (5%) in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

The Trustee covenants and agrees, if requested, to provide to the Bank prior to the twentieth day of the month following the end of each six-month period, commencing with the period ending _____ 1, 20____, a statement of the amount on deposit in each Fund and Account as of the first day of that month and of the total deposits to and withdrawals from each Fund and Account during the preceding six-month period.

The reports, statements and other documents required to be furnished to or by the Trustee pursuant to any provision of this Indenture shall be provided to the Beneficial Owners of an aggregate of not less than five percent (5%) in principal amount of the Bonds then Outstanding who file or have filed a written request therefor with the Trustee with any such costs of such documents to be paid by the Bondholder.

5.8 Bank Covenants with Respect to City Bond.

(a) The Bank covenants and agrees that it will not permit or agree to any material change in the City Bond.

(b) The Bank covenants and agrees that it will enforce or authorize the enforcement of all remedies available to owners or holders of the City Bond, provided, however, that decisions as to the enforcement of remedies shall be within the sole discretion of the Trustee as set forth in Article X hereof.

(c) The Bank covenants and agrees that it will not sell or dispose of the City Bond.

5.9 [RESERVED] Monitoring Investments. The Bank covenants and agrees to regularly review the investments held by the Trustee in the Funds and Accounts for the purpose of assuring that the Revenues derived from such investments are sufficient to provide, with other anticipated Revenues, the debt service on Outstanding Bonds.

5.11 [RESERVED] [RESERVED]

5.13 Covenants Concerning Preservation of Tax Exemption. The Bank hereby covenants and agrees to take all qualifying actions and to not fail to take any qualifying actions which are necessary in order to protect and preserve the exclusion from gross income for federal income tax purposes of the interest on the Series 2020 Bonds. For this purpose, the Bank shall approve and deliver to the Trustee a memorandum of compliance concerning the provisions of the Code necessary to protect and preserve such exclusion. Such memorandum of compliance may only be amended from time to time upon the receipt by the Trustee of an opinion of Bond Counsel to the effect that compliance by the Bank with the memorandum of compliance will not adversely affect the exclusion of interest on the Series 2020 Bonds from gross income of the holders thereof for federal income tax purposes.

ARTICLE 6

REVENUES AND FUNDS Source of Payment of Bonds. The Bonds and all payments by the Bank hereunder are limited obligations of the Bank payable solely out of the Trust Estate as

authorized by the constitution and statutes of the State, including particularly the Act and this Indenture, as provided herein.

6.2 Creation of Funds. There are hereby created by the Bank and ordered established the following funds to be held by the Trustee: (a) the General Fund; and (b) the Rebate Fund. There is hereby created and established in the General Fund a "General Account," "Bond Issuance Expense Account," "Capitalized Interest Account," "Redemption Account," and "Purchase Account." Upon the written request of the Bank, the Trustee shall establish and maintain hereunder such additional Funds, Accounts or subaccounts as the Bank may specify from time to time to the extent that in the judgment of the Trustee the establishment of such Fund or Account is not to the material prejudice of the Trustee or the Bondholders.

6.3 Deposit of Net Proceeds of Bonds.

(a) The Trustee shall deposit the proceeds from the sale of the Series 2020 Bonds in the manner provided in Section 2.2 hereof.

(b) The Trustee shall deposit the proceeds of any Refunding Bonds in the manner provided in the Supplemental Indenture authorizing the issuance thereof.

6.4 Deposit of Revenues and Other Receipts. Upon receipt of any Revenues or other receipts (except the proceeds of the Bonds and moneys received upon sale or redemption prior to maturity of the City Bond), the Trustee shall deposit such amounts into the General Account of the General Fund or such other applicable Fund or Account.

6.5 Operation of General Account and Capitalized Interest Account. The Trustee shall deposit in the General Account of the General Fund and Capitalized Interest Account of the General Fund all amounts required to be deposited therein pursuant to the provisions of this Article VI. On or before three (3) business days next preceding each Interest Payment Date, for the period from the date of closing through _____ 1, 2020, the Trustee shall transfer from the Capitalized Interest Account for deposit in the General Account such amount, less any other amount on deposit in the General Account for the payment of interest, as shall be necessary to pay all or a portion of the interest coming due on the Series 2020 Bonds on such Interest Payment Date to the extent there are available funds. The amounts on deposit in the Capitalized Interest Account, will be transferred by the Trustee to the General Account as follows: \$ _____ of the _____ 1, 202_ Interest Payment Date for a portion of the interest due on the Series 2020 Bonds and \$ _____ of the _____ 1, 202_ Interest Payment Date for a portion of the interest due on the Series 2020 Bonds. Any amounts remaining in the Capitalized Interest Account on _____ 1, 202_, shall be transferred to the General Account for the next payment of interest coming due on the Series 2020 Bonds

The Trustee shall invest funds in the General Account in accordance with Article VIII hereof and shall make the following payments from the General Account on the specified dates and, if there are not sufficient funds to make all the payments required, with the following order of priority:

(a) On or before one (1) Business Day prior to any Interest Payment Date, to the Trustee such amount (including Investment Securities held by Trustee maturing or callable

on or before the applicable Interest Payment Date) as shall be necessary to pay the principal and interest coming due on the Series 2020 Bonds on such Interest Payment Date;

(b) At such times as shall be necessary, to pay Program Expenses;

(c) The amounts, if any, to be transferred to the Rebate Fund as provided in the Arbitrage Rebate Agreement and Section 6.11 hereof; and

(d) After making such payments in paragraphs (a) through (c) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of City Bond Payments in the succeeding twelve (12) months and shall transfer all monies in the General Account, excluding capitalized interest remaining in General Account, which, together with such expected receipts for the succeeding 12 months are in excess of the amounts needed to pay principal and interest on the Series 2020 Bonds within the immediately succeeding twelve month period, to the City at the request of the City with the prior written approval of the Bank.

6.6 Operation of the Redemption Account. The Trustee shall deposit in the Redemption Account all moneys received upon the sale or redemption prior to maturity of the City Bond and all other moneys required to be deposited therein pursuant to the provisions of Article IV and Article VI hereof, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Redemption Account as follows: moneys in the Redemption Account shall be used to redeem Series 2020 Bonds. Such redemption shall be made pursuant to a redemption under the provisions of Article IV hereof. The Trustee shall pay the interest accrued on the Series 2020 Bonds so redeemed to the date of redemption from the General Account and the Redemption Price from the Redemption Account.

6.7 Operation of the Purchase Account. The Trustee shall deposit in the Purchase Account all moneys required to be deposited therein pursuant to the provisions of Section 2.2 and Article VI hereof, shall invest such funds pursuant to Article VIII hereof, and shall disburse the funds held in the Purchase Account to purchase the City Bond in accordance with the procedures established by the Bank as set forth in Article VII hereof upon the submission of requisitions of the Bank signed by an Authorized Officer stating that all requirements with respect to such financing set forth in this Indenture have been or will be complied with. Upon purchase of the City Bond, the City will provide for the deposit of such funds in the 2020 Construction Fund of the City established under the City Bond Resolution, which fund will be used by the City to finance the Construction Project. Any amounts of \$5,000 or more remaining in the Purchase Account after the purchase of the City Bond shall be transferred to the Redemption Account for the redemption of the Series 2020 Bonds. Any amount less than \$5,000 shall be transferred to the General Account.

6.8 [RESERVED] [RESERVED] Operation of Bond Issuance Expense Account. The Trustee shall deposit in the Bond Issuance Expense Account the moneys required to be deposited therein pursuant to Section 2.2 of this Indenture, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Bond Issuance Expense Account as follows:

(a) Upon receipt of acceptable invoices and the written authorization of an Authorized Representative of the City and the Executive Director of the Bank, to pay the Costs of Issuance of the Series 2020 Bonds or to reimburse the Bank for amounts previously advanced for such costs; and

(b) On the date which is thirty (30) days after the date of issuance of the Series 2020 Bonds, any funds remaining in the Bond Issuance Expense Account shall be transferred to the General Account of the General Fund.

6.11 Operation of the Rebate Fund. The Trustee is authorized to establish and maintain, so long as any Series 2020 Bonds are outstanding and are subject to a requirement that arbitrage profits be rebated to the United States of America, a separate fund to be known as the "Rebate Fund." The Trustee shall make information regarding the Series 2020 Bonds and investments hereunder available to the Bank and shall make deposits and disbursements from the Rebate Fund in accordance with the Arbitrage Rebate Agreement and 8.2 hereof, shall invest the Rebate Fund as directed by the City and shall deposit income from such investments immediately upon receipt thereof in the Rebate Fund. Anything in this Indenture to the contrary notwithstanding, the provisions of this Section may be superseded or amended by an amended Arbitrage Rebate Agreement and accompanied by an Opinion of Bond Counsel addressed to the Trustee to the effect that the provisions of the amended Arbitrage Rebate Agreement will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2020 Bonds.

(b) If a deposit to the Rebate Fund is required as a result of the computations made by or on behalf of the Bank pursuant to the Arbitrage Rebate Agreement, the Trustee shall, upon receipt of direction from the Bank, accept such payment for the benefit of the Bank and make transfers of moneys from the General Account or otherwise to the Rebate Fund to comply with such direction. If amounts in excess of that required to be rebated to the United States of America accumulate in the Rebate Fund, the Trustee shall, upon direction from the Bank, transfer such amount to the General Account.

(c) Not later than sixty (60) days after February 1, 20__ and every five (5) years thereafter, the Trustee shall, upon written request of the Bank in accordance with the Arbitrage Rebate Agreement, pay to the United States of America one hundred percent (100%) of the amount required to be on deposit in the Rebate Fund as of such payment date provided that direction from the Bank for transfer of such amount to the Rebate Fund has been previously received by the Trustee pursuant to the provisions of Section 6.11(b), and further provided that funds were available in the General Account to fund one hundred percent (100%) of the amount required to be on deposit in the Rebate Fund as of such payment date. Not later than sixty (60) days after the final retirement of the Series 2020 Bonds, the Trustee shall upon written request of the Bank, pay to the United States of America one hundred percent (100%) of the amount owing to the United States of America. Each payment required to be paid to the United States of America pursuant to this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201. Each payment shall be accompanied by a copy of the Form 8038-G originally filed with respect to the Series 2020 Bonds and a statement of the Bank summarizing the determination of the amount to be paid to the United States of America.

6.12 Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account established under any provision of this Indenture shall be held by the Trustee in trust and applied in accordance with the provisions of this Indenture, except for moneys held pursuant to the Rebate Fund and any Accounts created thereunder and except for moneys deposited with or paid to the Trustee for the redemption of Bonds, notice of the redemption of which has been duly given. Such money shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the security interest created hereby and shall not be subject to any lien or attachment by any creditor of the Bank.

6.13 Amounts Remaining in Funds or Accounts. Any amounts remaining in any Fund or Account after full payment of the Bonds and the fees, charges (including any required rebate to the United States of America) and expenses of the Trustee and all other amounts due and owing hereunder shall be distributed to the City, except for any moneys owing to the Bank which shall be paid to such party and except as provided in Section 3.8 hereof.

6.14 Certain Verifications. The Bank and/or the Trustee from time to time may cause a firm of independent certified public accountants of national standing or other nationally recognized experts to supply the Bank and the Trustee with such information as the Bank or the Trustee may request in order to determine in a manner reasonably satisfactory to the Bank and the Trustee all matters relating to (a) the sufficiency of projected cash flow receipts and disbursements with respect to the Funds and Accounts to pay the principal of and interest on the Bonds and Program Expenses; (b) the actuarial yields on the Outstanding Series 2020 Bonds as the same may relate to any data or conclusions necessary to verify that the Series 2020 Bonds are not arbitrage bonds within the meaning of Section 148 of the Code; (c) the yields on any obligations acquired and held by the Bank and/or the Trustee; and (d) the rebate calculation required by Section 6.11 hereof. The Bank and/or the Trustee from time to time may also obtain an Opinion of Bond Counsel concerning post-issuance compliance with any federal legislation applicable to the Bonds. The fees of such independent certified public accountants and Bond Counsel shall constitute reimbursable Program Expenses.

ARTICLE 7

PURCHASE OF CITY BOND

7.1 Terms and Conditions of Purchase. The City Bond purchased by the Bank shall be purchased on the terms and conditions of, and upon submission of the documents required by this Article VII.

7.2 Purchases. The Trustee shall pay the purchase price of the City Bond upon receipt by the Trustee of:

(a) a written requisition of the Bank signed by an Authorized Officer stating to whom payment is to be made and the amount to be paid;

(b) a certificate signed by an officer of the Bank, attached to the requisition and certifying that the City, pursuant to City Bond Purchase Agreement, has sold or will sell the City Bond to the Bank and is obligated to make City Bond Payments and to pay all fees and

charges required to be paid to the Bank under the City Bond Resolution, and that to the knowledge of such officer, such City is not in default under the payment terms or other material terms or provisions of any other obligations of that City;

(c) a certified transcript of proceedings authorizing the issuance, execution and delivery of the City Bond, which transcript shall contain the certifications required by the Act and such other certifications and representations which are reasonable and appropriate as determined by the Bank or Trustee;

(d) an Opinion of Bond Counsel in form satisfactory to the Bank stating that the City Bond constitutes valid and binding obligation enforceable in accordance with its terms, subject to such enforcement limitations customarily contained in such opinions;

(e) the City Bond, registered as to both principal and interest to the Bank and delivered in accordance with the Act;

(f) an opinion of counsel for the City in form satisfactory to the Bank stating that such City is a Local Governmental Unit within the meaning of the Bank Act;

(g) a signed City Bond Purchase Agreement from the City; and

(h) an executed Arbitrage Rebate Agreement.

Upon receipt of such requisition, transcript, Opinion of Bond Counsel, City Bond and signed documents, the Trustee shall pay such amount directly to the entity entitled thereto as named in such requisition.

7.3 Retention and Inspection of Documents. All requisitions, certificates, transcripts, Opinions of Bond Counsel and the City Bond received by the Trustee, as required in this Article as conditions of payment may be relied upon by and shall be retained in the possession of the Trustee, subject at all times during normal business hours to the inspection of the Bank and, after written request received by the Trustee at least five (5) Business Days prior to the date of inspection, by any Beneficial Owner of at least five percent (5%) in principal amount of Outstanding Bonds.

7.4 Report. The Bank may require a report to be made by an officer or employee of the Trustee on behalf of the Trustee within sixty (60) days after the delivery of the Bonds covering all receipts and all disbursements made pursuant to the provisions of this Article VII in respect of the net proceeds of the Bonds deposited in the Purchase Account. Said report shall be supplemented at least once every sixty (60) days by the Trustee until all of the net proceeds of the Bonds deposited in the Purchase Account shall have been expended. Each such report shall be mailed by the Trustee to the Bank.

ARTICLE 8

INVESTMENT OF MONEYS General Provisions.

(a) Any moneys held as part of any Fund or Account created under or pursuant to Article VI hereof and the Rebate Fund shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities as may be directed in writing by the City. All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited and, except as provided in Article VI, all income and profits on such investments, other than from moneys on deposit in the Rebate Fund or any Account created thereunder, shall be deposited as received in the General Account. The Trustee may make any and all such investments through its bond department or through the bond department of any financial institution which is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. Moneys in separate Funds and Accounts may not be commingled for the purpose of investment or deposit. The Trustee and the Bank agree that all investments, and all instructions of the Bank to the Trustee with respect thereto shall be made in accordance with prudent investment standards reasonably expected to produce the greatest investment yields while seeking to preserve principal without causing any of the Series 2020 Bonds to be arbitrage bonds as defined in Section 148 of the Code. Any investment losses shall be charged to the Fund or Account in which moneys used to purchase such investment had been deposited. For so long as the Trustee is in compliance with the provisions of this Section 8.1, the Trustee shall not be liable for any investment losses. Moneys in any Fund or Account shall be invested in Investment Securities with a maturity date, or a redemption date which shall coincide as nearly as practicable with times at which moneys in such Funds or Accounts will be required for the purposes thereof. The Trustee shall sell and reduce to cash a sufficient amount of such investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held in any Fund or Account, except for the Rebate Fund and any Accounts created thereunder, will be added to the General Account.

(b) The Bank (a) certifies to the owners of the Series 2020 Bonds from time to time Outstanding that moneys on deposit in any Fund or Account in connection with the Series 2020 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2020 Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Series 2020 Bonds to lose the exclusion from gross income for federal income tax purposes and (b) covenants with the owners of the Series 2020 Bonds from time to time Outstanding that, so long as any of the Series 2020 Bonds remain Outstanding, moneys on deposit in any Fund or Account established in connection with the Series 2020 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2020 Bonds or from any other source, will not be used in any manner which will cause the interest on the Series 2020 Bonds to become subject to federal income taxation.

8.2 Arbitrage Restrictions; Series 2020 Bonds to Remain Tax Exempt.

(a) The Bank shall provide the Trustee with the Arbitrage Rebate Agreement which shall govern the investment of the Funds and Accounts and the application of Section 6.11 hereof.

(b) Without limiting subsection (b) of Section 8.1 hereof, the Bank further covenants and agrees that it will not take any action or fail to take any action with respect to the

investment of the proceeds of the Series 2020 Bonds, or with respect to the investment or application of any payments under the City Bond or any other agreement or instrument entered into in connection therewith or with the issuance of the Series 2020 Bonds, including but not limited to the obligation, if any, to rebate certain funds to the United States of America, which would result in constituting the Series 2020 Bonds arbitrage bonds within the meaning of such term as used in Section 148 of the Code. The Bank further agrees that it will not act in any other manner which would adversely affect the exclusion from gross income tax for federal income tax purposes of the interest on the Series 2020 Bonds.

8.3 Valuation of Investments. For the purpose of determining the amount in any Fund or Account, all Investment Securities credited to such Fund or Account shall be valued at the lesser of (a) the average of the bid and asked prices most recently published prior to the date of determination for those Investment Securities, the bid and asked prices of which are published on a regular basis in The Wall Street Journal, or, if not there, in The New York Times; or (b) the average bid price as of the date of determination by any two nationally recognized government securities dealers selected by the Trustee for those Investment Securities the bid and asked prices of which are not published on a regular basis as set forth in subsection (a) above; or (c) par value (plus, prior to the first payment of interest following purchase, the amount of any accrued interest paid as part of the purchase price) for Investment Securities which are certificates of deposit and bankers acceptances; or (d) for all other Investment Securities the lesser of cost or market value (exclusive of accrued interest paid as part of the purchase price after the first payment of interest following purchase); provided, however, that any repurchase agreements shall be valued, respectively, at the unpaid repurchase price or principal balance collectible pursuant thereto.

ARTICLE 9

DISCHARGE OF INDENTURE Except as provided in this Article IX, if payment or provision for payment is made, to the Trustee, of the principal of, premium, if any, and interest due and to become due on the Bonds at the times and in the manner stipulated therein, and there is paid or caused to be paid to the Trustee all sums of money due and to become due according to the provisions hereof, and all other amounts due hereunder have been paid in full, then these presents and the Trust Estate and rights hereby granted shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Bank such instruments in writing as shall be requisite to cancel and discharge the lien hereof, and release, assign and deliver unto the Bank any and all estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee hereby or otherwise subject to the lien of this Indenture, except moneys or securities held by the Trustee for the payment of the principal of, premium, if any, and interest on the Bonds.

Any Bond shall be deemed to be paid within the meaning of this Indenture when (a) payment of the principal of (and premium, if any, on) such Bond and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture or otherwise), either (i) shall have been made or caused to have been made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and exclusively for such payment, (A) moneys sufficient to make such payment or (B) Governmental Obligations maturing as to principal and interest in such amounts

and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payment, or (C) a combination of such moneys and Governmental Obligations, and (b) all necessary and proper fees and expenses of the Trustee pertaining to the Bonds, including the amount, if any, required to be rebated to the United States of America in accordance with the Arbitrage Rebate Agreement and Section 6.11 hereof, with respect to which such deposit is made shall have been paid or deposited with the Trustee.

Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until the Bank shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

(a) stating the date when the principal of each such Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted by this Indenture);

(b) to call for redemption pursuant to this Indenture any Bonds to be redeemed prior to maturity pursuant to (a) hereof; and

(c) to mail, as soon as practicable, in the manner prescribed by Article IV hereof, a notice to the owners of such Bonds that the deposit required by (b) of the preceding paragraph has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Article and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of or redemption price, if applicable, on said Bonds as specified in subparagraph (a) of this paragraph; provided, however, such notice can be given in advance of such deposit if such funds represent sufficient funds in the form of cash for the payment of principal of, premium, if any, and interest on the Bonds to be paid prior to their due date by reason of maturity or upon redemption within ninety (90) days of the delivery date of the Bonds.

Any moneys so deposited with the Trustee as provided in this Article may at the direction of the Bank also be invested and reinvested in Governmental Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee pursuant to this Article which is not required for the payment of the Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be deposited in the General Account, as and when and collected for use and application as are other moneys deposited in the General Account.

With respect to the Series 2020 Bonds, no such deposit under this Article shall be made or accepted hereunder and no use made of any such deposit unless the Trustee shall have received an Opinion of Bond Counsel to the effect that such deposit and use would not cause any of the Series 2020 Bonds to be treated as arbitrage bonds within the meaning of Section 148 of the Code. Moreover, no such deposit shall be deemed a payment of Bonds unless the Trustee shall have received a verification from an accountant or firm of accountants appointed by the Bank and acceptable to the Trustee verifying the sufficiency of the deposit to pay the principal of, premium, if any, and interest on the Bonds to the due date, whether such due date be by reason of maturity or upon redemption. Provided, however, such verification from an accountant

or firm of accountants appointed by the Bank and acceptable to the Trustee, will not be required if the deposit made with the Trustee represents sufficient funds in the form of cash for the payment of principal of, premium, if any, and interest on the Bonds to be paid prior to their due date by reason of maturity or upon redemption within ninety (90) days of the delivery date of the Bonds. If requested by the Trustee, the Bank will provide proof in a form acceptable to the Trustee of the sufficiency of the cash funds deposited as stated in the preceding sentence.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Article, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds (including interest thereon but excluding any amounts set aside for rebate to the United States of America in accordance with the Arbitrage Rebate Agreement and Section 6.11 hereof) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such moneys or obligations have been so set aside in trust.

Upon the deposit with the Trustee, in trust, at or before maturity, of money or Governmental Obligations in the necessary amount to pay or redeem all Outstanding Bonds as aforesaid (whether upon or prior to their maturity or the redemption date of such Bonds), provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as hereinabove provided, or provisions satisfactory to the Trustee shall have been made for the giving of such notice, and compliance with the other payment requirements hereof, this Indenture may be discharged in accordance with the provisions hereof but the limited liability of the Bank in respect of such Bonds shall continue provided that the owners thereof shall thereafter be entitled to payment only out of the moneys or Governmental Obligations deposited with the Trustee as aforesaid.

ARTICLE 10

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS Defaults; Events of Default. If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

- (a) Default in the due and punctual payment of any interest on any Bond; or
- (b) Default in the due and punctual payment of the principal or redemption premium of any Bond whether at the stated maturity thereof or on any date fixed for redemption; or
- (c) Failure of the Bank to remit to the Trustee within the time limits prescribed herein any moneys which are required by this Indenture to be so remitted; or
- (d) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Bank contained in this Indenture or in the Bonds and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or
- (e) Any warranty, representation or other statement by or on behalf of the Bank contained in this Indenture or in any instrument furnished in compliance with or in

reference to this Indenture is false or misleading, when made, in any material respect, and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or

(f) A petition is filed against the Bank under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect and is not dismissed within sixty (60) days after such filing; or

(g) The Bank files a petition in voluntary bankruptcy or seeking relief under any provisions of any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(h) The Bank is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors, or a liquidator or trustee of the Bank or any of its property is appointed by court order or takes possession of such property and such order remains in effect or such possession continues for more than 60 days; or

(i) Default in the due and punctual payment of any interest or principal on the City Bond; or

(j) [Reserved]; or

(k) The Bank for any reason shall be rendered incapable of fulfilling its obligations under this Indenture; or

(l) There is an event of default under the City Bond Resolution.

10.2 Remedies: Rights of Bondholders. Upon the occurrence of an Event of Default, the Trustee shall notify the owners of all Bonds then Outstanding of such Event of Default by registered or certified mail, and will have the following rights and remedies:

(a) The Trustee may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the Bonds then Outstanding, including enforcement of any rights of the Bank or the Trustee under the City Bond.

(b) The Trustee may by action or suit in equity require the Bank to account as if it were the trustee of an express trust for the holders of the Bonds and may take such action with respect to the City Bond as the Trustee deems necessary or appropriate and in the best interest of the Bondholders, subject to the terms of the City Bond.

(c) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee will be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

(d) The Trustee may declare the principal of and accrued interest on all Bonds to be due and payable immediately in accordance with this Indenture and the Act, by notice to the Bank and the Attorney General of the State and as otherwise required by the Act.

Upon the occurrence of an Event of Default, (a) if requested so to do by the holders of twenty-five percent (25%) or more in aggregate principal amount of all Bonds then Outstanding and if indemnified as provided in Section 11.1(k) hereof, or (b) if indemnified as provided in Section 11.1(k) hereof, the Trustee shall be obligated to exercise such one or more of the rights, remedies and powers conferred by this Section as the Trustee, being advised by Counsel, shall deem most expedient in the interests of the Bondholders.

No right or remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

No delay or omission to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

10.3 Rights of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, subject to Section 15.1 herein, the Beneficial Owners of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law, including the Act, and of this Indenture.

10.4 Appointment of Receivers. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings with such powers as the court making such appointment shall confer.

10.5 Application of Moneys. All moneys received by the Trustee pursuant to any right or remedy given or action taken under the provisions of this Article (including moneys received by virtue of action taken under provisions of the City Bond) shall, after payment of the

costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee and any other moneys owed to the Trustee hereunder, be deposited in the General Account and all moneys in such Accounts shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST - To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, including interest on any past due principal of any Bond at the rate borne by such Bond, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to such payment ratably, according to the amounts due on such installments, to the persons entitled thereto, without any discrimination or privilege;

SECOND - To the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due either at maturity or pursuant to a call for redemption (other than Bonds called for redemption for the payment of which other moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of Bonds due on any particular date, together with such interest, then to such payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege;

THIRD - To be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the Bonds which may then become due either at maturity or upon call for redemption prior to maturity and, if the amount available shall not be sufficient to pay in full the principal of and interest on Bonds due on any particular date, such payment shall be made ratably according to the amount of principal and interest due on such date to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee

shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment of principal to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of and interest on all Bonds have been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid and all other amounts due hereunder have been paid in full, any balance remaining in the General Account shall be paid as provided in Article VI hereof.

10.6 Remedies Vested in the Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding related thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of all the Outstanding Bonds.

10.7 Rights and Remedies of Bondholders. No owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (a) a Default has occurred, (b) such Default shall have become an Event of Default and the Beneficial Owners of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the remedies hereinbefore granted or to institute such action, suit or proceeding in its own name, (c) such Beneficial Owners of Bonds have offered to the Trustee indemnity as provided in Section 11.1(k) hereof, and (d) the Trustee has refused, or for sixty (60) days after receipt of such request and offer of security and/or indemnification has failed to exercise the remedies hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such request and offer of security and/or indemnity are hereby declared in every case at the option of Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his, her or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Bonds then Outstanding. However, nothing contained in this Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the limited obligation of the Bank to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective owners thereof at the time and place, from the source and in the manner expressed in the Bonds.

10.8 Termination of Proceedings. In case the Trustee or any owner of any Bonds shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and with regard to the property herein subject to this Indenture, and all rights, remedies and powers of the Trustee and the owners of Bonds shall continue as if no such proceedings had been taken.

10.9 Waivers of Events of Default. The Trustee may, at its discretion waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the Beneficial Owners of (a) more than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of all the Bonds then Outstanding in respect of which an Event of Default in the payment of principal or interest exists, or (b) more than fifty percent (50%) in aggregate principal amount of all Bonds then Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (x) any Event of Default in the payment of the principal of any Outstanding Bond at the date of maturity specified therein or (y) any Event of Default in the payment when due of the interest on any Outstanding Bond unless prior to such waiver all of the interest or all payments of principal when due, as the case may be, with interest on overdue principal at the rate borne by such Bond, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for or (z) any Event of Default for nonpayment of Program Expenses; and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or recession shall extend to any subsequent or other Event of Default, or impair any rights consequent thereon.

10.10 Notice of Defaults under Section 10.1(d) or (e); Opportunity of the Bank to Cure Such Defaults. Anything herein to the contrary notwithstanding, no Default under Section 10.1(d) or (e) hereof shall constitute an Event of Default until actual notice of such Default by registered or certified mail shall be given to the Bank by the Trustee and the Bank shall have had sixty (60) days after receipt of such notice to correct the Default or cause the Default to be corrected, and shall not have corrected the Default or caused the Default to be corrected within the applicable period; provided, however, if the Default be such that it is correctable but cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Bank within the applicable period and diligently pursued until the Default is corrected. If a Default is cured under this Section 10.10, then it will not constitute an Event of Default.

With regard to any alleged Default concerning which notice is given to the Bank under the provisions of this Section, the Bank hereby grants to the Trustee full authority for the account of the Bank to perform any covenant or obligation the failure of performance which is alleged in said notice to constitute an Event of Default, in the name and stead of the Bank with full power to do any and all things and acts to the same extent that the Bank could do and perform any such things and acts and with power of substitution.

ARTICLE 11

TRUSTEE

11.1 Acceptance of the Trusts. The Trustee hereby accepts the trusts and duties imposed upon it by this Indenture, and agrees to perform said trusts and duties with the same degree of care and skill in their exercise, as a prudent corporate trustee would exercise or use under the circumstances in the conduct of his own affairs, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived) the Trustee shall exercise the rights and powers vested in it by this Indenture in accordance with the standard specified above.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same if appointed in accordance with the standard specified above, and shall be entitled to advice of Counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney or firm of attorneys (who may be the attorney or firm of attorneys for the Bank or the Trustee), if selected in accordance with the standard set forth above. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds, other than the Certificate of Authentication required by Section 3.4 hereof, or for the validity of the execution by the Bank of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not the Trustee and Bonds owned by the Trustee shall be deemed Outstanding unless canceled pursuant to the provisions hereof.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed to be genuine and correct and to have been signed or sent by the proper person or persons. The Trustee shall not withhold unreasonably its consent, approval or action to any reasonable request of the Bank. Any action taken by the Trustee pursuant to this Indenture upon the request of the Bank or consent of any person who at the time of making such request or giving such consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled in good faith to rely upon a certificate signed by an Authorized Officer as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has become aware shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient but may in its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Authorized Officer of the Bank under its seal to the effect that a resolution in the form therein set forth has been adopted by the Bank as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and it shall not be answerable for other than its gross negligence or willful default.

(h) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect any and all of the books, papers and records of the Bank pertaining to the Revenues and receipts pledged to the payment of the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(j) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, deemed desirable by the Trustee for the purpose of establishing the right of the Bank to the authentication of any Bonds, the withdrawal of any cash or the taking of any other action by the Trustee.

(k) Before taking any action referred to in Section 10.2, 10.3 or 10.7 hereof, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful default, by reason of any action so taken.

(l) All moneys received by the Trustee shall, until used, applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law and this Indenture. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(m) The Trustee for all purposes of this Indenture shall be deemed to be aware of any Event of Default in the payment of principal of or interest on any of the Bonds and any event of default in the payment of principal of and interest on the City Bond.

(n) The Trustee shall have no obligation to file financing statements or continuation statements.

(o) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Indenture and final payment of the Bonds.

11.2 Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to prompt payment and reimbursement upon demand for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as paying agent and registrar for the Bonds but only as herein provided. Upon any Event of Default, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of or interest on any Bond upon the Trust Estate for the foregoing fees, charges and expenses incurred by it, respectively.

11.3 Intervention by the Trustee. In any judicial proceeding to which the Bank is a party and which in the opinion of the Trustee and its Counsel has a substantial bearing on the interests of the owners of the Bonds, the Trustee may intervene on behalf of the Bondholders, and shall do so if requested in writing by the Beneficial Owners of at least twenty-five percent (25%) of the aggregate principal amount of Bonds then Outstanding upon receiving indemnification satisfactory to the Trustee.

11.4 Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party ("Reorganization"), ipso facto shall be and become successor Trustee hereunder, if legally qualified to serve as such, and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided that within thirty (30) days of the effective date of such Reorganization, the Bank may object to such corporation or association becoming successor Trustee by filing written notice of such objection with the successor Trustee and by mailing such notice to each Bondholder whereupon a successor or temporary Trustee shall be appointed in accordance with Section 11.7 hereof.

11.5 Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby by giving thirty (30) days' written notice by registered or

certified mail to the Bank and the owner of each Bond as shown by the list of Bondholders required by this Indenture to be kept at the office of the Trustee, and such resignation shall only take effect upon the appointment of a successor Trustee in accordance with Section 11.7 and acceptance of such appointment by the successor Trustee.

11.6 Removal of the Trustee. The Trustee may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Trustee and to the Bank and signed by the Beneficial Owners of a majority in aggregate principal amount of all Bonds then Outstanding or their attorneys-in-fact duly. Notice of the removal of the Trustee shall be given in the same manner as provided in Section 11.5 hereof with respect to the resignation of the Trustee. So long as no Event of Default or an event which, with the passage of time would become an Event of Default, shall have occurred and be continuing, the Trustee may be removed at any time for cause by resolution or other official written action taken by the Bank with such written action to be filed with the Trustee.

11.7 Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of all Bonds then Outstanding by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact duly authorized, a copy of which shall be delivered personally or sent by registered mail to the Bank. Nevertheless, in case of such vacancy, the Bank by resolution may appoint a temporary Trustee to fill such vacancy. Within ninety (90) days of such appointment, the Bondholders may appoint a successor Trustee; any such successor Trustee so appointed by the Bank shall become the successor Trustee if no appointment is made by the Bondholders within such period, but in the event an appointment is made by the Bondholders, the temporary Trustee shall immediately and without further act be superseded by any Trustee so appointed by such Bondholders. Notice of the appointment of a successor Trustee shall be given in the same manner as provided by Section 11.5 hereof with respect to the resignation of a Trustee. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing in and incorporated under the laws of the State, duly authorized to exercise trust powers and subject to examination by federal or State authority, having a reported capital and surplus of not less than \$75,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

11.8 Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also to the Bank an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the Bank, after the payment of all fees, charges and expenses which may be due and owing to such predecessor pursuant to the provisions of Section 11.2 hereof, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and shall deliver all securities, moneys and other property or documents held by it as Trustee hereunder to its or his successor hereunder. Should any instrument in writing from the Bank be required by any

successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Bank. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed or recorded by the successor Trustee in each recording office where this Indenture shall have been filed or recorded, if any.

11.9 Indemnification. The Bank, will, to the fullest extent permitted by law, protect, indemnify and save the Trustee and its respective officers, board members, attorneys, agents, and employees, harmless from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Trustee), taxes, causes of action, suits, claims, demands and judgments of any nature arising from:

(a) violation of any agreement, provision or condition of this Indenture, the City Bond, the Bonds or the City Bond Resolution except a violation by the Trustee;

(b) any statement or information relating to the expenditure of the proceeds of the Series 2020 Bonds contained in the "Tax Certificate" or similar document furnished by the City to the Bank which, at the time made, is misleading, untrue or incorrect in any material respect; and

(c) any untrue statement or alleged untrue statement of a material fact contained in any offering material relating to the sale or remarketing of the Bonds (as from time to time amended or supplemented) or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or failure to properly register or otherwise qualify the sale of the Bonds or failure to comply with any licensing or other law or regulation which would affect the manner whereby or to whom the Bonds could be sold.

Promptly after receipt by the Trustee of notice of the commencement of any action with respect to which security and/or indemnity may be sought against the Bank under this Section, the Trustee will notify the Bank in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the Bank shall assume the defense of such action (including the employment of Counsel or such other person as the case may be, and the payment of expenses). Insofar as such action shall relate to any alleged liability with respect to which security and/or indemnity may be sought against the Bank, the Trustee shall have the right to employ separate Counsel in any such action and to participate in the defense thereof, but the fees and expenses of such Counsel shall not be at the expense of the Bank unless the employment of such Counsel has been specifically authorized by the Bank, which approval shall not be unreasonably withheld. The Bank shall not be liable to indemnify any person for any settlement of any such action effected without its consent.

The provisions of this Section 11.9 shall survive the payment and discharge of the City Bond and the Bonds.

11.10 Successor Trustee as Trustee of Funds, Paying Agent and Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee of the funds provided hereunder and registrar and paying agent for principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee, registrar and paying agent.

ARTICLE 12

SUPPLEMENTAL INDENTURES

12.1 Supplemental Indentures not Requiring Consent of Bondholders. The Bank and the Trustee may, without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of Outstanding Bonds and does not require unanimous consent of the Bondholders pursuant to Section 12.2 hereof;
- (c) To subject to this Indenture additional Revenues, properties or collateral;
- (d) To modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner (1) as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or, (2) to preserve the status of the interest on any Series 2020 Bond as exempt from inclusion in gross income of the holders thereof for federal income tax purposes, or (3) to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, or, (4) if so determined, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;
- (e) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee hereunder or the succession of a new registrar and/or paying agent; and
- (f) In connection with issuance of Refunding Bonds.

12.2 Supplemental Indentures Requiring Consent of Bondholders. Exclusive of Supplemental Indentures provided for by Section 12.1 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding which are affected (exclusive of Bonds held by the Bank) shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Bank and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed

necessary and desirable by the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit, or be construed as permitting, without the consent of the owners of all then Outstanding Bonds, (a) an extension of the maturity of the principal of or the interest or redemption date on any Bond issued hereunder, or (b) a reduction in the principal amount of any Bond or change in the rate of interest or redemption premium, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture, or (e) the creation of any lien securing any Bonds other than a lien ratably securing all of the Bonds at any time Outstanding hereunder, or (f) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee without the written consent of the Trustee.

If at any time the Bank shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes set forth in this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be mailed by registered or certified mail to each owner of a Bond at the address shown on the registration records maintained by the Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Bondholders. If, within sixty (60) days, or such longer period as shall be prescribed by the Bank, following the mailing of such notice, the owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture (exclusive of Bonds held by the Bank) shall have consented to and approved the execution of such Supplemental Indenture as provided in Section 15.1 hereof, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Bank from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

ARTICLE 13

[INSERT ANY BOND INSURANCE PROVISIONS]

ARTICLE 14

[RESERVED]

ARTICLE 15

MISCELLANEOUS

15.1 Consents, Etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number or concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by an agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it or them under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved (i) by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or (ii) by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register of the Bank maintained by the Trustee pursuant to Section 3.6 hereof.

15.2 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person or company other than the parties hereto, and the owners of the Bonds, any legal or suitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the owners of the Bonds as herein provided.

15.3 Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

15.4 Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the appropriate Notice Address. A duplicate copy of each notice required to be given hereunder by the Trustee or the Bank to the City or the Underwriter shall also be given to the other. The Bank or the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

15.5 Trustee as Paying Agent and Registrar. The Trustee is hereby designated and agrees to act as paying agent and registrar for and in respect to the Bonds.

15.6 Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be in the city of payment a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal may be made on the next Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption.

15.7 Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

15.8 Receipt of Money or Revenues by Trustee. The Trustee is an authorized agent of the Bank for purposes of receiving money and Revenues on behalf of the Bank in accordance with provisions of this Indenture.

It is not the intent of this Section 15.8, or any other Section of this Indenture, to create a power of attorney relationship between the Bank and the Trustee.

15.9 Applicable Provisions of Law. This Indenture shall be governed by and construed in accordance with the laws of the State.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the Bank has caused this Indenture to be executed on its behalf by its Executive Director and the seal of the Bank to be hereunto affixed and duly attested by its Secretary and the Trustee, to evidence its acceptance of the trusts created hereunder, has caused this Indenture to be executed in its name by its duly authorized officers and its corporate seal to be hereunto affixed and duly attested, all as of the day and year first above written.

MISSISSIPPI DEVELOPMENT BANK

By:

Executive Director

(SEAL)

ATTEST:

Secretary

Signature page to the Indenture of Trust, by and between, the Mississippi Development Bank and Hancock Whitney Bank, as Trustee, dated _____, 2020.

**HANCOCK WHITNEY BANK,
as Trustee**

By: _____
Title: Senior Vice President & Trust Officer

Signature page to the Indenture of Trust, by and between, the Mississippi Development Bank and Hancock Whitney Bank, as Trustee, dated _____, 2020.

STATE OF MISSISSIPPI

COUNTY OF HINDS

On the ____ day of _____, 2020, before me, a Notary Public in and for said County, personally appeared E. F. Mitcham, Jr. and Larry W. Mobley to me personally known, who, being by me first duly sworn, did say that they are the Executive Director and Secretary, respectively, of the Mississippi Development Bank, the Bank named in and which executed the foregoing Indenture, that the seal affixed to said instrument is the seal of the Bank, and that said instrument was signed, sealed, executed and delivered on behalf of said Bank by authority of its Board of Directors.

Notary Public

My Commission Expires:

(SEAL)

STATE OF MISSISSIPPI

COUNTY OF _____

On the ____ day of _____, 2020, before me, a Notary Public in and for said County, personally appeared Susan R. Tsimortos to me personally known, who, being by me first duly sworn, did say that she is the Senior Vice President and Trust Officer of Hancock Whitney Bank, Jackson, Mississippi, the Trustee named in and which executed the foregoing Indenture, that the seal affixed to said instrument is the seal of the Trustee, and that said instrument was signed, sealed, executed and delivered on behalf of said Trustee by authority of its Board of Directors.

Notary Public

My Commission Expires:

(SEAL)

EXHIBIT A
FORM OF CITY BOND

[CITY BOND FORM]

THIS CITY BOND HAS BEEN ASSIGNED TO HANCOCK WHITNEY BANK, JACKSON, MISSISSIPPI, AS TRUSTEE (THE "TRUSTEE") UNDER AN INDENTURE OF TRUST (THE "INDENTURE") DATED AS OF _____, 2020, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE TRUSTEE. THIS CITY BOND IS REGISTERED IN THE NAME OF THE TRUSTEE AND IS NON-TRANSFERRABLE EXCEPT AS PERMITTED IN THE INDENTURE.

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI

CITY OF HATTIESBURG
GENERAL OBLIGATION BOND
SERIES 2020

NO. 1

\$15,150,000

Rate of Interest

Maturity

Dated Date

%

_____, 2020

Registered Owner: HANCOCK WHITNEY BANK,
As Assignee of the Mississippi Development Bank

Principal Amount:

DOLLARS

The City of Hattiesburg, State of Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this City Bond, at the principal office of Hancock Whitney Bank, in Jackson, Mississippi, or its successor, as paying agent (the "Paying Agent") for the General Obligation Bond, Series 2020, of the City (the "City Bond"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this City Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by Hancock Whitney Bank, Jackson, Mississippi, or its successor, as transfer agent for the City Bond (the "Transfer Agent") at the times and periods as provided in the Indenture (herein defined).

The City further promises to pay interest on such principal amount from the date of this City Bond until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date (as defined in the Bond Resolution defined below).

Payments of principal of and interest on this City Bond shall be made by check or draft mailed on the Interest Payment Date (as defined in the Bond Resolution) to such Registered Owner at his address as it appears on such registration records.

This City Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-33-301 *et seq.* and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended, and by the further authority of proceedings duly had by the Mayor and the City Council of the City, including a resolution adopted July 7, 2020 (the "**Bond Resolution**").

This City Bond is issued in the aggregate authorized principal amount of Fifteen Million One Hundred Fifty Thousand Dollars (\$15,150,000) to raise money for the purpose of providing funds for (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, and purchasing buildings and land therefor; (iii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (iv) constructing bridges and culverts; and (v) for other authorized purposes under Mississippi Code Ann. Sections 21-33-301 *et seq.*, as amended and/or supplemented from time to time (the "**City Bond Act**") and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Bank Act**" and together with the City Bond Act, the "**Act**"), including funding capitalized interest, if applicable and paying the costs of borrowing, including any costs for bond insurance premium, if applicable (the "**Project**").

The City will duly and punctually pay the principal of, premium, if any, and interest on the City Bond at the dates and the places and in the manner mentioned in the Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon the City Bond, the City agrees to make payments upon the City Bond and be liable therefor at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on the \$15,150,000 Mississippi Development Bank Special Obligation Bonds, Series 2020 (Hattiesburg, Mississippi General Obligation Bond Project) (the "**Bank Bonds**"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank and Hancock Whitney Bank, Jackson, Mississippi, as trustee (the "**Trustee**"), dated _____, 2020 (the "**Indenture**") when due whether upon a scheduled interest payment date, at maturity or by mandatory redemption or optional redemption.

Reference is hereby made to the Bond Resolution and to all amendments and supplements thereto for the provisions, among others, with respect to the nature and extent of the security for the Bondholder, the rights, duties and obligations of the City and the Bondholder and the terms upon which the City Bond is or may be issued and secured.

The City and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

The City Bond is a general obligation of the City and shall be payable as to principal of, premium, if any, and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City adequate and sufficient to provide for

the payment of the principal of, premium, if any, and interest on the City Bond as the same becomes due; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the City Bond as the same falls due. The avails of said tax are irrevocably pledged by the City under the Bond Resolution for the payment of the principal of, premium, if any, and interest on the City Bond as the same shall mature and accrue. Should there be a failure in any year to comply with the requirements, such failure shall not impair the right of the holder of the City Bond in any subsequent year to have adequate taxes levied and collected to meet the obligations of the City Bond, as to principal of, premium, if any, and interest.

This City Bond is the only evidence of indebtedness issued and outstanding under the Bond Resolution. This City Bond has been purchased by the Mississippi Development Bank and has been assigned to the Trustee under the Indenture. This City Bond is registered in the name of the Trustee and is non-transferrable except as provided in the Indenture.

The City and the Trustee may deem and treat the person in whose name this City Bond is registered as the absolute owner hereof, whether this City Bond shall be overdue or not, for the purpose of receiving payment of the principal of, redemption premium, if any, and interest on this City Bond and for all other purposes. All such payments so made to the registered owner shall be valid and effectual to satisfy and discharge the liability upon this City Bond to the extent of the sum or sums or paid, and neither the City nor the Trustee shall be affected by any notice to the contrary.

Upon a default in payment under this City Bond, the Trustee may, as provided in the Indenture and the Bond Resolution, declare the principal of and accrued interest on this City Bond to be due and payable immediately.

This City Bond shall only be redeemed under the Bond Resolution to the extent and in the manner required to redeem the Bank Bonds pursuant to the provisions of the Indenture.

Modifications or alterations of the Bond Resolution may be made only to the extent and under the circumstances permitted by the Indenture.

This City Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

Capitalized terms used herein, but not defined herein, shall have the meanings given to such terms in the Bond Resolution and the Indenture.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the City Bond, in order to make the same legal and binding general

obligation of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this City Bond, including principal, premium, if any, and interest, the full faith and credit of the City are hereby irrevocably pledged.

IN WITNESS WHEREOF, the City has caused this City Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the City Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, on this the ____ day of ____, 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Mayor

COUNTERSIGNED:

City Clerk
(SEAL)

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This City Bond is the City Bond described in the within mentioned Bond Resolution and is the General Obligation Bond, Series 2020, of the City of Hattiesburg, Mississippi.

HANCOCK WHITNEY BANK,
as Transfer Agent

BY: _____
Authorized Signatory

Date of Registration and Authentication: ____, 2020

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI
COUNTY OF FORREST
CITY OF HATTIESBURG

I, the undersigned City Clerk of the City of Hattiesburg, Mississippi, do hereby certify that the within City Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by

Decree of the Chancery Court of Forrest County, Mississippi, rendered on the __ day of _____, 2020.

City Clerk

(SEAL)

[END OF CITY BOND FORM]

BOND PURCHASE AGREEMENT

Regarding the

\$15,150,000

**MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2020
(HATTIESBURG, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)**

Mississippi Development Bank
735 Riverside Drive, Suite 300
Jackson, Mississippi 39202

Mayor and City Council
City of Hattiesburg, Mississippi
200 Forrest Street
Hattiesburg, Mississippi 39401

Ladies and Gentlemen:

The undersigned, Raymond James & Associates, Inc. (the "**Underwriter**"), being duly authorized, offers to enter into the following agreement with the Mississippi Development Bank (the "**Bank**") and the City of Hattiesburg, Mississippi (the "**City**"), which, upon your acceptance of this offer, will be binding upon the Bank and the City and upon the Underwriter. This offer is made subject to your written acceptance of this Bond Purchase Agreement on or before 5:00 o'clock p.m., Mississippi Time, on _____, 2020, and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered by the Underwriter to the Bank and the City at the above addresses, at any time prior to the acceptance hereof by you.

1. Purchase.

(a) Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Bank for offering to the public, and the Bank hereby agrees to sell and deliver to the Underwriter for such purpose, an aggregate of \$15,150,000 principal amount of the Bank's Special Obligation Bonds, Series 2020 (Hattiesburg, Mississippi General Obligation Bond Project) (the "**Bonds**"), dated the date of delivery thereof, and having maturities and bearing interest at the rates per annum as set forth in **Exhibit A** hereto, and payable as described in the resolution concerning the Bonds adopted on July 8, 2020, by the Board of Directors of the Bank (the "**Bank Resolution**"), an Indenture of Trust under which the Bonds will be issued and by which they will be secured, dated as of _____, 2020 (the "**Indenture**"), by and between Hancock Whitney Bank, Jackson, Mississippi, as trustee (the "**Trustee**"), and otherwise having such terms as are described in the Preliminary Official Statement (as hereinafter defined). The purchase price for the Bonds shall be \$_____, being comprised of the principal amount of the Bonds of \$15,150,000.00, plus a net original issue premium of \$_____, and less an

Underwriter's discount of \$ _____, which purchase price, subject to the terms and conditions of this Bond Purchase Agreement, will be paid to the Trustee on behalf of the Bank on the date of the payment for and delivery of the Bonds (herein called the "**Closing**"). The Bonds will be subject to optional redemption prior to maturity as set forth in **Exhibit B** hereto.

(b) It is intended that interest on the Bonds will be excluded from gross income for federal income tax purposes under existing statutes, regulations, rulings and court decisions and as set forth in the Preliminary Official Statement, and in reliance thereon, the Underwriter may offer the Bonds without registration under the Securities Act of 1933, as amended.

(c) All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Indenture and the Preliminary Official Statement.

(d) The principal of, premium, if any, and interest on the Bonds shall be payable solely and only from those revenues and funds of the Bank under the Indenture, including the \$15,150,000 City of Hattiesburg, Mississippi General Obligation Bond, Series 2020 (the "**City Bond**") and payments derived therefrom, as more particularly described in the Preliminary Official Statement. The City Bond has been sold to the Bank by the City pursuant to a resolution of the City adopted by the Mayor and City Council of the City (the "**Governing Body**") on July 7, 2020, authorizing the sale and issuance of the City Bond and approving the sale and issuance of the Bonds (the "**City Bond Resolution**" and collectively with the Bank Resolution, the "**Bond Resolutions**"), and a City Bond Purchase Agreement between the City and the Bank (the "**City Bond Purchase Agreement**"). The City Bond is a general obligation of the City and represents a pledge of the full faith, credit and taxing power thereof.

2. Preliminary Official Statement and Official Statement. A Preliminary Official Statement of the Bank, dated _____, 2020 (the "**Preliminary Official Statement**"), has been distributed in connection with the Bonds, and an Official Statement of the Bank, to be dated the date hereof, will be delivered as hereinafter set forth in this Paragraph 2. The final Official Statement as it may be amended or supplemented, with the written consent of the Bank and the Underwriter, is hereinafter called the "Official Statement."

The Bank and the City hereby authorize the use of the Preliminary Official Statement, the Official Statement and the information therein contained by the Underwriter in connection with the public offering and the sale of the Bonds. As required by Rule 15c2-12 promulgated by the Securities and Exchange Commission under Section 15 of the Securities Exchange Act of 1934, as amended ("**Rule 15c2-12**"), the Underwriter shall deliver the Official Statement to the Municipal Securities Rulemaking Board (the "**MSRB**"). The Bank and the City hereby approve of and ratify the use by the Underwriter on or before the date hereof of the Preliminary Official Statement in connection with the prospective offering of the Bonds prior to the date hereof. The Bank and the City have duly authorized, approved and delivered the Preliminary Official Statement to the Underwriter; the Bank and the City have previously deemed the Preliminary Official Statement final, except for the omission of the following information: offering, prices, interest rates, selling compensation, aggregate principal amount of the Bonds, principal amount

per maturity, delivery date, ratings and other terms of the Bonds depending on such matters permitted to be omitted in accordance with Paragraph (b)(1) of Rule 15c2-12; and the Bank has duly authorized, approved and will execute the Official Statement on or prior to the Closing and shall deliver the same in final printed form subject to the provisions of Paragraph 9 hereof to permit the Underwriter to comply with Paragraph 9(b)(4) of Rule 15c2-12 and the rules of the MSRB, within seven (7) business days from the date hereof. The Bank and the City have delivered a "deemed final" certificate to the Underwriter, dated the date hereof, to evidence compliance with Rule 15c2-12 to the date hereof (the "**Deemed Final Certificate**"), in substantially the form attached hereto as **Exhibit C**.

3. Establishment of Issue Price

(a) The Underwriter agrees to assist the Bank in establishing the issue price of the Bonds and shall execute and deliver to the Bank at the Closing (as hereinafter defined) an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **Exhibit D**, acceptable to Butler Snow LLP, Ridgeland, Mississippi ("**Bond Counsel**"), with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter and the Bank, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the Bank under this section to establish the issue price of the Bonds may be taken on behalf of the Bank by Government Consultants, Inc., its independent registered municipal advisor (the "**Municipal Advisor**") and any notice or report to be provided to the Bank may be provided to the Municipal Advisor.

(b) Except as otherwise set forth in Schedule A attached to **Exhibit D** hereto, the Bank will treat the first price at which 10% of each maturity of the Bonds (the "**10% test**") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Agreement, the Underwriter shall report to the Bank the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Bank the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Agreement at the offering price or prices (the "**initial offering price**"), or at the corresponding yield or yields, set forth in Schedule A attached to **Exhibit D** hereto, except as otherwise set forth therein. **Exhibit D** also sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Bank and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Bank to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "**hold-the-offering-price rule**"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer

nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative shall promptly advise the Bank when the Underwriters have sold 10% of that maturity of the Securities to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The Bank acknowledges that, in making the representation set forth in this subsection, the Representative will rely on (i) the agreement of each Underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Securities to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule and that no Underwriter shall be liable for the failure of any other Underwriter or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(d) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The Bank acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The Bank further

acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Bank (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Agreement by all parties.

(f) It will be a condition of the Bank's obligation to sell and deliver the Bonds to the Underwriter, and the obligation of the Underwriter to purchase and accept delivery of the Bonds, that the entire aggregate principal amount of the Bonds must be sold and delivered by the Bank and accepted and paid for by the Underwriter on the Closing.

4. Representations and Warranties of the Bank. The Bank represents and warrants to, and agrees with the Underwriter that:

(a) The Bank is a public body corporate and politic of the State of Mississippi (the "**State**"). The Board of Directors of the Bank (the "**Board**") is duly organized and existing under the Constitution and laws of the State with the powers and authority, among others, set forth in Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Bank Act**"), and is authorized to

issue the Bonds and otherwise to act on behalf of the Bank in connection with the sale and issuance of the Bonds.

(b) The Board, on behalf of the Bank, has full legal right, power and authority to enter into or accept this Bond Purchase Agreement, the City Bond Purchase Agreement and the Indenture, to adopt the Bank Resolution, to accept and assign the City Bond and to sell, issue and deliver the Bonds to the Underwriter as provided herein and to carry out and consummate all other transactions contemplated by this Bond Purchase Agreement, the Bonds, the City Bond Purchase Agreement, the Indenture, the Bank Resolution and the Official Statement.

(c) By official action of the Board prior to or concurrently with the acceptance hereof, the Board has duly adopted the Bank Resolution, has duly authorized and approved the execution and delivery of or acceptance of, and the performance by the Bank of the obligations of the Bank contained in the Bank Resolution, the Indenture, the City Bond Purchase Agreement, the Bonds, and this Bond Purchase Agreement and the consummation by it of all other transactions contemplated by the Official Statement and this Bond Purchase Agreement.

(d) Neither the Bank nor the Board is in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which either the Bank or the Board is a party or is otherwise subject, which breach or default would in any way materially adversely affect the official existence or powers of the Bank or the Board, the Bank Resolution, the Indenture, the City Bond Purchase Agreement or the issuance of the Bonds, and no event has occurred and is continuing, which with the passage of time or the giving of notice, or both, would constitute such a breach of or default under any such instrument; and the execution and delivery of or acceptance of this Bond Purchase Agreement, the Indenture, the City Bond Purchase Agreement, and the Bonds and the adoption of the Bank Resolution and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, agreement or other instrument to which either the Bank or the Board is a party or is otherwise subject.

(e) At the time of the Bank's acceptance hereof, the Preliminary Official Statement as it pertains to the Bank does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) No summons or complaint or any other notice or document has been served upon or delivered to the Bank or the Board or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best knowledge of the Bank or the Board, threatened against the Bank or the Board, affecting the existence of the Bank or the Board, the titles of their officers to their respective offices or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the

Bonds or in any way contesting or affecting the validity or enforceability of the Bonds or the tax exempt status of the Bonds, the Bank Resolution, the Indenture, the City Bond Purchase Agreement, the acceptance and assignment of the City Bond or this Bond Purchase Agreement or contesting in any way the completeness or accuracy of the Preliminary Official Statement, or contesting the powers of the Bank or the Board or any authority for the issuance of the Bonds, the adoption of the Bank Resolution, the acceptance and assignment of the City Bond or the execution or acceptance of this Bond Purchase Agreement, the Indenture, the City Bond Purchase Agreement, or the Bank's performance thereunder, nor is there any controversy or litigation pending or, to the best knowledge of the Bank or the Board, threatened, nor, to the best of the knowledge of the Bank and the Board, is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the tax exempt status of the interest on the Bonds or the validity or enforceability of the Bonds, the Bank Resolution, the Indenture, the City Bond Purchase Agreement, the City Bond, or this Bond Purchase Agreement.

(g) Except as otherwise provided herein, (i) the Bank Resolution, the Indenture, the City Bond Purchase Agreement, and the Bonds conform to the description thereof contained in the Preliminary Official Statement, and (ii) the Bonds, this Bond Purchase Agreement, the City Bond Purchase Agreement, the Bank Resolution, and the Indenture will constitute valid, legally binding, and enforceable obligations of the Bank.

(h) The proceeds from the sale of the Bonds will be used or applied as is provided in the Bond Resolutions, the Indenture, and the Preliminary Official Statement.

(i) If required by law to do so in the future, the Bank will undertake, pursuant to a continuing disclosure agreement with the City and the Trustee, to provide notices of certain events in connection with the Bonds.

(j) To the best of the Bank's knowledge, the Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in connection with the Bank or the Bonds, in the light of the circumstances under which they were made, not misleading, and as of the Closing, the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in connection with the Bank or the Bonds, in the light of the circumstances under which they were made, not misleading.

5. Representations and Warranties of the City. The City represents and warrants to, and agrees with the Underwriter that:

(a) The City is a public body corporate and a political subdivision of the State and a "local governmental unit" within the meaning of the Bank Act. The Governing Body is duly organized and existing under the Constitution and laws of the State and is authorized, pursuant to the provisions of Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time, (the "**City Act**" and together with the Bank Act, the "**Act**"), to issue the City Bond under the terms and provisions of the City Bond Resolution, under which the City's obligations on the City Bond arise, and

otherwise to act on behalf of the City in connection with the execution of the City Bond Purchase Agreement and the execution and delivery of the City Bond.

(b) The Governing Body, on behalf of the City, shall have full legal right, power and authority to enter into or accept this Bond Purchase Agreement, the Continuing Disclosure Certificate (as hereinafter defined) and the City Bond Purchase Agreement, to execute, issue and deliver the City Bond to the Bank as provided in the City Bond Resolution and the City Bond Purchase Agreement and to carry out and consummate all other transactions contemplated by this Bond Purchase Agreement, the City Bond Purchase Agreement, the City Bond, the City Bond Resolution, the Continuing Disclosure Certificate and the Official Statement.

(c) By official action of the Governing Body prior to or concurrently with the acceptance hereof, the Governing Body has duly adopted the City Bond Resolution and has duly approved the execution and delivery by the Mayor of the City (the "**Mayor**") and/or the City Clerk (the "**Clerk**") and/or an Authorized Officer of the City of this Bond Purchase Agreement, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond, has duly authorized and approved the execution and delivery of or acceptance of, and the performance by the City of the obligations of the City contained in, the City Bond, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and this Bond Purchase Agreement and the consummation by it of all other transactions contemplated by the Preliminary Official Statement and this Bond Purchase Agreement.

(d) Neither the City nor the Governing Body is in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which either the City or the Governing Body is a party or is otherwise subject, which breach or default would in any way materially adversely affect the official existence or powers of the City or the Governing Body, the City Bond Resolution or the issuance of the City Bond and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a breach of or default under any such instrument; and the execution and delivery of or acceptance of this Bond Purchase Agreement, the City Bond, the Continuing Disclosure Certificate, the adoption of the City Bond Resolution, the execution and delivery of the City Bond Purchase Agreement, and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, agreement or other instrument to which either the City or the Governing Body is a party or is otherwise subject.

(e) The Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in connection with the City, the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond, in the light of the circumstances under which they were made, not misleading, and as of the Closing, the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to

make the statements therein in connection with the City, the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond, in the light of the circumstances under which they were made, not misleading.

(f) The financial statements and the statistical and financial information of the District referred to or contained in the Preliminary Official Statement with respect to the Bonds are, and as to the Official Statement (including any and all supplements and amendments thereto) will, present fairly the financial position of the City as of the dates indicated therein and the results of operations for the periods specified therein, and the financial statements therein have been prepared in conformity with generally accepted accounting principles consistently applied in all material respects with respect to the periods involved.

(g) Between the date of this Bond Purchase Agreement and the Closing, neither the City nor the Governing Body on behalf of the City, will, without the prior written consent of the Underwriter, which consent will not be unreasonably withheld, issue any bonds, notes or other obligations for borrowed money.

(h) No summons or complaint or any other notice or document has been served upon or delivered to the City or the Governing Body or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best knowledge of the City or the Governing Body, threatened against the City or the Governing Body, affecting the existence of the City or the Governing Body, the titles of their officers to their respective offices or seeking to prohibit, restrain or enjoin the issuance or delivery of the City Bond, or in any way contesting or affecting the validity or enforceability of the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond, the tax exempt status of the interest on the Bonds and the City Bond, or this Bond Purchase Agreement or contesting in any way the completeness or accuracy of the Preliminary Official Statement, or contesting the powers of the City or the Governing Body or any authority for the issuance of the City Bond, the adoption of the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and this Bond Purchase Agreement, or the City's performance thereunder, nor is there any controversy or litigation pending, or to the best knowledge of the City or the Governing Body, threatened, nor, to the best of the knowledge of the City and the Governing Body, is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the tax exempt status of the Bonds and the City Bond, the validity or enforceability of the Bonds, the City Bond, the City Bond Resolution, City Bond Purchase Agreement, the Continuing Disclosure Certificate, or this Bond Purchase Agreement.

(i) The proceeds from the sale of the City Bond to the Bank by the City as evidenced by the City Bond Purchase Agreement and the City Bond will be used or applied as provided in the City Bond Resolution, the City Bond Purchase Agreement, and the Preliminary Official Statement.

(j) The City will undertake, pursuant to the Continuing Disclosure Certificate, to provide annual reports and notices of certain events in connection with the Bonds for the benefit of the holders of the Series 2020 Bonds and to deliver, or cause to be delivered, to (a) the Municipal Securities Rulemaking Board (the "**MSRB**") through the MSRB's Electronic Municipal Market Assess system (EMMA), in the electronic format then prescribed by the Securities and Exchange Commission pursuant to Rule 15c2-12, and (b) any public or private repository or entity designated by the State as a State repository, if any, for the purposes of the Rule, the information described in the Continuing Disclosure Certificate, together with any identifying information or other information then required to accompany the applicable filing.

(k) Except as otherwise provided herein, (i) the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Certificate and the City Bond conform to the descriptions thereof contained in the Preliminary Official Statement, (ii) the City Bond, when issued and delivered in accordance with the City Bond Resolution and the City Bond Purchase Agreement, will be a validly issued and outstanding general obligation of the City secured by a pledge of its full faith, credit, and taxing power, all as more fully described in the Preliminary Official Statement and as to be more fully described in the Official Statement, and (iii) the City Bond Purchase Agreement, this Bond Purchase Agreement, the Continuing Disclosure Certificate, the City Bond Resolution, and the City Bond will constitute valid, legally binding and enforceable obligation of the City.

6. Further Representations and Warranties of the Bank. The Bank further represents and warrants to, and agrees with the Underwriter that:

(a) The Bank will furnish such information, execute such instruments, and take such other reasonable action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Bonds for offer and sale under the Blue Sky or other securities laws or regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate; provided, however, that the Bank shall not be required to consent to service of process in any state or place where such is not provided by the laws of such state.

(b) No consent, approval, authorization or order of or filing, registration or declaration with any court or government agency or body is required for the sale, issuance or delivery of the Bonds or the consummation of the other transactions effected or contemplated herein or thereby, except such as may be required under the Blue Sky or other securities laws or regulations of any jurisdiction in connection with the offer and sale of the Bonds by the Underwriter, or if any such consent, approval or authorization is required, the Bank will obtain it prior to the date of the Closing and will provide reasonable evidence to the Underwriter that the same has been obtained.

(c) Except as otherwise provided herein, (i) the Bank Resolution, the Indenture, the City Bond Purchase Agreement, the City Bond, and the Bonds conform to the descriptions thereof contained in the Preliminary Official Statement, (ii) the Bonds, when validly issued, authenticated, and delivered in accordance with the Bank Resolution

and the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding limited obligations of the Bank entitled to the benefits and security of the Bank Resolution and the Indenture, all as more fully described in the Preliminary Official Statement and as to be more fully described in the Official Statement, and will constitute valid, legally binding, and enforceable limited obligations of the Bank, and (iii) the Bank Resolution and the Indenture will constitute valid, legally binding and enforceable obligations of the Bank.

(d) In order for the Underwriter to comply with Rule 15c2-12, the Bank:

(i) Represents and warrants that, if, after the date of this Bond Purchase Agreement and until twenty-five (25) days after the "end of the underwriting period", as such term is defined in Rule 15c2-12, any event shall occur, and be known to the Bank, as a result of which it is necessary to amend or supplement the Official Statement in order to make the statements therein, in light of the circumstances when the Official Statement is delivered to a purchaser, not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, it will notify the Underwriter (and for the purposes of this paragraph (i) of this subsection (d) to provide the Underwriter with such information as it may from time to time reasonably request), and it will forthwith prepare and furnish, at the expense of the City (in a form and manner reasonably acceptable to the Underwriter), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not, in light of the circumstances when the Official Statement is delivered to a purchaser, be misleading or so that the Official Statement will comply with all applicable laws and regulations;

(ii) Represents and warrants that, at the time of the Bank's acceptance hereof, and unless an event of the nature described in paragraph (i) of this subsection (d) occurs, at all times subsequent thereto during the period up to and including twenty-five (25) days subsequent to the end of the underwriting period, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and

(iii) Represents and warrants that, if the Official Statement is supplemented or amended pursuant to paragraph (i) of this subsection (d), at the time of each supplement or amendment thereto and (unless an event of the nature described in paragraph (i) of this subsection (d) subsequently occurs) at all times subsequent thereto during the period up to and including twenty-five (25) days subsequent to the end of the underwriting period, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and

(iv) Unless otherwise notified in writing by the Underwriter by the date of Closing, the Bank can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 is the Closing. In the event such notice is so given in writing by the Underwriter, the Underwriter agrees to notify the Bank in writing following the

occurrence of the "end of the underwriting period" as defined in Rule 15c2-12. The "end of the underwriting period" as used in this Bond Purchase Agreement shall mean the date of Closing or such later date as to which notice is given by the Underwriter in accordance with the preceding sentence.

(e) The proceeds from the sale of the Bonds will be used or applied as is provided in the Bank Resolution, the Indenture and the Preliminary Official Statement.

7. Closing. The Bank will deliver the Bonds by delivery thereof to Cede & Co., as nominee of The Depository Trust Company ("**DTC**") as directed by the Underwriter against payment of the purchase price therefore by wire transfer of immediately available funds to the Trustee at or prior to 9:00 o'clock a.m., Central Standard Time, on _____, 2020, or such other place, time or date as shall be mutually agreed upon by the Bank and the Underwriter. The Bonds will be delivered in fully registered form in such denominations and registered to such persons as the Underwriter shall request at least three (3) days prior to the date of the Closing. The Bonds may be in printed, engraved, typewritten or photocopied form and each such form shall constitute "definitive form." The legal documents required by this Bond Purchase Agreement and the Official Statement shall be delivered to the parties hereto at the offices of Bond Counsel in Ridgeland, Mississippi, on such date or such other date corresponding with the payment for and delivery of the Bonds, and contemporaneously with such payment and delivery.

8. Closing Conditions. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations, warranties and agreements of the Bank and the City contained herein and to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Bank and the City of their obligations hereunder, both as of the date hereof and as of the date of Closing. Accordingly, the Underwriter's obligations under this Bond Purchase Agreement to purchase and pay for the Bonds shall be subject to the performance by the Bank and the City of their obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following conditions:

(a) The representations and warranties of the Bank and the City contained herein shall be true, complete and correct as of the date hereof, and on and as of the date of Closing with the same effect as if made on the date of Closing.

(b) At the time of the Closing, the Indenture and the Bond Resolutions shall be in full force and effect, and shall not have been amended, modified, or supplemented, and the Official Statement shall not have been amended, modified, or supplemented, except as may have been agreed to by the Underwriter.

(c) At the time of Closing, all official action of the Bank and the City relating to this Bond Purchase Agreement, the Indenture, the Bonds, the Bond Resolutions, the City Bond Purchase Agreement, the City Bond, and the Preliminary Official Statement shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to by the Underwriter.

(d) The Bank and the City shall not have, subsequent to the date hereof and prior to Closing, failed to pay principal or interest when due on any of their obligations for money borrowed wherein such failure, if any, would have a material adverse impact on their ability to perform in accordance with this Bond Purchase Agreement, the Indenture, the Bonds, the Bond Resolutions or the City Bond except as set forth in the Official Statement.

(e) The Underwriter shall have the right to terminate its obligations under this Bond Purchase Agreement to purchase and pay for the Bonds by notifying the Bank and the City of its election to do so if, after the execution hereof and prior to the Closing:

- (i) legislation shall have been introduced in or enacted by the Congress of the United States of America or enacted by the State, or legislation pending in the Congress of the United States of America shall have been amended, or a decision shall have been rendered by a court of the United States of America or the State, including the Tax Court of the United States of America or a ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by the Treasury Department of the United States of America or the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the State or by a similar body, or upon interest on the Bonds or the City Bond or obligations of the general character of the Bonds or the City Bond which may have the purpose or effect, directly or indirectly, of affecting the tax status of the Bank and the City, the Bank's property or income, its securities (including the Bonds) or the interest thereon, or any tax exemption granted or authorized by the Act, in the sole reasonable opinion of the Underwriter, affects materially and adversely the market for the Bonds, or the market price generally of obligations of the general character of the Bonds or the City Bond;
- (ii) the outbreak or escalation of hostilities involving the United States of America or the declaration by the United States of America of a national emergency or war, if the effect of any such event specified in this clause (ii) in the reasonable judgment of the Underwriter makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Bonds on the terms and in the manner contemplated by the Official Statement;
- (iii) there shall have occurred a general suspension of trading on the New York Stock Exchange or the declaration of a general banking moratorium by the United States of America, New York State or State authorities;
- (iv) there shall have been issued a stop order, ruling, or regulation affecting the validity or tax exempt status of the Bonds or the City Bond by the Securities and Exchange Commission;
- (v) an event described in subsection (d) of Paragraph 6 hereof occurs which, in the reasonable opinion of the Underwriter, requires or has required the preparation and distribution of a supplement or amendment to the Official Statement and which in the reasonable opinion of the Underwriter affects materially and adversely the market for the Bonds;
- (vi) the marketability of the Bonds or the market price thereof, in the opinion of the underwriter, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets; or
- (vii) there shall have occurred or any notice shall have been given of any intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service to any of the City's obligations.

(f) At or prior to the Closing, the Underwriter shall have received each of the following documents:

(i) The Official Statement, together with any supplements or amendments to the Official Statement in the event that the Official Statement has been supplemented or amended, executed on behalf of the Bank by the Executive Director of the Bank;

(ii) A copy of the Bank Resolution certified as of the date of the Closing by the Secretary or the Assistant Secretary of the Bank as having been duly adopted by the Board and as being in effect, with such amendments, modifications and supplements as may have been agreed to by the Underwriter;

(iii) A copy of the City Bond Resolution certified as of the date of the Closing by the Clerk as having been duly adopted by the Governing Body and as being in effect, with such amendments, modifications and supplements as may have been agreed to by the Underwriter;

(iv) Executed copies of the Indenture, the City Bond Purchase Agreement, the Continuing Disclosure Certificate and the City Bond, with such amendments, modifications and supplements as may have been agreed to by the Underwriter;

(v) The unqualified opinion, dated the date of the Closing, of Bond Counsel in substantially the form attached to the Preliminary Official Statement and incorporated herein by this reference thereto, and a letter from such Bond Counsel, dated the date of the Closing and addressed to the Underwriter, to the effect that such opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to the Underwriter;

(vi) An opinion, dated the date of the Closing and addressed to the Underwriter, of Counsel to the Bank (the "**Bank's Counsel**"), to the effect that (A) the Bank and the Board are duly organized and existing under the laws of the State, including the Bank Act; (B) the Bank Resolution has been duly adopted by the Board on behalf of the Bank which has full power and authority to perform its obligations thereunder and has not been amended; (C) this Bond Purchase Agreement, the Bonds, the City Bond Purchase Agreement and the Indenture have been duly authorized, executed and delivered, or accepted, by the Board on behalf of the Bank; (D) the Bank Resolution, the Bonds, the City Bond Purchase Agreement and the Indenture constitute, assuming the valid authorization, execution and delivery by the other parties thereto, legal and binding obligations of the Bank, enforceable in accordance with their respective terms, subject to (1) applicable bankruptcy, insolvency or other similar laws of the State or federal government affecting the enforcement of creditors' rights generally, and (2) the fact that specific performance and other equitable remedies are granted only in the discretion of a court; (E) neither the execution, delivery or performance by the Bank of this Bond Purchase Agreement, the Bonds, the City Bond Purchase Agreement or the Indenture conflicts with or results in a breach of the terms or provisions of the Constitution of the State or any State law including the Act; (F) all consents, approvals and other action required by any governmental authority or agency in connection with the execution,

delivery and performance, or acceptance of, by the Bank of this Bond Purchase Agreement, the Bonds, the City Bond Purchase Agreement and the Indenture have been obtained or accomplished; (G) the Board on behalf of the Bank has duly approved the form of and authorized the use by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds by the Underwriter; (H) the Bonds, the Indenture, the City Bond Purchase Agreement, and the Bank Resolution conform as to form and tenor with the terms and provisions thereof as summarized and set out in the Official Statement; and (I) without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, such counsel has no reason to believe that, as of the date of the Closing, the Official Statement (except for financial statements and other financial and statistical data and "TAX MATTERS" or Appendices A and B, included therein, as to which no view need be expressed) contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or that the Official Statement, as the same may have been amended or supplemented to the date of the Closing pursuant to subsection (d) of Paragraph 6 hereof (except as aforesaid), as of the date of the Closing contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(vii) An opinion, dated the date of the Closing and addressed to the Underwriter of Moran M. Pope III, Hattiesburg, Mississippi, as counsel to the City (the "**City Counsel**"), to the effect that (A) the City and the Governing Body are duly organized and existing under the laws of the State; (B) the City Bond Resolution has been duly adopted by the Governing Body on behalf of the City which has full power and authority to perform its obligations thereunder and has not been amended; (C) this Bond Purchase Agreement, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond have been duly authorized, executed and delivered, or approved, by the Governing Body on behalf of the City; (D) the City Bond Purchase Agreement, the City Bond, the Continuing Disclosure Certificate, and the City Bond Resolution constitute, assuming the valid authorization, execution and delivery by the other parties thereto, if any, legal and binding obligations of the City, enforceable in accordance with their respective terms, subject to (1) applicable bankruptcy, insolvency or other similar laws of the State or federal government affecting the enforcement of creditors' rights generally, and (2) the fact that specific performance and other equitable remedies are granted only in the discretion of a court; (E) neither the execution, delivery nor performance by the City of this Bond Purchase Agreement, the City Bond Purchase Agreement, the City Bond, the Continuing Disclosure Certificate, or the City Bond Resolution conflicts with or results in a breach of the terms or provisions of the Constitution of the State or any State law; (F) all consents, approvals, and other action required by any governmental authority or agency in connection with the execution, delivery, and performance by the City of this Bond Purchase Agreement, the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond have been obtained or accomplished; (G) the City Bond Purchase Agreement, the City Bond, the Continuing Disclosure Certificate and the City Bond

Resolution conform as to form and tenor with the terms and provisions thereof as summarized and set out in the Official Statement; and (H) without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, he has no reason to believe that, as of the date of the Closing, the Official Statement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein in connection with the City, the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond, in the light of the circumstances under which they were made, not misleading, or that the Official Statement, as the same may have been amended or supplemented to the date of the Closing pursuant to subsection (d) of Paragraph 6 hereof (except as aforesaid), as of the date of the Closing contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein in connection with the City, the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond, in the light of the circumstances under which they were made, not misleading;

(viii) The supplemental opinion of Bond Counsel addressed to the Underwriter, in form and substance satisfactory to the Underwriter;

(ix) A certificate, dated the date of the Closing and signed by the Executive Director and Secretary of the Bank to the effect that (A) the representations and warranties of the Bank contained herein are true and correct in all material respects on and as of the date of the Closing with the same effect as if made on the date of the Closing; (B) no summons or complaint or any other notice or document has been served upon or delivered to the Bank or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best of their knowledge, threatened against the Bank or the Board, affecting the existence of the Bank or the Board, or the titles of their officers to their respective offices, or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds, or in any way contesting or affecting the tax exempt status of the interest on the Bonds or the validity or enforceability of the Bonds, the Bank Resolution, the City Bond Purchase Agreement, the Indenture, or this Bond Purchase Agreement, or contesting in any way the completeness or accuracy of the Official Statement, or contesting the powers of the Bank, the Board or any authority for the issuance of the Bonds, the adoption of the Bank Resolution or the execution or acceptance of this Bond Purchase Agreement, the City Bond Purchase Agreement, and the Indenture, nor is there any controversy or litigation pending or, to the best of their knowledge, threatened, nor to the best of their knowledge is there any basis therefor, wherein any unfavorable decision, ruling or finding would materially adversely affect the tax exempt status of the interest on the Bonds or the validity or enforceability of the Bonds, the Bank Resolution, the City Bond Purchase Agreement, the Indenture, or this Bond Purchase Agreement (but in lieu of or in conjunction with such certificate the Underwriter may, in its sole discretion, accept certificates or opinions of the Bank's Counsel, that in its opinion the issues raised in any such pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit); (C) to the best of their knowledge, no event affecting

the Bank or Board has occurred since the date of the Official Statement that should be disclosed in the Official Statement, as the same may be supplemented or amended, in order that the Official Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (D) the Bank and the Board have complied with all the agreements and satisfied all the conditions on their respective parts to be performed or satisfied at or prior to the Closing;

(x) A certificate, dated the date of the Closing and signed by the Mayor and the Clerk to the effect that (A) the representations and warranties of the City contained herein are true and correct in all material respects on and as of the date of the Closing with the same effect as if made on the date of the Closing; (B) no summons or complaint or any other notice or document has been served upon or delivered to the City or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best of their knowledge, threatened against the City or the Governing Body, affecting the existence of the City or the Governing Body, or the titles of their officers to their respective offices, or seeking to prohibit, restrain or enjoin the execution or delivery of the City Bond, or in any way contesting or affecting the tax exempt status of the interest on the Bonds or the City Bond, or the validity or enforceability of the City Bond, the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Certificate or this Bond Purchase Agreement, or contesting in any way the completeness or accuracy of the Official Statement, or contesting the powers of the City, the Governing Body, or any authority for the issuance of the City Bond, the adoption of the City Bond Resolution, or the execution or approval of this Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond Purchase Agreement, nor is any controversy or litigation pending or, to the best of their knowledge, threatened, nor to the best of their knowledge is there any basis therefor wherein any unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the City Bond, the tax exempt status of the interest on the City Bond, the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, or this Bond Purchase Agreement (but in lieu of or in conjunction with such certificate the Underwriter may, in its sole discretion, accept certificates or opinions of the City's Counsel, that in its opinion the issues raised in any such pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit); (C) to the best of their knowledge, no event affecting the City or Governing Body has occurred since the date of the Official Statement that should be disclosed in the Official Statement, as the same may be supplemented or amended, in order that the Official Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (D) the City and the Governing Body have complied with all the agreements and satisfied all the conditions on their respective parts to be performed or satisfied at or prior to the Closing;

(xi) A certificate or agreement, dated the date of Closing, signed by the Executive Director of the Bank, in a form acceptable to Bond Counsel and the Underwriter with respect to the compliance by the Bank with applicable arbitrage and other applicable requirements of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder (hereinafter called the "Code"), to support the conclusion that the Bonds will not be "arbitrage bonds" under the Code;

(xii) A certificate or agreement, dated the date of Closing, signed by the Mayor, in a form acceptable to Bond Counsel and the Underwriter with respect to the compliance by the City with applicable arbitrage and other applicable requirements of the Code to support the conclusion that the Bonds and the City Bond will not be "arbitrage bonds" under the Code;

(xiii) The unqualified final decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi validating the Bonds, in customary form, and the unqualified final decree of the Chancery Court of Forrest County, Mississippi validating the City Bond, in customary form;

(xiv) A certified copy of a transcript of all proceedings taken by the Bank relating to the authorization and issuance of the Bonds and the execution and delivery of the Indenture, this Bond Purchase Agreement, and the City Bond Purchase Agreement;

(xv) A certified copy of a transcript of all proceedings taken by the City and relating to the authorization and issuance of the City Bond and the execution and delivery of this Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond Purchase Agreement;

(xvi) The Underwriter shall have received a certificate, dated the date of Closing and signed by an authorized officer of the Trustee, to the effect that (A) such officer is an authorized officer of the Trustee, (B) the Indenture and the Continuing Disclosure Certificate have been duly executed and delivered by the Trustee, (C) the Trustee has all necessary corporate and trust powers required to carry out the trust created by the Indenture, (D) to the best of such officer's knowledge, the acceptance by the Trustee of the duties and obligations of the Trustee under the Indenture and compliance with the provisions thereof will not conflict with or constitute a breach of or default under any law, administrative regulation, consent decree or any agreement or other instrument to which the Trustee is subject or by which the Trustee is bound, and (E) the Trustee has duly authenticated the Bonds, and the person signing the certificate of authentication on each Bond has been duly authorized to do so;

(xvii) A certificate, dated the date of the Closing, signed by the Executive Director or the President of the Bank and the Secretary or the Assistant Secretary of the Bank, certifying that on the date of the execution of the certificate (A) they are the duly chosen, qualified and acting officers of the Bank occupying the offices indicated opposite their names, (B) the members of the Governing Body at all times relevant to the sale and issuance of the Bonds are as set forth therein, (C) the Executive Director or the President and the Secretary or the Assistant Secretary of the Bank have executed the Bonds by

causing their signatures to be affixed to each Bond, (D) they do thereby recognize the said signatures as their true and lawful signatures, and (E) further certifying that the seal, which is imprinted on each of said Bonds and on such certificate is the official seal of the Bank;

(xviii) A certificate, dated the date of the Closing, signed by the Mayor and the Clerk, certifying that on the date of the execution of the certificate (A) they are the duly chosen, qualified and acting officers of the City occupying the offices indicated opposite their names, (B) the members of the Governing Body at all times relevant to the adoption of the City Bond Resolution, the execution and delivery of the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond and the issuance thereof, are as set forth therein, (C) the Mayor and the Clerk have executed the City Bond Purchase Agreement, the Continuing Disclosure Certificate, this Bond Purchase Agreement and the City Bond by causing their signatures to be affixed to the City Bond Purchase Agreement, this Bond Purchase Agreement, and the City Bond, (D) they do thereby recognize the said signatures as their true and lawful signatures, and (E) further certifying that the seal which is imprinted on the City Bond Purchase Agreement, the Continuing Disclosure Certificate, the City Bond, and on such certificate, is the official seal of the City;

(xix) A certificate, dated the date of the Closing, signed by the Executive Director or the President of the Bank and the Secretary or the Assistant Secretary of the Bank, to the effect that nothing has come to their attention which would lead them to believe that the Official Statement, as of its date and as of the date of the Closing, contains any untrue statement of a material fact or omits to state any material fact which should be included therein for the purpose for which the Official Statement is to be used, or which is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and in providing such certificate, the Executive Director or the President of the Bank and the Secretary or the Assistant Secretary of the Bank may state that they have not undertaken to independently verify information outlined or derived from the various publications or other similar sources as presented therein;

(xx) A certificate, dated the date of the Closing, signed by the Mayor and the Clerk, to the effect that nothing has come to their attention that would lead them to believe that the Official Statement, as of its date and as of the date of the Closing, contains any untrue statement of a material fact or omits to state any material fact that should be included therein for the purpose for which the Official Statement is to be used, or which is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and in providing such certificate, the Mayor and the Clerk may state that they have not undertaken to independently verify information outlined or derived from the various publications or other similar sources as presented therein;

(xxi) A certificate of the Trustee, as paying agent for the City Bond, in form and substance acceptable to the Underwriter and Bond Counsel;

(xxii) On or before the date of the Closing, evidence that there shall be in effect an underlying rating of "Aa3" by Moody's Investors Service, Inc. A letter of confirmation of such rating shall be made available at the Closing;

(xxiii) A copy of the Letter of Representation to DTC from the Bank;

(xxiv) To the extent not otherwise included herein, a copy of each of the documents described in Section 2.04 of the Indenture; and

(xxv) Such additional legal opinions, certificates, instruments and other documents as the Underwriter or bond counsel may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the representations and warranties contained herein and of the statements and information of the Bank and the City contained in the Official Statement and the due performance or satisfaction by the Bank and the City at or prior to the date of the Closing of all agreements then to be performed and all the conditions then to be satisfied by the Bank and the City.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Bond Purchase Agreement shall be deemed to be in compliance with the provisions hereof but only if they are delivered to the Underwriter in form and substance satisfactory to the Underwriter.

If the Bank and the City, in good faith, shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement (unless the Underwriter waives and/or consents to the inability to satisfy such conditions), or if such obligations of the Underwriter shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter, nor the Bank and the City shall be under further obligation hereunder.

9. Expenses. Expenses incident to the performance of the obligations of the Bank and the City hereunder including but not limited to: (a) the cost of the preparation of the Indenture, the City Bond Purchase Agreement, the City Bond, the Bond Resolutions, the Preliminary Official Statement, and the Official Statement; (b) the cost of the preparation and printing of the definitive Bonds and the City Bond; (c) the fees and disbursements of Bond Counsel, City's Counsel and any other legal fees, including the State Bond Attorney fee; (d) the fees and disbursements of the Bank's Counsel and experts, financial advisors, or consultants retained by the Bank or the City; (e) fees for bond ratings; (f) the cost of preparation and printing of the Preliminary Official Statement and the Official Statement in sufficient quantity (but not to exceed 150 copies) to permit the Underwriter to comply with the requirements of Rule 15c2-12; and (g) the cost of the preparation of this Bond Purchase Agreement, shall be paid from the proceeds of the Bonds. Neither the Bank nor the City shall be required to pay any such costs or to reimburse any party for any such expenses other than from the proceeds of the Bonds. Except as provided in this Paragraph 9, the Underwriter shall pay: (x) all advertising expenses in connection with the public offering of the Bonds; (y) the cost of any copies of the Official Statement in excess of said copy limitations; and (z) all other expenses incurred by it in connection with its public offering and distribution of the Bonds. The City shall pay for

expenses (included in the expense component of the spread) incurred on behalf of City's employees which are incidental to implementing this Bond Purchase Agreement, including, but not limited to, meals, transportation, lodging and entertainment of those employees.

The Bank and the City acknowledge and agree that: (i) the primary role of the Underwriter is to purchase bonds for resale to investors in an arms-length commercial transaction between the Bank, the City and the Underwriter, and that the Underwriter has financial and other interests that differ from those of the Bank and the City, (ii) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the Bank or the City or any other person or entity and has not assumed any advisory or fiduciary responsibility to the Bank or the City with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Bank or the City on other matters), (iii) the only obligations the Underwriter has to the Bank and the City with respect to the transaction contemplated hereby expressly are set forth in this Bond Purchase Agreement, and (iv) the Bank and the City have consulted their own legal, accounting, tax, financial and other advisors, as applicable, to the extent they have deemed appropriate in connection with the transaction contemplated herein. The City has hired Government Consultants, Inc. as its municipal advisor in connection with this transaction.

11. Notices. Any notice or other communication to be given to the Bank and the City under this Bond Purchase Agreement may be given by delivering the same in writing at the addresses set forth above and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to Raymond James & Associates, Inc., 50 North Front Street, Memphis, Tennessee 38103, Attention: Public Finance.

12. Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the Bank, the City and the Underwriter (including the successors or assigns of the Underwriter), and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties and agreements of the Bank, the City, and the Underwriter contained in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of (a) any investigation made by or on behalf of the Underwriter, the Bank and the City; (b) delivery of any payment for the Bonds hereunder; and (c) any termination of this Bond Purchase Agreement.

13. Governing Law. This Bond Purchase Agreement shall be governed by, and construed in accordance with, the laws of the State. This Bond Purchase Agreement shall become effective upon the execution of the acceptance hereof by duly authorized officers of the Bank and the City and shall be valid and enforceable as of the time of such acceptance.

14. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

15. Entire Agreement. This Bond Purchase Agreement, when accepted by the Bank and the City in writing as heretofore specified, shall constitute the entire agreement among the

parties hereto with respect to the offer and sale of the Bonds and the transactions related thereto, as set forth herein.

16. Underwriter has No Advisory or Fiduciary Role. The Bank and the City acknowledge and agree that:

(a) The primary role of the Underwriter is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Bank and the Underwriter and that the Underwriter has financial and other interests that differ from those of the Bank and the City;

(b) The Underwriter is not acting as a municipal advisor, financial advisor, or fiduciary to the Bank or the City and has not assumed any advisory or fiduciary responsibility to the Bank or the City with respect to the transaction contemplated by this Bond Purchase Agreement and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Bank or the City on other matters);

(c) The only obligations the Underwriter has to the Bank and the City with respect to the transaction contemplated hereby are expressly set for in this Bond Purchase Agreement; and

(d) The Bank and the City have consulted their own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent they deem appropriate. If the Bank would like a municipal advisor in this transaction that has legal fiduciary duties to the Bank, then the Bank is free to engage a municipal advisor to serve in that capacity. The City has employed Government Consultants, Inc. as its financial advisor.

[Remainder of This Page Intentionally Left Blank]

If you agree with the foregoing, please sign this Bond Purchase Agreement in the space provided below and return one copy so executed to each of the Underwriter, the Bank and the City, whereby this Bond Purchase Agreement shall then become a binding agreement among the Underwriter, the Bank and the City.

Very truly yours,

**RAYMOND JAMES & ASSOCIATES, INC.,
as Underwriter**

Lindsey Rea, Managing Director

ACCEPTED:

This ____ day of _____, 2020.

MISSISSIPPI DEVELOPMENT BANK

By _____
Executive Director

ACCEPTED:

This ____ day of _____, 2020.

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Mayor

EXHIBIT A

MATURITY SCHEDULE

Date of Maturity (February 1)	Principal Amount	Interest Rate	Yield	Price
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				

\$____,000 @ ____% due February 1, 20__, Priced to Yield @ ____% @ ____%*
\$____,000 @ ____% due February 1, 20__, Priced to Yield @ ____% @ ____%*

*Priced to the par call date of February 1, 20__.

EXHIBIT B

REDEMPTION PROVISIONS

If the City directs the Bank to redeem the Bonds in accordance with the City Bond Resolution, the Bank has agreed under the Indenture to accept redemption and to redeem the Bonds in accordance with the Indenture.

Optional Redemption. The Series 2020 Bonds (or any portions thereof in integral multiples of \$5,000 each) which mature on or after February 1, 20__, are subject to optional redemption prior to their stated date of maturity in whole or in part, in principal amounts and maturities as selected by the Bank on any date on or after February 1, 20__, at par, plus accrued interest to the date of redemption thereof. Under the Indenture, selection of the Series 2020 Bonds to be redeemed within a maturity will be made by lot by the Trustee.

Mandatory Sinking Fund Redemption. The Bonds maturing February 1, 20__, are subject to mandatory sinking fund redemption, in part, by lot, on February 1, in each of the years set forth below, at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

\$____,000

Term Bond Maturing February 1, 20__

Year	Principal Amount
20__	
20__	
20__	
20__	
20__*	

* Final Maturity

The Bonds maturing February 1, 20__, are subject to mandatory sinking fund redemption, in part, by lot, on February 1, in each of the years set forth below, at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

\$____,000

Term Bond Maturing February 1, 20__

Year	Principal Amount
20__	
20__	
20__	
20__	
20__*	

*** Final Maturity**

EXHIBIT C

DEEMED FINAL CERTIFICATE

\$15,150,000

**MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2020
(HATTIESBURG, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)**

Rule 15c2-12 Certificate of the Bank and the City

The undersigned hereby certify to Raymond James & Associates, Inc. (the "**Underwriter**"), that they are authorized to execute and deliver this Certificate and further certify on behalf of the Mississippi Development Bank (the "**Bank**") and the City of Hattiesburg, Mississippi (the "**City**"):

(a) This Certificate is delivered to enable the Underwriter to comply with Securities and Exchange Commission Rule 15c2-12, as amended, under the Securities Exchange Act of 1934 (the "**Rule**") in connection with the offering and sale of the Bank's \$15,150,000 Special Obligation Bonds, Series 2020 (Hattiesburg, Mississippi General Obligation Bond Project), dated the date of delivery thereof (the "**Bonds**").

(b) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement, dated _____, 2020, setting forth information concerning the Bonds, the Bank and the City and certain other matters (the "**Preliminary Official Statement**").

(c) As used herein, "Permitted Omissions" shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery date, ratings and other terms of the Bonds depending on such matters, all with respect to the Bonds.

(d) The information contained in the Preliminary Official Statement is final within the meaning of the Rule as of its date except for the Permitted Omissions.

(e) To the best of the knowledge of the Bank and the City, the information contained in the Preliminary Official Statement pertaining to the Bank and the City does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the Preliminary Official Statement, in the light of the circumstances under which they were made, not misleading.

If, at any time before the earlier of (1) receipt of notice from the Underwriter that Final Official Statements (as defined in the Rule) with respect to the Bonds are no longer required to be delivered under the Rule or (2) 90 days after the underwriting period of the Bonds by the Underwriter, any event occurs as a result of which the information contained in the Final Official Statement would no longer be true and correct or would no longer be the most recently available information, the Bank or the City shall promptly notify the Underwriter of such event or shall update such information so that it is the most recent available and provide such updated information to the Underwriter.

IN WITNESS WHEREOF, we have hereunto set our hands to be effective this ____
day of _____, 2020.

MISSISSIPPI DEVELOPMENT BANK

By _____
Executive Director

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Mayor

EXHIBIT D

\$15,150,000
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2020
(HATTIESBURG, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Raymond James & Associates, Inc., (the "**Underwriter**"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "**Bonds**").

1. Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. Initial Offering Price of the Hold-the-Offering-Price Maturities.

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "**Initial Offering Prices**") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, the Underwriter have agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "**hold-the-offering-price rule**"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. Defined Terms.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (_____, 2020), or (ii) the date on which the Underwriter have sold at least

10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means the Mississippi Development Bank.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2020.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

4. Yield.

The yield on the Bonds has been calculated to be not less than _____%. The 20__ through 20__, maturities were treated as having been redeemed on the optional redemption dates that produces the lowest yield on such maturities.

5. Weighted Average Maturity.

The weighted average maturity of the Bonds has been calculated to be _____ years.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and City of Hattiesburg, Mississippi (the "**City**") with respect to certain of the representations set forth in the Arbitrage Certificate of the Issuer and the District and with respect to compliance with the federal income tax rules affecting the Bonds, and by Butler Snow LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038, and other federal income tax advice that it may give to the Issuer and the City from time to time relating to the Bonds.

Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose.

RAYMOND JAMES & ASSOCIATES, INC.

By: _____

Name: _____

Dated: _____, 2020

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

GENERAL RULE MATURITIES

Date of Maturity (February 1)	Principal Amount	Interest Rate	Yield	Price
20__				
20__				
20__				
20__				
20__				
20__				
20__				
20__				
20__				
20__				
20__				
20__				
20__				
20__				
20__				
20__				
20__				
20__				

\$____,000 @ _____% due February 1, 20__, Priced to Yield @ _____% @ _____%*

\$____,000 @ _____% due February 1, 20__, Priced to Yield @ _____% @ _____%*

*Priced to the par call date of February 1, 20__.

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

**PRELIMINARY OFFICIAL STATEMENT
DATED _____, 2020**

NEW ISSUE-BOOK-ENTRY ONLY

UNDERLYING RATING – Moody's: "___"

(See "RATING" herein)

In the opinion of Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the Series 2020 Bonds (as defined below) is excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code (as defined herein). Such excludability is conditioned on continuing compliance with certain tax covenants of the Bank (as defined below) and the City (as defined below). In the opinion of Bond Counsel under existing laws, regulations, rulings and judicial decisions, interest on the Series 2020 Bonds is exempt from income taxation in the State of Mississippi. See "TAX MATTERS" herein and "APPENDIX D - FORM OF BOND COUNSEL OPINION" attached hereto.

**\$15,150,000
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2020
(HATTIESBURG, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)**

Dated: Date of Delivery

DUE February 1, as shown on inside front cover

The Mississippi Development Bank Special Obligation Bonds, Series 2020 (Hattiesburg, Mississippi General Obligation Bond Project) (the "**Series 2020 Bonds**"), are being issued by the Mississippi Development Bank (the "**Bank**"), will be dated the date of delivery thereof and will bear interest from that date to their respective maturities in the amounts and at the rates set forth on the inside cover. The Series 2020 Bonds will be dated the date of delivery and will bear interest from that date to their respective maturities in the amounts and at the rates set forth below. The Series 2020 Bonds are issuable only as fully registered bonds and, when issued, will be registered in the name of CEDE & CO., as nominee for The Depository Trust Company, New York, New York ("**DTC**"). Purchases of beneficial interests in the Series 2020 Bonds will be made in book-entry-only form, in the denomination of \$5,000 or any integral multiple thereof. Purchasers of beneficial interests in the Series 2020 Bonds will not receive physical delivery of certificates representing their interests in the Series 2020 Bonds. Interest on the Series 2020 Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2021. So long as DTC or its nominee is the Registered Owner of the Series 2020 Bonds, interest, together with the principal of and redemption premium, if any, on the Series 2020 Bonds will be paid directly to DTC by Hancock Whitney Bank, Jackson, Mississippi, Trustee under the Indenture, all as defined and more fully described herein under the caption, "DESCRIPTION OF THE SERIES 2020 BONDS -- Book-Entry-Only System."

The Series 2020 Bonds are issued by the Bank for the principal purpose of providing funds for the purchase of the City Bond (as defined herein) being issued by the City of Hattiesburg, Mississippi (the "**City**"), as more fully described in this Official Statement.

The Series 2020 Bonds are subject to redemption prior to maturity as more fully described herein. See "DESCRIPTION OF THE SERIES 2020 BONDS -- Redemption."

THE SERIES 2020 BONDS ARE LIMITED AND SPECIAL OBLIGATIONS OF THE BANK AND ARE PAYABLE SOLELY OUT OF THE TRUST ESTATE OF THE BANK PLEDGED THEREFOR UNDER THE INDENTURE, INCLUDING THE CITY BOND AND PAYMENTS DERIVED THEREFROM, AS MORE FULLY DESCRIBED HEREIN. THE SERIES 2020 BONDS DO NOT CONSTITUTE A DEBT, LIABILITY OR LOAN OF THE CREDIT OF THE BANK, THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF UNDER THE CONSTITUTION AND LAWS OF THE STATE OF MISSISSIPPI, OR A PLEDGE OF THE FULL FAITH AND CREDIT, TAXING POWER OR MORAL OBLIGATION OF THE BANK, THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF; PROVIDED, HOWEVER, THAT THE CITY BOND IS SECURED BY THE FULL FAITH AND CREDIT AND TAXING POWER OF THE CITY. THE SOURCES OF PAYMENT OF, AND SECURITY FOR, THE SERIES 2020 BONDS ARE MORE FULLY DESCRIBED HEREIN. THE BANK HAS NO TAXING POWER.

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. PROSPECTIVE INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

The Series 2020 Bonds are offered subject to the final approval of the legality thereof by Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel. Certain legal matters will be passed upon for the Bank by Balch & Bingham LLP, Jackson, Mississippi, its counsel, and for the City by Moran M. Pope III, Hattiesburg, Mississippi. Government Consultants, Inc., Madison, Mississippi, serves as the Municipal Advisor to the Bank in connection with the sale and issuance of the Series 2020 Bonds. The Series 2020 Bonds are expected to be available in definitive form for delivery on or about August 25, 2020.*

RAYMOND JAMES®

The date of this Official Statement is _____, ____.

*Preliminary, subject to change.

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1)). This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

SERIES 2020 BONDS

MATURITY SCHEDULE¹

Year of Maturity	Principal Amount	Interest Rate	Yield	CUSIP*
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				
2043				
2044				
2045				
2046				
2047				
2048				
2049				

TERM BONDS

\$____,000 @ ____% due ____ 1, 20____, Priced to Yield @ ____%, Cusip No. _____

\$____,000 @ ____% due ____ 1, 20____, Priced to Yield @ ____%, Cusip No. _____

* The CUSIP numbers listed above are being provided solely for the convenience of the holders of the Series 2020 Bonds only, and the Bank, the City and the Underwriter does not make any representation with respect to such CUSIP numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to being changed after the issuance of the Series 2020 Bonds as a result of various subsequent actions, including but not limited to a refunding in whole or in part of the Series 2020 Bonds.

¹ Preliminary, subject to change.

THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFERING OF ANY SECURITY OTHER THAN THE ORIGINAL OFFERING OF THE SERIES 2020 BONDS IDENTIFIED ON THE COVER HEREOF. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN THAT CONTAINED IN THIS OFFICIAL STATEMENT, AND IF GIVEN OR MADE SUCH OTHER INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, AND THERE SHALL NOT BE ANY SALE OF THE SERIES 2020 BONDS BY ANY PERSON, IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION AND EXPRESSION OF OPINIONS HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR THE SALE OF ANY OF THE SERIES 2020 BONDS SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF.

THE UNDERWRITER HAS PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT. THE UNDERWRITER HAVE REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS A PART OF, ITS RESPONSIBILITIES UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. INFORMATION HEREIN HAS BEEN OBTAINED FROM THE BANK, THE CITY, DTC AND OTHER SOURCES BELIEVED TO BE RELIABLE, BUT THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION IS NOT GUARANTEED BY THE UNDERWRITER.

UPON ISSUANCE, THE SERIES 2020 BONDS WILL NOT BE REGISTERED BY THE BANK UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW, AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER FEDERAL, STATE OR OTHER GOVERNMENTAL ENTITY OR AGENCY, OTHER THAN THE BANK (TO THE EXTENT DESCRIBED HEREIN), WILL HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT OR APPROVED THE SERIES 2020 BONDS FOR SALE.

THIS OFFICIAL STATEMENT IS NOT TO BE CONSTRUED AS A CONTRACT OR AGREEMENT BETWEEN THE BANK AND THE PURCHASERS OR HOLDERS OF THE SERIES 2020 BONDS. ALL ESTIMATES AND ASSUMPTIONS CONTAINED HEREIN ARE BELIEVED TO BE REASONABLE, BUT NO REPRESENTATION IS MADE THAT SUCH ESTIMATES OR ASSUMPTIONS ARE CORRECT OR WILL BE REALIZED.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2020 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE PRICES AT WHICH THE SERIES 2020 BONDS ARE OFFERED TO THE PUBLIC BY THE UNDERWRITER (AND THE YIELDS RESULTING THEREFROM) MAY VARY FROM THE INITIAL PUBLIC OFFERING PRICES OR YIELDS APPEARING ON THE INSIDE COVER PAGE HEREOF. IN ADDITION, THE UNDERWRITER MAY ALLOW CONCESSIONS OR DISCOUNTS FROM SUCH INITIAL PUBLIC OFFERING PRICES TO DEALERS AND OTHERS.

THIS OFFICIAL STATEMENT CONTAINS FORECASTS, PROJECTIONS AND ESTIMATES THAT ARE BASED ON EXPECTATIONS AND ASSUMPTIONS WHICH EXISTED AT THE TIME SUCH FORECASTS, PROJECTIONS AND ESTIMATES WERE PREPARED. IN LIGHT OF THE IMPORTANT FACTORS THAT MAY MATERIALLY AFFECT ECONOMIC CONDITIONS OF THE STATE, THE UNITED STATES OF AMERICA, AND THE CITY THE INCLUSION IN THIS OFFICIAL

STATEMENT OF SUCH FORECASTS, PROJECTIONS AND ESTIMATES SHOULD NOT BE REGARDED AS A REPRESENTATION BY THE BANK, THE CITY OR THE UNDERWRITER THAT SUCH FORECASTS, PROJECTIONS AND ESTIMATES WILL OCCUR. SUCH FORECASTS, PROJECTIONS AND ESTIMATES ARE NOT INTENDED AS REPRESENTATIONS OF FACT OR GUARANTEES OF RESULTS.

IF AND WHEN INCLUDED IN THIS OFFICIAL STATEMENT, THE WORDS "EXPECTS," "FORECASTS," "PROJECTS," "INTENDS," "ANTICIPATES," "ESTIMATES" AND ANALOGOUS EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS AND ANY SUCH STATEMENTS INHERENTLY ARE SUBJECT TO A VARIETY OF RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE PROJECTED. SUCH RISKS AND UNCERTAINTIES INCLUDE, AMONG OTHERS, GENERAL ECONOMIC AND BUSINESS CONDITIONS, CHANGES IN POLITICAL, SOCIAL AND ECONOMIC CONDITIONS, REGULATORY INITIATIVES AND COMPLIANCE WITH GOVERNMENTAL REGULATIONS, LITIGATION AND VARIOUS OTHER EVENTS, CONDITIONS AND CIRCUMSTANCES, MANY OF WHICH ARE BEYOND THE CONTROL OF THE BANK AND THE CITY. THESE FORWARD-LOOKING STATEMENTS SPEAK ONLY AS OF THE DATE OF THIS OFFICIAL STATEMENT. THE BANK DISCLAIMS ANY OBLIGATION OR UNDERTAKING TO RELEASE PUBLICLY ANY UPDATES OR REVISIONS TO ANY FORWARD-LOOKING STATEMENT CONTAINED HEREIN TO REFLECT ANY CHANGE IN THE BANK'S EXPECTATIONS WITH REGARD THERETO OR ANY CHANGE IN EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH ANY SUCH STATEMENT IS BASED.

THE ORDER AND PLACEMENT OF MATERIALS IN THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, ARE NOT TO BE DEEMED A DETERMINATION OF RELEVANCE, MATERIALITY OR IMPORTANCE, AND THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, MUST BE CONSIDERED IN ITS ENTIRETY. THE CAPTIONS AND HEADINGS IN THIS OFFICIAL STATEMENT ARE FOR CONVENIENCE OF REFERENCE ONLY, AND IN NO WAY DEFINE, LIMIT OR DESCRIBE THE SCOPE OR INTENT, OR AFFECT THE MEANING OR CONSTRUCTION, OF ANY PROVISION OR SECTIONS OF THIS OFFICIAL STATEMENT. THE OFFERING OF THE SERIES 2020 BONDS IS MADE ONLY BY MEANS OF THIS OFFICIAL STATEMENT.

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TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION.....	1
The Bank	1
Sources of Payment and Security for the Series 2020 Bonds	1
Purpose of the Series 2020 Bonds	2
Authority for Issuance	2
Description of the Series 2020 Bonds	2
Tax Exemption.....	3
Professionals Involved in the Offering	3
Offering and Delivery of the Series 2020 Bonds	3
Risks to the Owners of the Series 2020 Bonds	3
Other Information	4
Format of Official Statement	4
SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2020 BONDS.....	5
General	5
The City and the City Bond	5
Provisions for Payment of the City Bond.....	5
RISKS TO THE OWNERS OF THE SERIES 2020 BONDS	6
General	6
City Bond	6
Tax Covenants	6
Remedies	7
Certain Bankruptcy Risks	7
Limitation on Enforceability of Security Interests	7
Failure to Compel the Levy of Taxes on the City Bond	8
DESCRIPTION OF THE SERIES 2020 BONDS	9
General Description	9
Book-Entry-Only System	9
Redemption	12
APPLICATION OF THE PROCEEDS OF THE SERIES 2020 BONDS.....	14
THE MISSISSIPPI DEVELOPMENT BANK	14
General	14
Organization and Membership of the Bank	15
Prior Bonds of Bank	15

REVENUES, FUNDS AND ACCOUNTS.....	15
Creation of Funds and Accounts	15
Deposit of Net Proceeds of the Series 2020 Bonds, Revenues and Other Receipts.....	16
OPERATION OF FUNDS AND ACCOUNTS.....	16
General Fund.....	16
Rebate Fund	17
Amounts Remaining in Funds.....	18
Investment of Funds	18
THE SERIES 2020 BONDS AS LEGAL INVESTMENTS.....	19
LITIGATION	19
TAX TREATMENT OF ORIGINAL ISSUES DISCOUNT	19
TAX TREATMENT OF ORIGINAL ISSUE PREMIUM.....	20
TAX MATTERS.....	20
LEGAL MATTERS.....	21
RATING	22
PENSION PLAN.....	22
POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS	23
INDEPENDENT AUDITORS	23
CONTINUING DISCLOSURE.....	23
MUNICIPAL ADVISOR.....	24
VALIDATION	24
MISCELLANEOUS	24
APPENDIX A - INFORMATION ON THE CITY	
APPENDIX B - FINANCIAL INFORMATION FOR THE CITY	
APPENDIX C - FORM OF THE CITY BOND RESOLUTION AND THE CITY BOND	
APPENDIX D - FORM OF BOND COUNSEL OPINION	
APPENDIX E - DEFINITIONS	
APPENDIX F - FORM OF CONTINUING DISCLOSURE CERTIFICATE	

OFFICIAL STATEMENT

\$15,150,000

**MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2020
(HATTIESBURG, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)**

INTRODUCTION

The purpose of this Official Statement, including its APPENDICES, is to set forth certain information concerning the sale and issuance by the Mississippi Development Bank (the "**Bank**") of its Mississippi Development Bank Special Obligation Bonds, Series 2020 (Hattiesburg, Mississippi General Obligation Bond Project) (the "**Series 2020 Bonds**"), issued in the aggregate principal amount of \$15,150,000.

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and all APPENDICES hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Series 2020 Bonds to potential investors is made only by means of the entire Official Statement.

The Bank

The Bank was established in 1986 as a separate body corporate and politic of the State of Mississippi (the "**State**") for the public purposes set forth under the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "**Bank Act**"). The Bank is not an agency of the State, is separate from the State in its corporate and sovereign capacity and has no taxing power. The Bank is governed by a Board of Directors composed of nine (9) members.

Pursuant to the Bank Act, the purpose of the Bank is to assist "local governmental units," as defined in the Bank Act to be (i) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State of Mississippi, (ii) the State of Mississippi or any agency thereof, (iii) the institutions of higher learning of the State of Mississippi, (iv) any education building corporation established for institutions of higher learning, or (v) any other governmental unit created under state law, such as the City, through programs of purchasing the bonds, notes or evidences of indebtedness of such local governmental units under agreements between such local governmental units and the Bank. The entity described in APPENDIX A (the "**City**") is such a local governmental unit.

Sources of Payment and Security for the Series 2020 Bonds

The Series 2020 Bonds will be issued by and under and secured by an Indenture of Trust dated the date of delivery (the "**Indenture**"), by and between the Bank and Hancock Whitney Bank, Jackson, Mississippi, as Trustee (the "**Trustee**"). The principal of, redemption premium, if any, and interest on any and all of the Series 2020 Bonds, together with any additional bonds or refunding bonds (the "**Refunding Bonds**") that may be authorized and issued by the Bank under the Indenture on a parity with the Series 2020 Bonds (collectively, the "**Bonds**"), are payable from those revenues and funds of the Bank which, together with the general obligation bond issued by the City (the "**City Bond**"), as defined and described herein, pursuant to Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "**City Bond Act**") and together with the Bank Act, the "**Act**"), are pledged pursuant to the Indenture for the benefit of the owners of the Series 2020 Bonds without priority. The full faith and credit and taxing

power of the State are not pledged to the payment of the principal of, premium, if any, and interest on any of the Series 2020 Bonds. The Series 2020 Bonds are not a debt, liability, loan of the credit or pledge of the full faith and credit, moral obligation of the State or of any political subdivision; provided, however, that the City Bond is secured by the full faith and credit and taxing power of the City. The Bank has no taxing power and has only those powers and sources of revenue set forth in the Bank Act. The Series 2020 Bonds are issued and secured separately from any other obligations issued by the Bank.

The Series 2020 Bonds are secured by the pledge of the Trust Estate established under the Indenture (the "**Trust Estate**"), defined to be (i) cash and securities in the funds and accounts established by the Indenture (except the Rebate Fund, as described herein) (the "**Funds**" and "**Accounts**") and the investment earnings thereon and all proceeds thereof, (ii) the City Bond and the earnings thereon and the proceeds thereof, and (iii) all funds, accounts and moneys hereinafter pledged to the Trustee as security by the Bank. All Series 2020 Bonds will be secured equally and ratably by all of the foregoing. The sources of payment for the Series 2020 Bonds are further described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2020 BONDS," and "APPENDIX C."

The principal of and interest on the City Bond are payable out of certain revenues as hereinafter defined. The following City Bond is scheduled to be purchased with proceeds of the Series 2020 Bonds: \$15,150,000 City of Hattiesburg, Mississippi General Obligation Bond, Series 2020 (the "**City Bond**"). The sources of payment on the City Bond are further described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2020 BONDS" and "APPENDIX C."

Purpose of the Series 2020 Bonds

The Series 2020 Bonds are being issued pursuant to the Act to purchase the City Bond to provide funds for (a)(i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, and purchasing buildings and land therefor; (iii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (iv) constructing bridges and culverts; and (v) for other authorized purposes under the Act (the "**Construction Project**"), (b) funding capitalized interest, and (c) paying costs of issuance of the Series 2020 Bonds and the City Bond.

Authority for Issuance

The Series 2020 Bonds are issued pursuant to the provisions of the Act and the Indenture.

Description of the Series 2020 Bonds

Redemption. The Series 2020 Bonds are subject to redemption as set forth hereinafter under the caption "DESCRIPTION OF THE SERIES 2020 BONDS -- Redemption."

Denominations. The Series 2020 Bonds will be issued in denominations of \$5,000 or any integral multiple thereof.

Registration, Transfers, and Exchanges. The Series 2020 Bonds will be issued only as fully registered bonds and, when issued, will be registered in the name of Cede & Co., as nominee for DTC. Purchases of beneficial interests in the Series 2020 Bonds will be made in book entry only form. Purchasers of beneficial interests in the Series 2020 Bonds will not receive physical delivery of certificates representing their respective interests in the Series 2020 Bonds.

Payments. Interest on the Series 2020 Bonds is payable on February 1 and August 1 of each year, and, so long as DTC or its nominee is the Registered Owner of the Series 2020 Bonds, such interest, together with the principal of and redemption premium, if any, on the Series 2020 Bonds will be paid directly to DTC by Hancock Whitney Bank, Jackson, Mississippi, as Trustee under the Indenture. The final disbursement of such payments to the Beneficial Owners of the Series 2020 Bonds will be the responsibility of the DTC Participants and the Indirect Participants, all as more fully defined and described herein under the caption "DESCRIPTION OF THE SERIES 2020 BONDS -- Book-Entry-Only System."

For a more complete description of the Series 2020 Bonds and the basic documentation pursuant to which the Series 2020 Bonds are being issued, see the captions "DESCRIPTION OF THE SERIES 2020 BONDS," "REVENUES, FUNDS AND ACCOUNTS," and "OPERATION OF FUNDS AND ACCOUNTS," in this Official Statement.

Tax Exemption

In the opinion of Butler Snow, LLP, Ridgeland, Mississippi ("**Bond Counsel**"), under existing laws, regulations, rulings, and judicial decisions, interest on the Series 2020 Bonds is excludable from gross income for federal tax purposes, with such excludability conditioned upon continuing compliance with certain tax covenants of the Bank and the City, and under existing laws, regulations, rulings, and judicial decisions, interest on the Series 2020 Bonds is exempt from all income taxation in the State of Mississippi. Interest on the Series 2020 Bonds is not a specific preference item for purposes of federal alternative minimum taxes. For a more complete description of such opinion and certain other tax consequences incident to the ownership of the Series 2020 Bonds, see the caption "TAX MATTERS" in this Official Statement. See "APPENDIX D" for the proposed form of Bond Counsel opinion.

Professionals Involved in the Offering

Hancock Whitney Bank, Jackson, Mississippi, will act as Trustee under the Indenture for the Series 2020 Bonds. Government Consultants, Inc., Madison, Mississippi, is employed as Municipal Advisor to the Bank (the "**Municipal Advisor**") with respect to the Series 2020 Bonds. Certain proceedings in connection with the issuance of the Series 2020 Bonds are subject to the approval of Bond Counsel. Certain legal matters will be passed upon for the Bank by Balch & Bingham LLP, Jackson, Mississippi and for the City by, Moran M. Pope III, Hattiesburg, Mississippi. See the caption "LEGAL MATTERS" and "MISCELLANEOUS" in this Official Statement.

Offering and Delivery of the Series 2020 Bonds

Subject to the final approval of the legality thereof by Bond Counsel, the Series 2020 Bonds are expected to be available in definitive form for delivery on or about _____, 2020.

Risks to the Owners of the Series 2020 Bonds

There are certain risks involved in the ownership of the Series 2020 Bonds which should be considered by prospective purchasers. The ability of the Bank to pay principal of, redemption premium, if any, and interest on the Series 2020 Bonds depends primarily upon the receipt by the Bank of City Bond payments (the "**City Bond Payments**") from the City participating in the program (the "**Program**") which is obligated to make such payments to the Bank, together with investment earnings on certain amounts in the Funds and Accounts defined in and established under the Indenture. There can be no representation or assurance that the City will realize sufficient Revenues to make the required City Bond

Payments. See the caption, "SECURITY AND SOURCES OF PAYMENT." Failure of the Bank and/or the City to comply with certain tax covenants may also adversely affect the exempt status of the interest on all of the Series 2020 Bonds. See the caption "RISKS TO THE OWNERS OF THE SERIES 2020 BONDS" in this Official Statement.

COVID-19 Pandemic

Investment in the Series 2020 Bonds involves certain risks, among them, the economic effect of measures taken to limit the spread of COVID-19. The spread of COVID-19 has led to quarantine and other "social distancing" measures in affected areas, including the State and the City, undertaken by governmental agencies, businesses, schools and other entities. These measures have included actions taken by the Governor of the State to limit non-essential travel, promote telecommuting, limit public gatherings, close non-essential businesses, and issue stay-at-home orders. Although the Governor has completed a phased re-opening of the State, future State legislation may be enacted and/or Executive Orders issued as the situation continues to evolve.

Financial markets have reacted with significant volatility as a result of the outbreak of COVID-19. The spread of the virus has adversely impacted local, state and national economies, which impact, while currently unknown, could adversely affect the operations of the City. Due to the unprecedented nature of the COVID-19 Pandemic and the subsequent measures taken to contain its spread, and the uncertainty as to the duration of those measures, there is no way to predict with any degree of certainty the extent COVID-19 will impact the federal or State economy, or the City.

In summary, the City is unable to predict (i) the extent or duration of the COVID-19 Pandemic, (ii) the extent or duration of existing and future quarantines, travel restrictions, business closures and other measures related to the COVID-19 Pandemic, and (iii) whether and to what extent the COVID-19 Pandemic may disrupt the local and global economy, or whether any such disruption may materially adversely affect the operations of the City. Given the evolving nature of the spread of the disease and the response of governments, business and individuals to COVID-19, the City is unable to accurately predict the magnitude of the impact COVID-19 on the City the financial condition of the City.

Other Information

This Official Statement speaks only as of its date, and certain information contained herein is subject to change.

Copies of other documents and information are available, upon request, and upon payment to the Bank of a charge for copying, mailing, and handling, from E.F. Mitcham, Executive Director, Mississippi Development Bank, 735 Riverside Drive, Suite 300, Jackson, Mississippi 39202, telephone (601) 355-6232.

NO DEALER, BROKER, SALESMAN OR OTHER REPRESENTATIVE OF THE UNDERWRITER OR OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS OFFICIAL STATEMENT, AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, AND THERE SHALL NOT BE ANY SALE OF THE SERIES 2020 BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM THE BANK, THE CITY, DTC AND OTHER SOURCES WHICH ARE BELIEVED TO BE

RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE BANK SINCE THE DATE HEREOF.

THE SERIES 2020 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED.

Format of Official Statement

There follows in this Official Statement a description of the security and sources of payment for the Series 2020 Bonds, the purposes and operation of the Bank's Program to be financed out of the proceeds of the Series 2020 Bonds, the Bank, and summaries of certain provisions of the Series 2020 Bonds, the Indenture, and certain provisions of the Act. All discussions of the Act and the Indenture are qualified in their entirety by reference to the Act and the Indenture, copies of which are available from the Bank, and all discussions of the Series 2020 Bonds are qualified in their entirety by reference to the definitive form and the information with respect to the Series 2020 Bonds contained in the Indenture. Certain information relating to the City is set forth in "APPENDIX A," certain financial and economic information relating to the City is set forth in "APPENDIX B," the form of the City Bond Resolution and the City Bond is set forth in "APPENDIX C," the proposed form of opinion of Bond Counsel with respect to the Series 2020 Bonds is set forth in "APPENDIX D," certain definitions of certain terms used in this Official Statement are set forth in "APPENDIX E" and the form of the continuing disclosure certificate of the City as set forth in "APPENDIX F." Each of the APPENDICES to this Official Statement is an integral part of this Official Statement and should be read in its entirety by any and all owners or prospective owners of the Series 2020 Bonds.

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2020 BONDS

General

The Series 2020 Bonds are payable only out of the Trust Estate. The Indenture creates a continuing pledge of and lien upon the Trust Estate to secure the full and final payment of the principal of, premium, if any, and interest on all of the Series 2020 Bonds. The Series 2020 Bonds do not constitute a debt, liability or loan of the credit of the State or any political subdivision thereof under the constitution of the State or a pledge of the full faith and credit and taxing power or moral obligation of the State or any political subdivision thereof; provided, however, that the City Bond is a general obligation of the City. The Bank has no taxing power. The sources of payment of, and security for, the Series 2020 Bonds are more fully described below.

Under the Indenture, the Series 2020 Bonds are secured by a pledge to the Trustee of the City Bond and all City Bond Payments, as described herein. In addition, the Indenture pledges to the payment of the Series 2020 Bonds all proceeds of the Trust Estate, including without limitation all cash and securities held in the Funds and Accounts created by the Indenture, except for the Rebate Fund, together with investment earnings thereon and proceeds thereof (except to the extent transferred to the Rebate Fund or from such Funds and Accounts under the Indenture), and all other funds, accounts and moneys to be pledged by the Bank to the Trustee as security under the Indenture, to the extent of any such pledge.

The City and the City Bond

From the proceeds of the Series 2020 Bonds, the Bank intends to purchase and, upon purchase, will pledge to the Trustee the City Bond of the City, as described in "APPENDIX C."

Provisions for Payment of the City Bond

The City Bond will be a general obligation of the City. The City Bond Resolution provides that the City is unconditionally obligated to make payments secured by the full faith and credit of the City in an aggregate amount sufficient, with any other funds available therefor, for the payment in full of the principal of, premium, if any, and interest on all Series 2020 Bonds issued and Outstanding under the Indenture, to the date of payment thereof, and certain costs, expenses and charges of the Bank and the Trustee.

In the City Bond Resolution, the City covenants to levy a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of premium, if any, and the interest on the City Bond and any additional obligations of the City under the City Bond Resolution; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the 2020 Bond Fund of the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the City Bond Resolution. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are irrevocably pledged in the City Bond Resolution for the payment of the principal of, premium, if any, and interest on the City Bond and any additional obligations of the City as aforesaid as the same shall respectively mature and accrue.

The City Bond will never, within the meaning of any constitutional or statutory limitation, be a debt, liability, or obligation of the State or any political subdivision of the State other than the City, and neither the full faith and credit nor taxing power or moral obligation of the State or any political subdivision thereof is pledged to the payment of the principal, premium, if any, and interest on the City Bond; provided, however, that the City Bond is a general obligation of the City. The City Bond initially issued under the City Bond Resolution shall be issued for the purposes of providing funds to finance costs of the (i) Construction Project [(ii) pay capitalized interest] and (iii) payment of costs of issuance of the Series 2020 Bonds and the City Bond.

The issuance of the City Bond shall be authorized by resolution of the Mayor and City Council of the City (the "**Governing Body**") adopted pursuant to the Act. See "APPENDIX C" for further description of the City Bond.

RISKS TO THE OWNERS OF THE SERIES 2020 BONDS

General

The Series 2020 Bonds will be payable solely from the payments to be made by the Bank under the Indenture. Pursuant to the Indenture, such payments are limited to City Bond Payments payable by the City on the City Bond pursuant to the City Bond Resolution. No reserve fund has been established for

the payment of debt service on the Series 2020 Bonds or the City Bond. Purchasers of the Series 2020 Bonds are advised of certain risk factors with respect to the City Bond.

In addition, purchasers of the Series 2020 Bonds are advised of certain additional information in connection with the City as set forth in "APPENDIX A" and "APPENDIX B."

City Bond

The ability of the Bank to pay principal of, redemption premium, if any, and interest on the Series 2020 Bonds depends primarily upon the receipt by the Bank of City Bond Payments from the City which is obligated under the City Bond Resolution to make such payments to the Bank, together with earnings on the amounts in the Funds and Accounts created under the Indenture sufficient to make such payments. There is no Indenture Fund or Account which is required to contain amounts to make up for any deficiencies in the event of one or more defaults by the City in making such City Bond Payments, and there is no source from which the General Fund will be replenished except the City Bond Payments and investment income on moneys in the Funds and Accounts; and further, no reserve fund is created in the Indenture or the City Bond Resolution to pay debt service on the Series 2020 Bonds or the City Bond.

Tax Covenants

The Bank has covenanted under the Indenture to use its best efforts to comply with all actions required to assure the continuing excludability of interest on the Series 2020 Bonds from gross income or federal income tax purposes. Failure by the Bank to comply with such covenants could cause the interest on the Series 2020 Bonds to be includable in gross income for federal income tax purposes retroactive to the date of issuance. Further, the City has covenanted in the City Bond Resolution that it will comply with certain requirements under the Code to ensure continuing excludability from gross income for federal income tax purposes of interest on the Series 2020 Bonds. Failure by the City to comply with such requirements could cause the interest on such Series 2020 Bonds to be includable in gross income for federal income tax purposes retroactive to the date of issuance. See the caption "TAX MATTERS."

Remedies

The remedies available to the Trustee, to the Bank or to the owners of the Series 2020 Bonds upon an Event of Default under the Indenture or under the terms of the City Bond purchased by the Bank are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically the Bankruptcy Code, the remedies provided in the Indenture and under the City Bond may not be readily available or may be limited.

Certain Bankruptcy Risks

In the event the City were to become a debtor under the Bankruptcy Code, payments under the City Bond Resolution may be stayed or under certain circumstances may be subject to avoidance or disgorgement and the interest of the Trustee in such payments may not extend to payments acquired after the commencement of such a bankruptcy case or within ninety (90) days prior thereto. Under existing Constitutional and statutory law and judicial decisions, including specifically the Bankruptcy Code, the remedies provided in the City Bond Resolution and the Indenture may not be readily available or may be limited. The various legal opinions delivered concurrently with the delivery of the City Bond will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and by bankruptcy, reorganization, insolvency or other similar laws affecting the

rights of creditors generally. Furthermore, if a bankruptcy court concludes that the Trustee has "adequate protection," it may enter orders affecting the security of the Trustee, including orders providing for the substitution, subordination and sale of the security of the Trustee. In addition, a reorganization plan may be adopted even though it has not been accepted by the Trustee if the Trustee is provided with the benefit of its original lien or the "indubitable equivalent." Thus, in the event of the bankruptcy of the City, the amount realized by the Trustee may depend on the bankruptcy court's interpretation of "indubitable equivalent" and "adequate protection" under the then existing circumstances. The bankruptcy court may also have the power to invalidate certain provisions of the City Bond Resolution, the Indenture, or related documents that make bankruptcy and related proceedings by the City an Event of Default thereunder. All of these events would adversely affect the payment of debt service on the Series 2020 Bonds.

Limitation on Enforceability of Security Interests

The remedies available upon an Event of Default under the Indenture and the City Bond Resolution are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically the Bankruptcy Code, the remedies provided in the Indenture and the City Bond Resolution may not be readily available or may be limited. The various legal opinions delivered concurrently with the delivery of the Series 2020 Bonds and the City Bond may be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

The pledge of the full faith and credit granted by the City in the City Bond Resolution may be limited by a number of factors, including the ability to collect levied taxes. Under current law, such a pledge and assignment as attempted to be effected by the City Bond Resolution may be further limited by the following: (a) statutory liens; (b) rights arising in favor of the United States of America or any agency thereof; (c) prohibitions against assignment set forth in federal statutes; (d) constructive trusts, equitable liens or other rights which might be impressed or conferred by any state or federal court in the exercise of equitable jurisdiction; (e) federal bankruptcy laws affecting taxes and other revenues of the City received within ninety (90) days preceding and after any effectual institution of bankruptcy, liquidation or reorganization proceedings by or against the City; (f) rights of third parties in revenues converted to cash and not in the possession of the Trustee; and (g) sales, liens and/or pledges made by the City. If an Event of Default does occur, it is uncertain that the Trustee could successfully obtain an adequate remedy at law or in equity.

Failure to Compel the Levy of Taxes on the City Bond

The City Bond will be a general obligation of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the 2020 Bond Fund of the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the City Bond Resolution. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest of the City Bond as the same falls due.

The qualified electors of the State of Mississippi voted in a general election held on November 7, 1995, to amend the Mississippi Constitution of 1890 (the "**Constitution**") to add the following new Section 172A (the "**Amendment**"):

SECTION 172A. Neither the Supreme Court nor any inferior court of this state shall have the power to instruct or order the state or any political subdivision thereof, or an official of the state or any political subdivision, to levy or increase taxes.

The Amendment does not affect the underlying obligation to pay the principal of and interest on the City Bond as it matures and becomes due, nor does it affect the obligation to levy a tax sufficient to accomplish that purpose. However, even though it appears that the Amendment was not intended to affect remedies of a holder of the City Bond in the event of a payment default, it potentially prevents such holder from obtaining a writ of mandamus to compel the levying of taxes to pay the principal of and interest on the City Bond in a Court of the State of Mississippi. It is not certain whether the Amendment would affect the right of a Federal Court to direct the levy of a tax to satisfy a contractual obligation. Other effective remedies are available to the holder of the City Bond in the event of a payment default with respect to the City Bond. For example, such holder can seek a writ of mandamus to compel the City to use any legally available moneys to pay the debt service on the City Bond, and if such writ of mandamus is issued and public officials fail to comply with such writ, then such public officials may be held in contempt of court. In addition, pursuant to Mississippi Constitution §175, all public officials who are guilty of willful neglect of duty may be removed from office.

DESCRIPTION OF THE SERIES 2020 BONDS

General Description

The Series 2020 Bonds are issuable under the Indenture as fully registered bonds. When issued, the Series 2020 Bonds will be registered in the name of and held by Cede & Co., as nominee for DTC. Purchases of beneficial interests from DTC in the Series 2020 Bonds will be made in book-entry-only form (without certificates) in the denomination of \$5,000 or any integral multiple thereof (see the heading, "**Book-Entry-Only System**" under this caption).

The Series 2020 Bonds will mature in the amounts and on the dates, and bear interest at the rates per annum, set forth on the cover page of this Official Statement. Interest on the Series 2020 Bonds will be payable semiannually on February 1 and August 1 of each year, commencing February 1, 2021. Interest will be calculated on the basis of a 360-day year consisting of twelve thirty-day months.

Each Series 2020 Bond will be dated the day of delivery. If any Series 2020 Bond is authenticated on or prior to the day of delivery, it will bear interest from such date. Each Series 2020 Bond authenticated after the day of delivery, will bear interest from the most recent date on which interest was payable (the "**Interest Payment Date**") and has been paid on or prior to the date of authentication of such Series 2020 Bond, unless such Series 2020 Bond is authenticated after the fifteenth day of the calendar month preceding an Interest Payment Date (the "**Record Date**") and on or prior to the next following Interest Payment Date, in which case such Series 2020 Bond will bear interest from such following Interest Payment Date.

So long as DTC or its nominee is the Registered Owner of the Series 2020 Bonds, payments of the principal of, redemption premium, if any, and interest on the Series 2020 Bonds will be made directly by the Trustee by wire transfer of funds to Cede & Co., as nominee for DTC. Disbursement of such

payments to the participants of DTC (the "**DTC Participants**") will be the sole responsibility of DTC, and the ultimate disbursement of such payments to the Beneficial Owners, as defined herein, of the Series 2020 Bonds will be the responsibility of the DTC Participants and the Indirect Participants, as defined herein. See the heading, "Book-Entry-Only System" under this caption.

If the Series 2020 Bonds are no longer in a book-entry-only system, the principal of the Series 2020 Bonds will be payable upon maturity or redemption at the principal corporate trust office of the Trustee in Jackson, Mississippi, and interest on the Series 2020 Bonds will be paid by check of the Trustee dated the due date and mailed or delivered on or before the Business Day prior to each Interest Payment Date to the Registered Owners of record as of the close of business on the most recent Record Date or, at the written election of the Registered Owner of \$1,000,000 or more in aggregate principal amount of Series 2020 Bonds delivered to the Trustee at least one Business Day prior to the Record Date for which such election will be effective, by wire transfer to the Registered Owner or by deposit into the account of the Registered Owner if such account is maintained by the Trustee.

Book-Entry-Only System

Unless and until the book-entry-only system has been discontinued, the Series 2020 Bonds will be available only in book-entry form in principal amounts of \$5,000 or any integral multiple thereof. DTC will initially act as securities depository for the Series 2020 Bonds. The Series 2020 Bonds will be initially issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee). One fully-registered Series 2020 Bond will be issued for each maturity of the Series 2020 Bonds and will be deposited with DTC or pursuant to DTC's FAST registration procedures.

The information provided under this caption has been provided by DTC. No representation has been made by the Bank, the City or the Original Purchasers as to the accuracy or adequacy of such information, or as to the absence of material adverse changes in such information subsequent to the date hereof.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("**Direct Participants**") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("**DTCC**"). DTCC is the holding company for DTC, the National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("**Indirect Participants**"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2020 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2020 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2020 Bond ("**Beneficial Owner**") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2020 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2020 Bonds, except in the event that use of the book-entry system for the Series 2020 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2020 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2020 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2020 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts the Series 2020 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Series 2020 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2020 Bonds, such as redemptions, tenders, defaults and proposed amendments to the Bond Documents. For example, Beneficial Owners of the Series 2020 Bonds may wish to ascertain that the nominee holding the Series 2020 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Bond Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2020 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2020 Bonds to be redeemed.

Neither DTC nor Cede & Co., (nor any other DTC nominee) will consent or vote with respect to the Series 2020 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an "Omnibus Proxy" to the Trustee as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2020 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, principal payments and interest payments on the Series 2020 Bonds will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the Bank or the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participant

and not of DTC, the Trustee, or the Bank subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal payments and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Bank or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2020 Bonds at any time by giving reasonable notice to the Bank or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2020 Bond certificates are required to be printed and delivered.

The Bank may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2020 Bond certificates in definitive form will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Bank, the City and the Original Purchaser believe to be reliable, but neither the Bank, the City nor the Original Purchaser take any responsibility for the accuracy thereof.

So long as Cede & Co. is the registered holder of the Series 2020 Bonds as nominee of DTC, references herein to the Holders, holders, owners or Registered Owners of the Series 2020 Bonds mean Cede & Co. and not the Beneficial Owners of the Series 2020 Bonds.

THE BANK, THE TRUSTEE, THE CITY AND THE UNDERWRITER CANNOT AND DO NOT GIVE ANY ASSURANCES THAT THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE SERIES 2020 BONDS (A) PAYMENTS OF PRINCIPAL OF, REDEMPTION PRICE OF OR INTEREST ON THE SERIES 2020 BONDS; (B) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN SERIES 2020 BONDS; OR (C) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE SERIES 2020 BONDS, OR THAT THEY WILL DO SO ON A TIMELY BASIS OR THAT DTC OR DIRECT OR INDIRECT PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE CURRENT "RULES" APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION AND THE CURRENT "PROCEDURES" OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

NEITHER THE BANK, THE CITY, THE TRUSTEE NOR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DTC PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (A) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (B) THE PAYMENT BY ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF, REDEMPTION PRICE OF, OR INTEREST ON THE SERIES 2020 BONDS; (C) THE DELIVERY BY ANY DTC PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE INDENTURE TO BE GIVEN TO BONDHOLDERS; (D) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL

REDEMPTION OF THE SERIES 2020 BONDS; OR (E) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

Redemption

Optional Redemption. The Series 2020 Bonds (or any portions thereof in integral multiples of \$5,000 each) maturing on or after February 1, 20__, are subject to redemption in whole or in part, in principal amounts and maturities selected by the Bank on any date on or after February 1, 20__, at par, plus accrued interest to the date of redemption. Under the Indenture, selection of Series 2020 Bonds to be redeemed within a maturity will be made by lot by the Trustee. In accordance with DTC's standard practices and its agreement with the Bank, DTC and the DTC Participants will make this selection so long as the Series 2020 Bonds are in book-entry form.

Mandatory Sinking Fund Redemption. The Bonds maturing February 1, 20__, are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture on each February 1, in each of the years set forth below, at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

\$ __,000	
Term Bond Maturing February 1, 20__	
Year	Principal Amount
20__	\$,000
20__	,000
20__	,000
20__	,000
20__*	,000

*** Final Maturity**

The Bonds maturing February 1, 20__, are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture on each February 1, in each of the years set forth below, at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

\$ __,000	
Term Bond Maturing February 1, 20__	
,	
Year	Principal Amount
20__	\$,000
20__	,000
20__	,000
20__	,000
20__*	,000

*** Final Maturity**

Notice of Redemption. Notice of the call for any redemption, identifying the Series 2020 Bonds (or any portions thereof in integral multiples of \$5,000 each) to be redeemed (which may be a conditional notice of redemption), will be given by the Trustee at least 30 days but not more than 45 days prior to the date fixed for redemption by mailing a copy of the redemption notice by registered or certified mail to the Registered Owner of each Series 2020 Bond to be redeemed at the address shown on the registration records. Failure to mail such notice to any particular owner of Series 2020 Bonds, or any defect in the notice mailed to any such owner of Series 2020 Bonds, will not affect the validity of the call for the redemption of any other Series 2020 Bonds. So long as DTC or its nominee is the Registered Owner of the Series 2020 Bonds, notice of the call for any redemption will be given to DTC, and not directly to Beneficial Owners. See the caption, "DESCRIPTION OF THE SERIES 2020 BOND -- Book-Entry-Only System."

Redemption Payments. The Trustee will apply funds deposited with the Trustee by the Bank in an amount sufficient to pay the Redemption Price of the Series 2020 Bonds, or portions thereof called, together with accrued interest thereon to the redemption date. After the redemption date, if proper notice of redemption by mailing has been given and sufficient funds have been deposited with the Trustee, interest will cease to accrue on the Series 2020 Bonds that have been called.

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**APPLICATION OF THE PROCEEDS
OF THE SERIES 2020 BONDS**

The proceeds of sale of the Series 2020 Bonds which is equal to \$15,150,000 will be applied as follows:

Sources of Funds

Series 2020 Bond Proceeds	\$
Original Issue Premium	\$
Total Sources of Funds	\$

Uses of Funds

Deposit to General Fund, Purchase Account for Purchase of the City Bond	\$
Deposit to the General Fund, Capitalized Interest Account	
Deposit to the General Fund, Bond Issuance Expense Account	
Total Uses of Funds	\$

THE MISSISSIPPI DEVELOPMENT BANK

General

The Bank was created in 1986 and is organized and existing under and by virtue of the Bank Act as a separate body corporate and politic for the public purposes set forth in the Bank Act. The Bank is not an agency of the State, is separate from the State in its corporate and sovereign capacity and has no taxing power.

The Bank is granted under the Bank Act the power to borrow money and issue its bonds in such principal amounts as it shall deem necessary to provide funds to accomplish a public purpose or purposes of the State provided for under the Bank Act, including purchasing bonds, notes or evidences of indebtedness, such as the City Bond, from local governmental units, such as the City.

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Organization and Membership of the Bank

The Bank is governed by a nine (9) member Board of Directors (the "**Board of Directors**"). The members of the Board of Directors are elected by the members of the Mississippi Business Finance Corporation (the "**MBFC**") at the time and place fixed by the MBFC's by-laws. Appointments are for terms of one year. Members of the Board of Directors serve until they are replaced or re-appointed. The members of the Board of Directors as of the date of this Official Statement are as follows:

NAME	OCCUPATION	TERM
Carolyn Boteler	Owner, Temp Staff	08/01/19 – 07/31/20
Jabari Edwards	Owner, J5GBL Construction Co.	08/01/19 – 07/31/20
William L. Freeman, Jr.	Retired Bank President	08/01/19 – 07/31/20
William Griffin	Owner, Griffin & Griffin Exploration LLC	08/01/19 – 07/31/20
Gary Harkins	Real Estate Developer	08/01/19 – 07/31/20
Joel Horton	Retired Bank President	08/01/19 – 07/31/20
Bobby James	Operations Manager, Atmos Energy	08/01/19 – 07/31/20
William D. Sones	Bank Chairman	08/01/19 – 07/31/20
Mark Wiggins	Retired Business Owner	08/01/19 – 07/31/20

The operations of the Bank are administered by E.F. "Buddy" Mitcham, Jr., Executive Director. Mr. Mitcham is a graduate of Mississippi State University with a degree in Business Administration.

Prior Bonds of Bank

The purpose of the Bank is to foster and promote, in accordance with the Bank Act, the borrowing of funds for public purposes by local governmental units. As of May 1, 2020, the Bank has previously issued bonds for various purposes totaling in principal approximately \$9,010,609,402.00. Of such amount, approximately \$3,132,984,540.08 was outstanding as of May 1, 2020.

The Bank is presently considering the issuance under the Bank Act of additional special obligation bonds for other purposes authorized under the Bank Act.

The faith, credit and taxing power of the State and the Bank are not pledged to the payment of the principal of, premium, if any, and interest on any of the bonds issued or planned for issuance by the Bank and all such bonds are not a debt, liability, loan of the credit or pledge of the faith and credit of the State or the Bank.

REVENUES, FUNDS AND ACCOUNTS

Creation of Funds and Accounts

The Indenture establishes the following special Funds and Accounts to be held by the Trustee:

1. General Fund - comprised of the following:

- (a) General Account
- (b) Capitalized Interest Account
- (c) Purchase Account
- (d) Redemption Account
- (e) Bond Issuance Expense Account

2. Rebate Fund

Deposit of Net Proceeds of the Series 2020 Bonds, Revenues and Other Receipts

The Trustee will deposit the net proceeds from the sale of the Series 2020 Bonds as follows:

(a) To the Bond Issuance Expense Account of the General Fund, the amount of \$_____ to pay a portion of the costs of issuance of the Series 2020 Bonds and the City Bond; and

(b) To the Capitalized Interest Account of the General Fund, the amount of \$_____ to pay a portion of the interest on the Series 2020 Bonds during the construction period for the Construction Project; and

(c) To the Purchase Account of the General Fund, the sum of \$_____,000 to be used to purchase the City Bond.

The Trustee will deposit Revenues and other receipts (except the proceeds of the Series 2020 Bonds, interest earnings on any amounts in the Rebate Fund and moneys received by the Bank from the sale or redemption prior to maturity of the City Bond) into the General Account of the General Fund based on the amount due under the City Bond Resolution for the City Bond, and will deposit any moneys received from the sale or redemption prior to maturity of City Bond in to the Redemption Account of the General Fund.

OPERATION OF FUNDS AND ACCOUNTS

General Fund

General Account and Capitalized Interest Account. On or before three (3) business days next preceding each Interest Payment Date, for the period from the date of closing through February 1, 2021, the Trustee shall transfer from the Capitalized Interest Account for deposit in the General Account such amount, less any amount on deposit in the General Account for the payment of interest, as shall be necessary to pay all or a portion of the interest coming due on the Series 2020 Bonds on such Interest Payment Date. Any amounts remaining in the Capitalized Interest Account after ____ 1, 20____, shall be transferred to the General Account for the next payment of interest coming due on the Bonds.

The Trustee will disburse the amounts held in the General Account for the following purposes, and, in the event of insufficient funds to make all of such required disbursements, in the following order of priority:

(a) On or before four (4) Business Days prior to any Interest Payment Date, to the Trustee such amounts as may be necessary to pay the principal and interest coming due on the Series 2020 Bonds on such Interest Payment Date.

(b) As necessary and in accordance with the Indenture, such amounts as may be necessary to pay any Program Expenses of the Bank for the Series 2020 Bonds.

(c) The amounts to be transferred to the Rebate Fund as provided in the Arbitrage Rebate Agreement and Section 6.11 of the Indenture.

(d) After making all required payments under subparagraphs (a) through (c) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of City Bond Payments in the succeeding twelve (12) months and shall transfer all monies in the General Account, excluding capitalized interest remaining in the General Account, which, together with such expected receipts for the succeeding 12 months are in excess of the amounts needed to pay principal and interest on the Series 2020 Bonds within the immediately succeeding twelve month period, to the City at the request of the City with the prior written approval of the Bank.

Bond Issuance Expense Account. Upon receipt of invoices or requisitions acceptable to the Trustee, the Trustee will disburse the amounts held in the Bond Issuance Expense Account for the payment or reimbursement of the costs related to the authorization, sale, validation and issuance of the Series 2020 Bonds and the purchase and validation of the City Bond, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, legal fees and charges, professional consultants' fees, municipal advisory fees and expenses, costs of credit ratings, fees and charges for execution, transportation and safekeeping of the Series 2020 Bonds, credit enhancements or liquidity facility fees, and other costs, charges and fees in connection with the foregoing. On the date which is thirty (30) days after the date of issuance of the Series 2020 Bonds, any amounts remaining in the Bond Issuance Expense Account will be transferred to the General Account.

Purchase Account. Upon submission of duly authorized written requisitions of an authorized officer of the Bank stating that all requirements for purchases under the Act and the Indenture have been or will be met, the Trustee will disburse the amounts held in the Purchase Account for the purchase of the City Bond with said moneys to be applied to the issuance of the Series 2020 Bonds as more fully described under the heading "Deposit of Net Proceeds of the Series 2020 Bonds, Revenues and Other Receipts".

Redemption Account. The Trustee will deposit in the Redemption Account all moneys received upon the sale or redemption prior to maturity of the City Bond and will disburse the funds in the Redemption Account to redeem Series 2020 Bonds of such maturity or maturities as directed by an Authorized Officer if such Series 2020 Bonds are then subject to redemption.

Rebate Fund

Upon the direction of the Bank and in accordance with the arbitrage rebate agreement or similar document regarding the expenditures and investments of the proceeds of the Series 2020 Bonds provided by the Bank under the Indenture (the "**Arbitrage Rebate Agreement**"), the Trustee will deposit amounts for the benefit of the Bank from the General Account in the General Fund into the Rebate Fund and will deposit into the Rebate Fund all income from investments in the Rebate Fund. In the event and to the

extent that amounts in the Rebate Fund exceed the amounts required to be rebated to the United States of America, the Trustee will transfer such excess amounts to the General Account in the General Fund upon the direction of the Bank in accordance with the Arbitrage Rebate Agreement.

Not more than 60 days after five years following the date of delivery of the Series 2020 Bonds, and at intervals of every five years thereafter, upon the written request of the Bank the Trustee will pay to the United States of America one hundred percent (100%) of the amount required to be paid to the United States of America as of such payment date. Not later than 60 days following the retirement of all of the Series 2020 Bonds, upon the written request of the Bank the Trustee will pay to the United States of America one hundred percent (100%) the amount to be paid to the United States of America. Each payment to the United States of America will be accompanied by a statement of the Bank summarizing the determination of the amount of such payment, together with copies of any reports originally filed with the Internal Revenue Service with respect to the Series 2020 Bonds.

With respect to the Rebate Fund, the Bank may direct the Trustee to proceed other than as set forth in the Indenture and described above by delivering to the Trustee a new Arbitrage Rebate Agreement accompanied by an Opinion of Bond Counsel to the effect that compliance with such memorandum will not adversely affect the excludability from gross income for federal income tax purposes of the interest on the Series 2020 Bonds.

Amounts Remaining in Funds

Any amounts remaining in any Fund or Account after full payment of all of the Series 2020 Bonds outstanding under the Indenture, all required rebates to the United States of America and the fees, charges and expenses of the Trustee will be distributed to the City, except as required by the Indenture regarding payment to holders of nonpresented Series 2020 Bonds.

Investment of Funds

Any moneys held as part of any Fund or Account created under or pursuant to the Indenture including the Rebate Fund shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities as may be directed by the City (such direction to be confirmed in writing). All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited and, except as provided in the Indenture, all income and profits on such investments, other than from moneys on deposit in the Rebate Fund or any Account created thereunder, shall be deposited as received in the General Account of the General Fund for the Funds and Accounts for the Series 2020 Bonds. The Trustee may make any and all such investments through its bond department or through the bond department of any financial institution which is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. Moneys in separate Funds and Accounts for the Series 2020 Bonds may not be commingled for the purpose of investment or deposit. The Trustee and the Bank agree that all investments, and all instructions of the Bank to the Trustee with respect thereto shall be made in accordance with prudent investment standards reasonably expected to produce the greatest investment yields while seeking to preserve principal without causing any of the Series 2020 Bonds to be arbitrage bonds as defined in Section 148 of the Code. Any investment losses shall be charged to the Fund or Account in which moneys used to purchase such investment had been deposited. For so long as the Trustee is in compliance with the provisions of the Indenture, the Trustee shall not be liable for any investment losses. Moneys in any Fund or Account shall be invested in Investment Securities with a maturity date, or a redemption date determined by the owner of the Investment Securities at said owner's option, which shall coincide as nearly as practicable with times at which moneys in such Funds or Accounts will be required for the purposes thereof. The Trustee

shall sell and reduce to cash a sufficient amount of such Investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held in any Fund or Account, except for the Rebate Fund and any Accounts created thereunder, will be added to the General Account of the General Fund for the Funds and Accounts for the Series 2020 Bonds.

The Bank has certified in the Indenture to the owners of the Series 2020 Bonds from time to time Outstanding that moneys on deposit in any Fund or Account in connection with the Series 2020 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2020 Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Series 2020 Bonds to lose the exclusion from gross income for federal income tax purposes.

THE SERIES 2020 BONDS AS LEGAL INVESTMENTS

The Series 2020 Bonds shall be legal investments in which all public officers and public bodies of this State, its political subdivisions, all municipalities and municipal subdivisions, all insurance companies and associations, trust companies, savings banks and savings associations, investment companies and other persons carrying on a banking business, all administrators, guardians, executors, trustees and other fiduciaries, and all other persons whatsoever who are now or may hereafter be authorized to invest funds, including capital, in their control or belonging to them. The Series 2020 Bonds are also hereby made securities which may properly and legally be deposited with and received by all public officers and bodies of the State or any agency or political subdivisions of the state and all municipalities and public corporations for any purpose for which the deposit of bonds or other obligations of the State is now or may hereafter be authorized by law.

LITIGATION

There is not now pending or, to the Bank's knowledge, threatened any litigation restraining or enjoining the issuance, sale, execution or delivery of the Series 2020 Bonds or prohibiting the Bank from purchasing the City Bond with the proceeds of such Series 2020 Bonds or in any way contesting or affecting the validity of the Series 2020 Bonds, any proceedings of the Bank taken with respect to the sale or issuance thereof or the pledge or application of any moneys or security provided for the payment of the Series 2020 Bonds. Neither the creation, organization nor existence of the Bank nor the title of any of the present Directors nor other officers of the Bank to their respective offices is being contested.

There is not now pending or, to the knowledge of the City, threatened any litigation restraining or enjoining the sale, issuance, execution or delivery of the City Bond or prohibiting the City from selling the City Bond to the Bank or in any way contesting or affecting the validity of the City Bond, any proceedings of the City taken with respect to the sale or issuance thereof or the pledge or application of any moneys or security provided for the payment of the City Bond.

TAX TREATMENT OF ORIGINAL ISSUES DISCOUNT

The initial public offering prices each maturity of the Series 2020 Bonds maturing on February 1 of the years _____ through _____ (the "**Discount Bonds**") are being offered and sold to the public at an original issue discount ("**OID**") from the amounts payable at maturity thereon. OID is the excess of the stated redemption price at maturity (the principal amount) over the "issue price" of a Discount Bond. The issue price of a Discount Bond is the initial offering price to the public (other than to bond houses, brokers or similar Persons acting in the capacity of underwriters or wholesalers) at which a substantial amount of the Discount Bonds of the same maturity is sold pursuant to that offering. For federal income

tax purposes, OID accrues to the owner of a Discount Bond over the period to maturity based on the constant yield method, computed semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during ownership of a Discount Bond (a) is interest excludable from the owner's gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Series 2020 Bonds, and (b) is added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale or other disposition of that Discount Bond. A purchaser of a Discount Bond in the initial public offering at the price for that Discount Bond stated on the inside cover of this Official Statement who holds that Discount Bond to maturity will realize no gain or loss upon the retirement of that Discount Bond.

Owners of Discount Bonds should consult their own tax advisers as to the federal tax consequences and the treatment of bond discount for purposes of state and local taxes on income.

TAX TREATMENT OF ORIGINAL ISSUE PREMIUM

The initial public offering prices of each maturity of the Series 2020 Bonds maturing February 1 in the years 20____ through and including 20____ (collectively, the "**Premium Bonds**"), are more than the amounts payable at the maturity dates thereof as set forth on the inside front cover of this Official Statement. Under the Code, the difference between the principal amount of a Premium Bond and the cost basis of such Premium Bond to its owner (other than an owner who holds such a Premium Bond as inventory, stock in trade or for sale to customers in the ordinary course of business) is "bond premium." Bond premium is amortized over the term of such a Premium Bond for federal income tax purposes. The owner of a Premium Bond is required to decrease his basis in such Premium Bond by the amount of amortizable bond premium attributable to each taxable year he holds the Premium Bond. The amount of the amortizable bond premium attributable to each taxable year is determined on an actuarial basis at a constant interest rate compounded on each interest payment date. The amortizable bond premium attributable to a taxable year is not deductible for federal income tax purposes.

Owners of Premium Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of the treatment of bond premium upon sale, redemption or other disposition of Premium Bonds and with respect to state and local tax consequences of owning and disposing of Premium Bonds.

TAX MATTERS

In the opinion of Butler Snow LLP, Ridgeland, Mississippi, interest on the Series 2020 Bonds is excludable from gross income for federal income tax purposes, pursuant to Section 103 of the Code. The opinion of Bond Counsel is based on certain certifications, covenants and representations of the Bank and the City and is conditioned on continuing compliance therewith.

In the opinion of Bond Counsel, interest on the Series 2020 Bonds is exempt from all income taxation in the State of Mississippi under existing laws, regulations, rulings and judicial decisions. The opinion addresses only the exemption of interest on the Series 2020 Bonds under the income tax laws of the State of Mississippi and does not address the tax treatment of the Series 2020 Bonds in any other state or jurisdiction.

The Code imposes certain requirements which must be met subsequent to the issuance of the Series 2020 Bonds as a condition to the excludability from gross income of interest on the Series 2020 Bonds for federal tax purposes. Non-compliance with such requirements by the Bank or the City may cause interest on the Series 2020 Bonds to be included in gross income for federal income tax purposes.

retroactive to their date of issue irrespective of the date on which such noncompliance occurs. Should the Series 2020 Bonds bear interest that is not excludable from gross income for federal income tax purposes, the market value of the Series 2020 Bonds would be materially and adversely affected.

The Indenture and the City Bond Resolution include covenants that (a) the Bank and the City will not take or fail to take any action with respect to the Series 2020 Bonds if such action or omission would result in the loss of the excludability from gross income for federal income tax purposes of interest on the Series 2020 Bonds, under Section 103 of the Code, and neither the Bank nor the City will act in any manner which would adversely affect such exclusion; (b) the Bank and the City will not make any investment or do any other act or thing during the period that the Series 2020 Bonds are Outstanding which would cause the Series 2020 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code; and (c) if required by the Code, the City will rebate any necessary amounts to the United States of America. It is not an "event of default" under the Indenture if interest on the Series 2020 Bonds is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code.

The interest on the Series 2020 Bonds is not a specific preference item for purposes of federal alternative minimum taxes.

Although Bond Counsel has rendered an opinion that interest on the Series 2020 Bonds is excludable from federal gross income and that the Series 2020 Bonds are exempt from all State of Mississippi income tax, the accrual or receipt of interest on the Series 2020 Bonds may otherwise affect a bondholder's federal income tax, Mississippi or other state tax liability. The nature and extent of these other tax consequences will depend upon the bondholder's particular tax status and a bondholder's other items of income or deduction. Taxpayers who may be affected by such other tax consequences include, without limitation, financial institutions, certain insurance companies, S corporations, certain foreign corporations, individual recipients of Social Security or railroad retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry the Series 2020 Bonds. Bond Counsel expresses no opinion regarding any other such federal or state tax consequences. Prospective purchasers of the Series 2020 Bonds should consult their own tax advisors with regard to the other tax consequences of owning the Series 2020 Bonds.

Future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Series 2020 Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such future legislative proposals, clarification of the Code or court decisions may also affect the market price for, or marketability of, the Series 2020 Bonds. Prospective purchasers of the Series 2020 Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

LEGAL MATTERS

Certain legal matters incident to the authorization and issuance of the Series 2020 Bonds by the Bank are subject to the approval of Bond Counsel whose approving opinion will be delivered concurrently with the delivery of Series 2020 Bonds. Certain legal matters will be passed upon for the Bank by its counsel, Balch & Bingham LLP, Jackson, Mississippi and for the City by its counsel, Moran M. Pope, III, Esquire, Hattiesburg, Mississippi.

Butler Snow LLP, Ridgeland, Mississippi, is also serving as bond counsel for the City in connection with the issuance and sale of the City Bond.

The remedies available to the Trustee, to the Bank or to the owners of the Series 2020 Bonds upon an Event of Default under the Indenture or under the terms of the City Bond purchased by the Bank are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically the Bankruptcy Code, the remedies provided in the Indenture and under the City Bond may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2020 Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally (regardless of whether such enforceability is considered in a proceeding in equity or in law), by general principles of equity (regardless of whether such proceeding is considered in a proceeding in equity or at law) and by the valid exercise of the constitutional powers of the State and the United States of America.

RATING

Moody's Investors Service, Inc. has assigned its rating of "___" to the Series 2020 Bonds. Information on the rating may be obtained from the Executive Director of the Bank. Such rating reflects only the view of such organization, and an explanation of the significance of the rating may be obtained only from said rating agency. The rating may be changed, suspended or withdrawn as a result of changes in, or unavailability of, information. Any downward revision, suspension or withdrawal of such rating may have an adverse effect on the market price of the Series 2020 Bonds.

PENSION PLAN

The City has no pension plan or retirement plan for employees. City employees are members of and contribute to the Mississippi Public Employees' Retirement System (PERS), a cost-sharing, multiple employer retirement system administered by the State for the benefit of its local governments and State personnel. Benefit provisions are established by State statute and may be amended from time to time only by the State Legislature.

In June 2012, the Government Accounting Standards Board issued Statement No. 68, Accounting and Financial Reporting for Pensions ("**GASB-68**"). The objective of GASB-68 is to improve accounting and financial reporting of government pensions. Also, GASB-68 improves information provided by government employers about financial support for pensions that is provided by other entities. Requirements of GASB-68 are effective for financial statements whose fiscal year begins after June 15, 2014 (Fiscal Year 2015 for the City).

PERS members are required to contribute 9.00% of their annual covered salary, and the City is required to contribute at an actuarially determined rate. The rate at June 30, 2017 was 15.75% of annual covered payroll. On June 26, 2018, the PERS Board of Trustees voted to increase the employer contribution rate from 15.75 to 17.40 percent, effective July 1, 2019. The City contributions (employer share only) to PERS for the years ending September 30, 2019, 2018 and 2017 were \$____, \$3,719,626, and \$3,707,145, respectively, which equaled the required contributions for each year.

At September 30, 2019, the City reported a liability of \$_____ for its proportionate share of the net pension liability. See Note ___ in the City's 2019 Audited Financial Statements included in "APPENDIX B - Financial Information Concerning the City.

POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS

Effective with the fiscal year ended September 30, 2018 audit, the City will be required to apply GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pension* ("**GASB 75**"), to its audited financial statements. GASB 75 changes accounting and financial reporting for OPEB. Fund level statements, including the General Fund statements, will not be impacted by the GASB 75 reporting.

INDEPENDENT AUDITORS

The audited financial statements of the City for the year ended September 30, 2019 included in this Official Statement as APPENDIX B, have been audited by _____ PLLC, Certified Public Accountants, as stated in the report appearing therein (the "**audit report**").

The City has not and will not obtain a consent letter from its auditor for the inclusion of the audit report in this Official Statement. _____ PLLC, Certified Public Accountants, the City's independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. _____ PLLC, Certified Public Accountants also has not performed any procedures relating to this Official Statement.

CONTINUING DISCLOSURE

The City will execute a continuing disclosure agreement (the "**Disclosure Certificate**") at the time of the closing for the Bonds. The Disclosure Certificate will be executed for the benefit of the beneficial owners of the Bonds and the City has covenanted in the Bond Resolution to comply with its terms. The Disclosure Certificate will provide that so long as the Bonds remain outstanding, the City will provide the following information to the Municipal Securities Rulemaking Board, acting through its Electronic Municipal Market Access ("**EMMA**") system: (i) annually, certain financial information and operating data; and (ii) timely notice of the occurrence of certain listed events; all as specified in the Disclosure Certificate. The form of the Disclosure Certificate is attached hereto as APPENDIX F.

The City has previously entered into continuing disclosure undertakings with respect to bonds it has issued or for which it is the "obligated person" within the meaning of Securities and Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**"). Within the last five years, the City has failed to comply with certain terms of those undertakings. A summary of past filing failures, dated February 11, 2019, is available on EMMA at <https://emma.msrb.org/ER1195763-ER935831-ER1336858.pdf>.

With respect to certain issues, audited financial statements for fiscal years 2014 through 2019 were not available at the time of filing and therefore were not timely filed on EMMA as required by the prior undertakings, however, notices of failure to file the audited financial statements for fiscal years 2014 through 2019 were filed. In addition, without a determination of materiality, there have been instances in which the annual filings were filed one (1) to three (3) days late. Without a determination as to materiality, there may have been instances in which some of the tables included in the City's prior continuing disclosure undertakings were not included in every filing on EMMA. In addition, without a determination of materiality, there may have been instances in which a filing was not posted under all outstanding CUSIP's and/or may have been misfiled under the wrong CUSIP or under the wrong heading within the CUSIP. In addition, there have been instances when the City has not posted all rating changes with respect to bond insurance ratings and underlying ratings.

The City adopted policies and procedures on November 4, 2014 (the "**Policy**") to ensure timely filing of its Annual Report, together with any required Accompanying Information. The City has hired a dissemination agent to file the City's required Annual Report, together with any required Accompanying Information.

For a summary of the City's undertaking, see **APPENDIX F - FORM OF CONTINUING DISCLOSURE CERTIFICATE** attached hereto.

MUNICIPAL ADVISOR

The Bank has retained Government Consultants, Inc., Madison, Mississippi, as Municipal Advisor in connection with the sale and issuance of the Series 2020 Bonds. In such capacity the Municipal Advisor has provided recommendations and other financial guidance to the Bank with respect to the preparation of documents, the preparation for the sale of the Series 2020 Bonds and of the time of the sale, tax-exempt bond market conditions and other factors related to the sale of said Series 2020 Bonds. Although the Municipal Advisor performed an active role in the drafting of this Official Statement, it has not independently verified any of the information set forth herein.

VALIDATION

Prior to issuance, the Series 2020 Bonds will be validated before the Chancery Court of the First Judicial District of Hinds County, Mississippi, as provided by Sections 31-13-1 to 31-13-11, Mississippi Code of 1972, as amended. Prior to issuance, the City Bond will be validated before the Chancery Court of Forrest County, Mississippi, as provided by Sections 31-13-1 to 31-13-11, Mississippi Code of 1972, as amended.

MISCELLANEOUS

The Bank's offices are located at 735 Riverside Drive, Suite 300, Jackson, Mississippi 39202, telephone (601) 355-6232.

All quotations from, and summaries and explanations of, the Act, the Indenture and the City Bond Resolution contained in this Official Statement do not purport to be complete, and reference is made to each such document or instrument for full and complete statements of its provisions. The attached APPENDICES are an integral part of this Official Statement and must be read together with all of the foregoing statements. Copies in reasonable quantity of the Act, the Indenture, the City Bond Resolution and the supplemental materials furnished to the Bank by the City may be obtained upon written request to the Bank.

Neither any advertisement of the Series 2020 Bonds nor this Official Statement is to be construed as constituting an agreement with the purchasers of the Series 2020 Bonds. So far as any statements are made in this Official Statement involving matters of opinion, whether or not expressly so stated, they are intended merely as such and not as representations of fact.

This Official Statement has been duly approved, executed and delivered by the Bank. The Bank will provide copies of this Official Statement to be distributed to the purchasers of the Series 2020 Bonds.

MISSISSIPPI DEVELOPMENT BANK

By: /s/ E. F. Mitcham, Jr.
Executive Director

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APPENDIX A
INFORMATION ON THE CITY

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APPENDIX A
ECONOMIC AND DEMOGRAPHIC INFORMATION
CITY OF HATTIESBURG, MISSISSIPPI

General Description

The City of Hattiesburg, Mississippi (the "City"), the county seat of Forrest County, Mississippi (the "County"), is located in the southeast section of the County. The City, founded in 1882 by Captain William H. Hardy, pioneer lumberman and civil engineer, was incorporated in 1884 with a population of approximately 400. Originally called Twin Forks and later Gordonville, Captain Hardy gave the City its final name of Hattiesburg in honor of his wife Hattie. Known as the "Hub City," the City is located at the intersections of Interstate 59 and U.S. Highways 49, 98 and 11 and is centrally located less than 100 miles from the State of Mississippi (the "State") capital of Jackson, the Mississippi Gulf Coast, New Orleans, Louisiana and Mobile, Alabama.

Population

The population of the City has been recorded as follows:

1990	2000	2010	2019 Estimate*
45,232	44,779	45,989	45,863

SOURCE: Census Data at website: www.census.gov; *Population Estimates July 1, 2019; July 2020.

Government

The City operates under a Mayor-Council form of government. The City Council consists of five members, each elected by respective voting precincts or wards. The Mayor is full-time and is elected at large. The current Mayor and City Council members, elected for concurrent four-year terms, are as follows:

Name	Position	Position Held Since
Toby Barker	Mayor	July, 2017
Jeffrey George	Council Member	July, 2017
Deborah Denard Delgado	Council Member	July, 2001
Carter Carroll	Council Member	October, 2000
Mary Dryden	Council Member	July, 2013
Nicholas Brown	Council Member	July, 2017

Transportation

The Illinois Central Gulf Railroad, Norfolk-Southern Railway, Amtrak and Mid-South Rail Corporation provide rail service to the City. Fifteen motor freight carriers, twelve of which have terminal facilities in the City, are authorized to serve the City. The nearest commercial airport is the Pine Belt Regional Airport, twelve miles distant, served by three commercial airlines. Hattiesburg Airport is located five miles from the City.

The Port of Gulfport (the "Port"), located seventy-three miles from the City, is North America's second largest handler of tropical fruit, the largest poultry exporter to Russia, and offers containerized refrigeration. The Port is a shipping channel with a depth of 36 feet and 5,800 feet of commercial berthing space and is maintained by the United States Corps of Engineers.

Per Capita Income

Year	County	Mississippi	United States	County as % of U.S.
2018	\$38,880	\$37,834	\$54,446	71%
2017	38,141	36,636	51,640	74%
2016	37,056	35,812	49,831	74%
2015	36,429	35,137	48,940	74%
2014	35,823	34,633	47,025	76%

SOURCE: Bureau of Economic Analysis, *Regional Economic Accounts – Per Capita Personal Income*, (data last updated November 14, 2019). July 2020.

Retail Sales

State Fiscal Year Ended June 30	Amount
2019	\$1,953,302,890
2018	1,982,807,931
2017	1,871,287,163
2016	1,853,681,868
2015	1,851,766,362

SOURCE: Annual Reports for each year indicated, Mississippi Department of Revenue's website: www.dor.ms.gov; Information available as of July 2020.

Major Employers

The following is a partial listing of major employers in the City, their products or services and their approximate number of employees:

Employer	Employees	Product/Service
Forrest General Hospital	3,151	Hospital
University of Southern Mississippi	2,300	Education
Hattiesburg Clinic	2,218	Medical clinic
Camp Shelby	1,600	Military base
Lamar County School District	1,300	Education
Merit Health-Wesley Medical Center	1,222	Hospital
General Dynamics Information Technology	1,000	Information technology firm
Mar-Jac Poultry	861	Poultry processor
Hattiesburg Public School District	800	Education
City of Hattiesburg	717	Government
Channel Control Merchants, Inc.	688	Retail inventory management
Cooperative Energy	400	Electric Utility Company
William Carey University	370	Education
Regions Bank	329	Banking & Finance

SOURCE: Area Development Partnership website www.theadp.com. "Top Employers" in the Membership Directory and Business Guide 2018-19. Information available as of February 2020.

Unemployment Statistics of the County

Year	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Annual Average
2015	6.8	6.3	5.9	5.8	6.6	7.3	7.0	6.2	6.0	5.8	5.6	6.0	6.3
2016	6.1	5.7	5.5	5.3	6.0	6.9	6.4	5.8	5.6	5.3	5.0	5.2	5.7
2017	5.4	4.9	4.8	4.5	5.1	6.1	5.7	4.9	4.5	4.1	4.1	4.1	4.9
2018	4.7	4.6	4.4	4.2	4.5	5.5	5.2	4.5	4.1	4.1	4.0	4.3	4.5
2019	5.1	4.8	4.8	4.6	5.2	6.2	6.2	5.5	5.0	4.7	4.6	4.6	5.1
2020	4.8	4.6	4.4	12.6									

SOURCE: Mississippi Department of Employment Security: Labor Market Data at website: www.mdes.ms.gov; July 2020.

Employment Statistics of the County

	2014	2015	2016	2017	2018
RESIDENCE BASED EMPLOYMENT					
I. Civilian Labor Force	32,340	32,880	33,430	33,700	33,770
II. Unemployed	2,390	2,060	1,910	1,630	1,500
Rate	7.4	6.3	5.7	4.8	4.4
III. Employed	29,950	30,820	31,520	32,070	32,270
ESTABLISHMENT BASED EMPLOYMENT					
I. Manufacturing	3,250	3,240	3,420	3,570	3,620
II. Non-manufacturing	36,770	37,520	38,030	38,760	39,130
A. Agriculture, Forestry, Fishing & Hunting	80	70	70	60	60
B. Mining	130	110	40	50	30
C. Utilities	450	490	500	470	480
D. Construction	1,500	1,530	1,570	1,570	1,460
E. Wholesale Trade	1,330	1,530	1,510	1,450	1,370
F. Retail Trade	4,050	4,100	4,010	3,900	3,860
G. Transportation & Warehousing	1,530	1,690	1,880	1,980	2,130
H. Information	390	400	380	310	290
I. Finance & Insurance	1,160	1,110	1,080	1,130	1,100
J. Real Estate, Rental & Leasing	460	460	550	530	520
K. Prof., Scientific & Technical Service	820	790	810	780	790
L. Management of Companies & Entertainment	520	470	770	820	920
M. Administrative Support & Waste Management	2,570	2,890	2,870	3,360	3,140
N. Educational Services	580	610	640	670	660
O. Health Care & Social Assistance	5,310	5,480	5,320	5,480	5,670
P. Arts, Entertainment & Recreation	340	360	360	330	370
Q. Accommodation & Food Service	3,580	3,550	3,670	3,780	4,140
R. Other Services (except Public Administration)	710	690	660	650	690
S. Government	11,260	11,190	11,340	11,440	11,450
Education	4,860	4,810	4,710	4,630	4,590
III. Total Nonagricultural Employment	40,020	40,760	41,450	42,330	42,750

SOURCE: Mississippi Department of Employment Security ("MDES"): Annual Averages: Labor Force and Establishment Based Employment 2011 Forward, Labor Market Information Department at website: www.mdes.ms.gov; Information last revised by MDES on May 8, 2019 (available as of February 2020).

Banking Institutions

Institutions	Total Assets
Wells Fargo Bank, National Association ¹	\$1,712,919,000,000
Regions Bank ²	125,641,000,000
Hancock Whitney Bank ³	30,597,146,000
BancorpSouth Bank ⁴	21,061,188,000
Trustmark National Bank ⁵	13,495,944,000
Community Bank of Mississippi ⁶	3,259,650,000
The First, A National Banking Association ⁷	3,934,554,000
The Citizens National Bank of Meridian ⁸	1,421,227,000
The Citizens Bank ⁹	1,195,261,000
PriorityOne Bank ¹⁰	696,736,000
Citizens Bank ¹¹	421,145,000
Magnolia State Bank ¹²	339,343,000
Great Southern Bank ¹³	294,044,000
First Southern Bank ¹⁴	195,772,000
Grand Bank for Savings, A Federal Savings Bank ¹⁵	84,543,000

SOURCE: Obtained from FDIC at www.fdic.gov; all assets stated as of December 31, 2019 (information available as of May 2020).

¹ Headquarters located in Sioux Falls, South Dakota.

² Headquarters located in Birmingham, Alabama.

³ Headquarters located in Gulfport, Mississippi.

⁴ Headquarters located in Tupelo, Mississippi.

⁵ Headquarters located in Jackson, Mississippi.

⁶ Headquarters located in Forrest, Mississippi.

⁷ Headquarters located in Hattiesburg, Mississippi.

⁸ Headquarters located in Meridian, Mississippi.

⁹ Headquarters located in Philadelphia, Mississippi.

¹⁰ Headquarters located in Magee, Mississippi.

¹¹ Headquarters located in Columbia, Mississippi.

¹² Headquarters located Bay Springs, Mississippi.

¹³ Headquarters located in Meridian, Mississippi.

¹⁴ Headquarters located in Columbia, Mississippi.

¹⁵ Headquarters located in Hattiesburg, Mississippi.

Educational Facilities

The Hattiesburg Public School District (the "District") serves the entire City. The District currently operates nine (9) schools and employs approximately 800 people.

Enrollment figures for the District for the current scholastic year and the four preceding years are as follows:

Scholastic Year	Enrollment¹⁶
2019-2020	3,852
2018-2019	3,953
2017-2018	4,098
2016-2017	4,289
2015-2016	4,452

SOURCE: Hattiesburg Public School District and Mississippi Assessment and Accountability Reporting System, Office of Research and Statistics, Mississippi, Department of Education; Information available as of February 2020.

¹⁶ Enrollment numbers depicted as of the spring semester of each ending school year.

TAX INFORMATION

Assessed Valuation¹⁷

Fiscal Year	Real Property	Personal Property¹⁸	Public Utility Property	Total¹⁹
2019	\$334,837,350	\$129,670,013	\$24,577,429	\$489,084,792
2018	319,787,184	137,596,668	23,979,705	481,363,557
2017	317,415,350	129,533,967	24,019,463	470,968,780
2016	306,167,363	124,628,276	23,852,267	454,647,906
2015	297,660,699	121,146,051	25,246,731	444,053,481

SOURCE: Office of City Chief Financial Officer; July 2020.

Assessed valuations are based upon the following assessment ratios:

- (a) Real and personal property (excluding single-family, owner-occupied residential real property and motor vehicles, respectively), fifteen percent (15%) of true value;
- (b) Single-family, owner-occupied residential real property, ten percent (10%) of true value;
- (c) Motor vehicles and public utility property, thirty percent (30%) of true value.

The 1986 Session of the Mississippi Legislature adopted House Concurrent Resolution No. 41 (the "Resolution"), pursuant to which there was proposed an amendment to the Mississippi Constitution of 1890 (the "Amendment"). The Amendment provided, *inter alia*, that the assessment ratio of any one class of property shall not be more than three times the assessment ratio on any other class of property.

The Amendment set forth five classes of property and the assessment ratios which would be applicable thereto upon the adoption of the Amendment. The assessment ratios set forth in the Amendment are identical to those established by Section 27-35-4, Mississippi Code of 1972, as it existed prior to the Amendment, except that the assessment ratio for single-family, owner-occupied residential real property under the Amendment is set at ten percent (10%) of true value as opposed to fifteen percent (15%) of true value under previously existing law.

The assessed valuation figures above do include property exempt from all City ad valorem tax for a period of up to ten years, primarily for new or expanded manufacturing facilities. Set forth below is a schedule of the assessed valuation of such exempt property which will become subject to City ad valorem tax in the next ten years:

¹⁷ The total assessed valuation is approved in September proceeding the fiscal year of the City and represents the value of real property, personal property and public utility property for the year indicated on which taxes are assessed for the following fiscal year's budget. For example, the taxes for the assessed valuation figures for 2018 will be collected starting in January 2020 for the 2019-2020 fiscal year budget of the City.

¹⁸ Personal property includes the assessed valuation for mobile homes and automobiles.

¹⁹ Total assessed values include exempt properties.

Exempt Property	Current Assessed Valuation	Date Exemption Ends
BP Rex Closures LLC	194,350	12/31/2021
BP Rex Closures LLC	1,162,135	12/31/2020
BP Rex Closures LLC	497,233	12/31/2021
Hattiesburg Paper Company	6,789	12/31/2020
Hattiesburg Paper Company	65,165	12/31/2021
Kohler Co	19,304	12/31/2020
Kohler Co	267,091	12/31/2020
Kohler Co	54,347	12/31/2020
Kohler Co	190,868	12/31/2022
Kohler Co	36,883	12/31/2023
MS Tank & Manufacturing Co	41,000	12/31/2021
Mississippi Tank Company	17,681	12/31/2020
Mississippi Tank Company	62,375	12/31/2021
Resinall Mississippi Inc	14,670	12/31/2020
Resinall Mississippi Inc	31,669	12/31/2021
Safe Guard Building Systems	4,980	12/31/2020
Safe Guard Building Systems	8,698	12/31/2020
Western Container Corp	65,187	12/31/2020
Western Container Corp	156,936	12/31/2021
Western Container Corp	249,842	12/31/2021
Wis-Pak of Hattiesburg LLC	5,352,948	12/31/2020
Zeon Chemicals	13,086	12/31/2021
Zeon Chemicals	67,375	12/31/2022
Total:	\$8,580,612	

SOURCE: Office the City Clerk; July 2020.

Procedure for Property Assessments

The Tax Assessor of Forrest County assesses all real and personal property subject to taxation in the County, including property in the City, except motor vehicles and property owned by public service corporations, both of which are required by law to be assessed by the Mississippi Department of Revenue.

Section 21-33-9, Mississippi Code of 1972, as amended, provides that the governing authorities of a municipality which is located within a county having completed a county-wide reappraisal approved by the Mississippi Department of Revenue and which has been furnished a true copy of that part of the County assessment roll containing the property located within a municipality as provided in Section 27-35-167, Mississippi Code of 1972, as amended, shall adopt such assessment rolls for its assessment purposes. The City is utilizing the assessment rolls of the County.

The City may not correct or revise such assessment rolls except for the purpose of conforming the municipal assessment roll to corrections or revisions made to the County assessment roll. All objections to the municipal assessment roll may be heard by the Board of Supervisors of the County at the time and in the manner that objections to the County assessment roll are heard. The Board of Supervisors shall notify, in writing, the Governing Body and the Tax Assessor of the City of any corrections or revisions made by it to the part of the County assessment roll adopted as the municipal assessment roll.

Tax Levy per \$1,000 Valuation²⁰

GENERAL PURPOSES	Year in Which Taxes Levied				
	2019-20	2018-19	2017-18	2016-17	2015-16
General Fund	41.83	41.60	39.80	36.10	32.10
Parks & Recreation Fund	2.00	2.00	2.00	2.00	2.00
Bond & Interest Fund	4.00	4.00	5.80	6.50	7.50
Police & Fireman Pension Fund	2.85	3.08	3.33	3.11	2.97
Mass Transit	.50	.50	.50	.50	.50
Library	1.95	1.95	1.95	1.95	1.95
Sub-total:	53.13	53.13	53.38	50.16	49.52
SCHOOL DISTRICT:					
District Maintenance	56.60	56.60	55.00	57.69	57.45
Bond & Interest Fund	4.75	4.61	6.95	7.21	6.52
School Shortfall Note	.00	.14	.15	.16	.92
School Notes & Certificates of Indebtedness	2.19	2.19	.00	.00	.00
Costs of Collection	.56	.56	.00	.00	.00
Sub-total:	64.10	64.10	62.10	65.06	64.89
TOTAL LEVY:	117.23	117.23	115.48	115.22	114.41

SOURCE: Office the Chief Financial Officer; July 2019.

²⁰ Tax levy figures are given in mills.

Ad Valorem Tax Collections²¹

Fiscal Year Ended September 30	Amount Budgeted	Amount Collected	Difference Over/(Under)
2019	\$21,192,600	\$21,471,300	\$278,700
2018	21,901,304	21,834,493	(66,811)
2017	20,052,690	20,205,618	152,928
2016	14,278,000	14,914,509	636,509
2015	12,669,250	12,778,236	108,986

SOURCE: Office of the Chief Financial Officer; July 2020.

Procedure for Tax Collections

The Governing Body is required to levy a special tax upon all of the taxable property within the geographical limits of the City each year sufficient to provide for the payment of the principal of and interest on the City's general obligation bonds. If any taxpayer neglects or refuses to pay his taxes on the due date thereof, the unpaid taxes bear interest at the rate of one percent (1%) per month or fractional part thereof from the delinquent date to the date of payment of such taxes. When enforcement officers take action to collect delinquent taxes, other fees, penalties and costs may accrue. Both real property and personal property are subject to public tax sale.

Section 21-33-63, Mississippi Code of 1972, as may be amended from time to time, and related statutes provide that after the fifteenth day of February and after the fifteenth day of August in each year, the tax collector for each municipality shall advertise all lands in such municipality on which all the taxes due and in arrears have not been paid, as well as all land liable for sale on the first Monday of April or the third Monday of September following, as the case may be.

Reappraisal of Property and Limitation on Ad Valorem Levies

Senate Bill No. 2672, General Laws of Mississippi, Regular Session 1980, codified in part as Sections 27-35-49 and 27-35-50, Mississippi Code of 1972 (the "Reappraisal Act"), provides that all real and personal property in the State shall be appraised at true value and assessed in proportion to true value. To insure that property taxes do not increase dramatically as the counties complete reappraisals, the Reappraisal Act provides for the limit on increase in tax revenues discussed below.

The statute limits ad valorem tax levies by the City subsequent to October 1, 1980, to a rate which will result in an increase in total receipts of not greater than ten percent (10%) over the previous year's receipts, excluding revenue from ad valorem taxes on any newly constructed properties, any existing properties added to the tax rolls or any properties previously exempt which were not assessed in the next preceding year. This limitation does not apply to levies for the payment of the principal of and the interest on general obligation bonds issued by the City or to certain other specified levies. The limitation

²¹ The figures shown for the Ad Valorem Tax Collections chart is based upon the following budgeted funds of the City: General Fund, Parks & Recreation Fund, Bond & Interest Fund and Mass Transit Fund.

may be increased only if the proposed increase is approved by a majority of those voting in an election held on such question.

On August 20, 1980, the Mississippi Supreme Court rendered its decision in State Tax Commission v. Fondren, 387 So.2d 712, affirming the decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, wherein the Mississippi Department of Revenue (formerly the State Tax Commission) was enjoined from accepting and approving assessment rolls from any county in the State for the tax year 1983 unless the Mississippi Department of Revenue equalized the assessment rolls of all of the counties. Due to the intervening passage of the Reappraisal Act, the Supreme Court reversed that part of the lower court's decree ordering the assessment of property at true value (although it must still be appraised at true value), holding instead that assessed value may be expressed as a percentage of true value. Pursuant to the Supreme Court modification of the Chancellor's decree, on November 15, 1980, the Mississippi Department of Revenue filed a master plan to assist counties in determining true value. On February 7, 1983, the Chancery Court granted an extension until July 1, 1984, of its previous deadline past which the Mississippi Department of Revenue could not accept and approve tax rolls from counties which had not yet reappraised. The City has completed reappraisal.

Homestead Exemption

The Mississippi Homestead Exemption Law of 1946 reduces the local tax burden on homes qualifying by law and substitutes revenues from other sources of taxation on the State level as a reimbursement to the local taxing units for such tax loss. Provisions of the homestead exemption law determine qualification, define ownership and limit the amount of property that may come within the exemption. The exemption is not applicable to taxes levied for the payment of the Bonds, except as hereinafter noted.

Those homeowners who qualify for the homestead exemption and who have reached the age of sixty-five (65) years on or before January 1 of the year for which the exemption is claimed, service-connected, totally disabled American veterans who were honorably discharged from military service and those qualified as disabled under the federal Social Security Act are exempt from any and all ad valorem taxes on qualifying homesteads not in excess of \$7,500 of assessed value thereof.

The tax loss resulting to local taxing units from properly qualified homestead exemptions is reimbursed by the Mississippi Department of Revenue. Beginning with the 1984 supplemental ad valorem tax roll and for each roll thereafter, no taxing unit shall be reimbursed an amount in excess of one hundred six percent (106%) of the total net reimbursement made to such taxing unit in the next preceding year.

Ten Largest Taxpayers

Ten of the largest taxpayers in the City for fiscal year ending 2019 are as follows:

Taxpayer	Assessed Valuation	Taxes Collected
Mississippi Power	\$14,035,393	\$745,700.43
Merit Health-Wesley	7,270,644	386,289.31
Hattiesburg Clinic	7,154,782	380,133.53
Walmart	5,607,585	297,930.92
Western Container	8,293,359	264,084.26
Turtle Creek Limited Partnership	3,989,315	211,952.31
Mark Apartments	3,907,666	208,614.29
Bellsouth	3,707,783	196,994.51
Kohler	6,548,514	191,312.01
Whispering Pines	3,301,621	175,415.12
Totals:	\$63,816,662	\$3,058,426.69

SOURCE: Office of the City Clerk; July 2020.

DEBT INFORMATION

Legal Debt Limit Statement

(As of July 1, 2020)

	15% Limit	20% Limit
Authorized Debt Limit (Last Completed Assessment for Taxation - \$489,084,792)	\$73,362,718	\$97,816,958
Present Debt Subject to Debt Limits	43,805,000	43,805,000
Margin for Further Debt Under Debt Limits	\$29,557,718	\$54,011,958
Less this Bond Issue	15,150,000	15,150,000
Margin for Further Debt Under Debt Limits	\$14,407,718	\$38,861,958

Statutory Debt Limits

The City is subject to a general statutory debt limitation under which no municipality in the State may incur general obligation bonded indebtedness in an amount which will exceed fifteen percent (15%) of the assessed value of the taxable property within such municipality according to the last completed assessment for taxation.

In computing general obligation bonded indebtedness for purposes of such fifteen percent (15%) limitation, there may be deducted all bonds or other evidences of indebtedness issued for school, water and sewerage systems, gas and light and power purposes and for the construction of special improvements primarily chargeable to the property benefited, or for the purpose of paying a municipality's proportion of any betterment program, a portion of which is primarily chargeable to the property benefited. However, in no case may a municipality contract any indebtedness payable in whole or in part from proceeds of ad valorem taxes which, when added to all of its outstanding general obligation indebtedness, both bonded and floating, exceeds twenty percent (20%) of the assessed value of the taxable property within such municipality.

In arriving at the limitations set forth above, bonds issued for school purposes, bonds payable exclusively from the revenues of any municipally-owned utility, general obligation industrial bonds issued under the provisions of Sections 57-1-1 to 57-1-51, Mississippi Code of 1972, as amended, and special assessment improvement bonds issued under the provisions of Sections 21-41-1 to 21-41-53, Mississippi Code of 1972, as amended, are not included. Also excluded from both limitations are contract obligations subject to annual appropriations.

Outstanding General Obligation Bonded Debt

(As of July 1, 2020)

Issue	Date of Issue	Outstanding Principal*
General Obligation Water & Sewer Bonds	10/01/10	2,360,000
General Obligation Pool Loan Refunding Bonds	11/03/15	1,810,000
General Obligation Water & Sewer Refunding Bonds	11/24/15	2,275,000
General Obligation Refunding Bonds	8/18/16	2,916,000
General Obligation Bonds	3/07/19	29,850,000
General Obligation Note	12/03/19	4,100,000
Taxable Negotiable Note	6/02/2020	494,000
Total		\$43,805,000

SOURCE: Office of the Chief Financial Officer; July 2020.

Outstanding Revenue Bonded Debt

(As of July 1, 2020)

Issue	Date of Issue	Principal Outstanding
Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) ²²	03/29/12	\$8,440,000
Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) ²³	12/19/13	27,450,000
Total		\$35,890,000

SOURCE: Office of the Chief Financial Officer; July 2020.

Revenue bonds are payable as to principal and interest solely out of and secured by a pledge of the revenue to be derived from the operations of the facilities financed with the proceeds of such bonds and any other sum which may be received from or in connection with such facilities. Such bonds and the interest thereon are limited obligations of the City and shall never constitute nor give rise to any pecuniary liability of the City or a charge against its general credit or taxing powers.

²² Loan from the Mississippi Development Bank secured by a promissory note under a loan agreement between the Mississippi Development Bank and the City payable from (i) any legally available revenues of the City, and (ii) certain tax monies as described in the Loan Agreement. The promissory note and loan agreement secure the Mississippi Development Bank \$12,500,000 Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated March 29, 2012.

²³ Loan from the Mississippi Development Bank secured by a promissory note under a loan agreement between the Mississippi Development Bank and the City payable from (i) any legally available revenues of the City, and (ii) certain tax monies as described in the Loan Agreement. The promissory note and loan agreement secure the Mississippi Development Bank \$28,000,000 Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated December 19, 2013.

Other Outstanding Long-Term Debt

(As of July 1, 2020)

Issue	Date of Issue	Outstanding Principal
Tax Increment Limited Obligation Bonds (Chauvet Square Project) ²⁴	8/01/2003	\$335,000
Tax Increment Limited Obligation Bonds (Chauvet Square Project Phase II)	5/01/2007	875,000
Tax Increment Limited Obligation Bonds (Market at Turtle Creek Project)	8/24/2007	765,000
Tax Increment Limited Obligation Bonds (Lincoln Center)	4/23/2008	150,000
Tax Increment Limited Obligation Bonds (Turtle Creek Crossing Project)	6/20/2011	130,000
Taxable Tax Increment Limited Obligation Bonds (Turtle Creek Commons Project)	12/29/2011	85,000
Tax Increment Limited Obligation Bonds (Southern Pointe Phase II)	4/10/2014	1,770,000
Taxable Tax Increment Limited Obligation Bonds, Series 2015 (Hattiesburg Clinic Midtown District Project)	12/01/2015	667,000
Certificates of Participation (Hattiesburg MS Lease Purchase Project) Series 2015	12/29/2015	4,750,000
Taxable Tax Increment Limited Obligation Bonds (The Ridge at Turtle Creek Project) Series 2015 A	12/30/2015	983,000
Taxable Tax Increment Limited Obligation Bonds (Midtown Market Project) Series 2015 B	12/30/2015	169,000
Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project)	8/10/2016	2,550,000
Taxable Special Obligation Bonds, Series 2016	8/18/2016	18,275,000
Taxable Tax Increment Limited Obligation Bonds, Series 2019 (Cross Creek Multifamily Project)	2/01/2019	680,000
Taxable Tax Increment Limited Obligation Bonds, Series 2019 (Elam Arms Project)	11/26/2019	3,215,000
Taxable Tax Increment Limited Obligation Bonds, Series 2020 (Hardy South, LLC/Planet Fitness Project)	4/01/2020	758,718
Total		\$36,157,718

SOURCE: Office of the Chief Financial Officer; July 2020.

²⁴ These bonds are payable as to principal and interest solely from the avails of a tax increment resulting from the taxation by the City of the “captured assessed value” of the project, and the property on which it is located, for which the improvements financed with the proceeds from these bonds benefited.

Annual Debt Service Requirements

FY Ending September 30	General Obligation Bonds		
	Principal	Interest	Total
2020	\$3,136,000.00	\$1,645,698.52	\$4,781,698.52
2021	3,215,000.00	1,581,475.02	4,796,475.02
2022	1,655,000.00	1,510,705.02	3,165,705.02
2023	840,000.00	1,473,917.52	2,313,917.52
2024	1,180,000.00	1,438,040.02	2,618,040.02
2025	840,000.00	1,395,637.52	2,235,637.52
2026	875,000.00	1,357,015.02	2,232,015.02
2027	920,000.00	1,316,440.02	2,236,440.02
2028	965,000.00	1,273,700.02	2,238,700.02
2029	1,020,000.00	1,228,556.89	2,248,556.89
2030	1,070,000.00	1,180,898.76	2,250,898.76
2031	1,120,000.00	1,130,762.51	2,250,762.51
2032	890,000.00	1,091,731.26	1,981,731.26
2033	925,000.00	1,055,256.26	1,980,256.26
2034	975,000.00	1,007,756.26	1,982,756.26
2035	1,025,000.00	957,756.26	1,982,756.26
2036	1,080,000.00	905,131.26	1,985,131.26
2037	1,135,000.00	849,756.26	1,984,756.26
2038	1,180,000.00	799,993.76	1,979,993.76
2039	1,225,000.00	756,403.13	1,981,403.13
2040	1,275,000.00	708,700.00	1,983,700.00
2041	1,325,000.00	656,700.00	1,981,700.00
2042	1,380,000.00	602,600.00	1,982,600.00
2043	1,435,000.00	546,300.00	1,981,300.00
2044	1,495,000.00	487,700.00	1,982,700.00
2045	1,565,000.00	416,718.75	1,981,718.75
2046	1,650,000.00	332,325.00	1,982,325.00
2047	1,740,000.00	243,337.50	1,983,337.50
2048	1,835,000.00	149,493.75	1,984,493.75
2049	1,930,000.00	50,662.50	1,980,662.50
Total	\$40,901,000.00	\$28,151,168.79	\$69,052,168.79

General Obligation Bonded Debt

Issue	Fiscal Year Ended September 30				
	2019	2018	2017	2016	2015
General Obligation Refunding Bonds (12/3/07)	-0-	-0-	\$710,000	\$1,395,000	\$2,055,000
General Obligation Water & Sewer Bonds (03/04/09)	-0-	-0-	-0-	-0-	5,075,000
General Obligation Refunding Bonds (05/14/09)	-0-	-0-	-0-	-0-	955,000
General Obligation Pool Loan Refunding Bonds (12/21/09)	-0-	-0-	-0-	-0-	805,000
Taxable General Obligation Refunding Bonds (7/15/10)	-0-	-0-	1,915,000	2,015,000	2,110,000
General Obligation Water & Sewer Bonds (10/01/10)	2,525,000	2,680,000	2,830,000	2,975,000	3,110,000
General Obligation Pool Loan Refunding Bonds (11/03/15)	2,745,000	3,655,000	4,540,000	5,400,000	-0-
General Obligation Water & Sewer Refunding Bonds (11/24/15)	2,865,000	3,435,000	3,990,000	4,525,000	-0-
General Obligation Refunding Bonds (8/18/16)	2,916,000	4,340,000	5,741,000	7,125,000	-0-
General Obligation Bonds (3/7/19)	29,850,000	-0-	-0-	-0-	-0-
Totals:	\$40,901,000	\$14,110,000	\$19,726,000	\$23,435,000	\$14,110,000

Debt Ratios

FY Ended September 30	General Obligation Debt	General Obligation Debt to Assessed Value
2019	\$40,901,000	8.36%
2018	14,110,000	2.93
2017	19,726,000	4.18
2016	23,435,000	5.15
2015	14,110,000	3.31

Overlapping General Obligation Indebtedness

County	2018 Population Estimate	Current Assessed Valuation	General Obligation Bonded Debt	General Obligation Bonded Debt Per Capita
Forrest County ²⁵	75,036	\$684,057,857	\$15,325,000	\$204.24

School District	Current Assessed Valuation²⁶	Total General Obligation Bonded Debt²⁷
Hattiesburg Public School District	\$339,629,941	\$22,190,000

²⁵ Source: Office of the County Administrator, February 2020.

²⁶ Source: Office of the City Clerk, February 2020.

²⁷ Source: FY 2019 Audited Financial Statements of the School District.

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APPENDIX B
FINANCIAL INFORMATION FOR THE CITY

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FINANCIAL STATEMENT FOR FISCAL YEAR
ENDED SEPTEMBER 30, 2019

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ADOPTED BUDGET FOR FISCAL YEAR 2020

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APPENDIX C

FORM OF THE CITY BOND RESOLUTION AND THE CITY BOND

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(TO BE INSERTED)

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APPENDIX D

FORM OF BOND COUNSEL OPINION

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FORM OF BOND COUNSEL OPINION

Upon the delivery of the Series 2020 Bonds Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel, proposes deliver an opinion in substantially the following form:

Mississippi Development Bank
Jackson, Mississippi

Re: \$15,150,000 Mississippi Development Bank Special Obligation Bonds, Series 2020 (Hattiesburg, Mississippi General Obligation Bond Project), dated the date of delivery thereof (the "**Series 2020 Bonds**")

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance by the Mississippi Development Bank (the "**Issuer**") of the above described Series 2020 Bonds, pursuant to an Indenture of Trust (the "**Indenture**"), dated as of ____, 2020, by and between the Issuer and Hancock Whitney Bank, Jackson, Mississippi, as Trustee (the "**Trustee**"). The Series 2020 Bonds are being issued by the Issuer for the principal purpose of providing funds to finance the purchase of the \$15,150,000 General Obligation Bond, Series 2020 (the "**City Bond**") being issued by the City of Hattiesburg, Mississippi (the "**City**") to finance certain public improvements within the City. We have examined the law and a certified transcript of proceedings of the Issuer relative to the authorization, issuance and sale of the Series 2020 Bonds and such other papers as we deem necessary to render the legal opinions contained herein, including (a) the tax covenants and representations of the Issuer made in the Indenture and in the Tax Regulatory Agreement and Arbitrage Certificate, dated ____, 2020 (the "**Arbitrage Certificate**") by the Issuer and the City, and (b) the tax covenants and representations of the City made in a resolution (the "**City Bond Resolution**") adopted by the Mayor and City Council of the City on July 7, 2020, and in the Arbitrage Certificate. Together the covenants and representations made in the Indenture, the City Bond Resolution and the Arbitrage Certificate are referred to herein as the "Tax Representations and Covenants".

Capitalized terms not defined herein shall have the definitions as set forth in the Indenture and the City Bond Resolution.

Regarding questions of fact material to our opinions, we have relied upon the certified transcript of proceedings of the Issuer and the City and other certificates of public officials, including the Tax Representations and Covenants, and have not undertaken to verify any facts by independent investigation.

Based upon our examination, and subject to the assumptions, statements of reliance, and the qualifications herein, we are of the opinion, on the date hereof, as follows:

1. Assuming the due authentication thereof by the Trustee, the Series 2020 Bonds are legal, valid and binding limited obligations of the Issuer enforceable in accordance with the terms thereof. The Series 2020 Bonds are payable from and secured only by the certain payments and funds to be received by the Issuer and the Trustee and pledged to the Series 2020 Bonds under the Indenture.

2. The Indenture is a valid and binding agreement of the Issuer enforceable in accordance with its terms. The Indenture creates the valid pledge which it purports to create in the Funds and Accounts under the Indenture and the City Bond, including the investments thereof (excepting therefrom the Rebate Fund), subject to the application thereof to the purposes and on the conditions permitted by the Indenture.

3. Under and pursuant to the Act, the Series 2020 Bonds and interest thereon are exempt from all income taxes imposed by the State of Mississippi (the "State").

4. Under existing statutes, regulations, rulings and court decisions, subject to the assumption stated below, interest on the Series 2020 Bonds is excludable from gross income for federal income tax purposes, and interest on the Series 2020 Bonds is excludable from federal alternative tax minimum taxable income as defined in Section 55(b)(2) of the Internal Revenue Code of 1986, as amended (the "Code"). We express no opinion regarding other federal tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of the Series 2020 Bonds. In rendering the opinion contained in this paragraph 4, we have assumed continuing compliance with the requirements of the Code that must be met by the Issuer and the City after the issuance of the Series 2020 Bonds, including the Tax Representations and Covenants, in order that interest on the Series 2020 Bonds not be included in gross income for federal income tax purposes. The failure to meet such requirements may cause interest on the Series 2020 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2020 Bonds. The Issuer and the City have covenanted in the Tax Representatives and Covenants to comply with or to require compliance with the requirements of the Code in order to maintain the excludability of interest on the Series 2020 Bonds from gross income for federal income tax purposes.

Owners of the Series 2020 Bonds should consult their own tax advisors as to the applicability and effect on their federal income taxes of any other collateral federal income tax consequences.

In this opinion letter issued in our capacity as Bond Counsel, we are opining only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy or completeness of any statements made in connection with any offer, placement or sale of the Series 2020 Bonds or upon any federal or state tax consequences arising from the receipt or accrual of interest on or the ownership or disposition of the Series 2020 Bonds, except those specifically addressed herein.

In rendering the foregoing opinions, we have assumed the accuracy and truthfulness of all public records and of all certificates, resolutions, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We also have assumed the genuineness of the signatures appearing upon such public records, certifications, resolutions, documents and proceedings.

It is to be understood that the rights of the owners of the Series 2020 Bonds and the enforceability of the Series 2020 Bonds and the Indenture may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity. In rendering the opinions in paragraphs 1 and 2 above, we have relied upon the opinion of Balch & Bingham, LLP, as counsel to the Issuer, as to the due authorization, execution and delivery by and enforceability against the Issuer of the Series 2020 Bonds and the Indenture.

This opinion letter is issued as of the date hereof and we assume no obligation to revise or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

BUTLER SNOW LLP

APPENDIX E
DEFINITIONS

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APPENDIX F

FORM OF CONTINUING DISCLOSURE CERTIFICATE

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CONTINUING DISCLOSURE CERTIFICATE

THIS CONTINUING DISCLOSURE CERTIFICATE (this "**Disclosure Certificate**") is executed and delivered by the City of Hattiesburg, Mississippi (the "**City**") in connection with the issuance of \$15,150,000 Mississippi Development Bank Special Obligation Bonds, Series 2020 (Hattiesburg, Mississippi General Obligation Bond Project), dated the date of delivery thereof (the "**Bonds**"). The Bonds are being issued pursuant to an Indenture of Trust (the "**Indenture**"), dated ____, 2020, between the Mississippi Development Bank (the "**Bank**") and Hancock Whitney Bank, Jackson, Mississippi, as trustee (the "**Trustee**"). The proceeds of the Bonds will be used by the Bank to purchase the City's \$15,150,000 General Obligation Bond, Series 2020 (the "**City Bond**"). The proceeds of the City Bond will be used by the City to finance the costs of various capital improvements in the City. The City covenants and agrees as follows:

SECTION 1. Purpose of this Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "**SEC**").

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture or parenthetically defined herein, which apply to any capitalized terms used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"**Annual Report**" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"**Dissemination Agent**" shall mean any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"**Fiscal Year**" shall mean the period beginning on October 1 of and ending on September 30, or such other 12-month period as may be adopted by the Issuer in accordance with law.

"**Listed Events**" shall mean any of the events listed in Section 5 of this Disclosure Certificate.

"**MSRB**" shall mean the Municipal Securities Rulemaking Board. As of the date hereof, the MSRB's required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system, which is currently available at <http://emma.msrb.org>.

"**Official Statement**" means the final Official Statement prepared in connection with the Bonds.

"**Participating Underwriter**" shall mean the original underwriter of the Bonds required to comply with the Rule in connection with an offering of the Bonds.

"**Rule**" shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as in effect on the date of this Disclosure Certificate.

SECTION 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than twelve (12) months following the end of the Issuer's fiscal year of each year, commencing twelve (12) months following the end of the Issuer's fiscal year ending September 30, 2020, provide to the MSRB (in an electronic format as prescribed by the MSRB, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than five (5) business days prior to said date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance

of the Annual Report. The information to be updated may be reported in any format chosen by the City; it is not required that the format reflected in the Official Statement be used in future years.

(b) If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall file or cause to be filed with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit "A," or in another form as determined by the City.

SECTION 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) A copy of its annual financial statements, if any, prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If audited annual financial statements are not available by the time specified in Section 3(a) above, audited financial statements will be provided when and if available.

(b) An update of the type of information identified in Exhibit "B" hereto, which is contained in the tables in the Official Statement with respect to the Bonds.

Any or all of the items listed above may be incorporated by reference from other documents (including official statements), which are available to the public on the MSRB's Internet Web Site or filed with the SEC. The City shall clearly identify each such document incorporated by reference.

SECTION 5. Reporting of Listed Events. The City shall file or cause to be filed with the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the events listed below with respect to the Bonds. All of the events currently mandated by the Rule are listed below; however, some may not apply to the Bonds.

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, *if material*;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of bondholders, *if material*;
- (8) Bond calls, *if material*, and tender offers;
- (9) Defeasances;
- (10) Release, substitution or sale of property securing repayment of the Bonds, *if material*;
- (11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person;²⁸

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, *if material*;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, *if material*;

(15) Incurrence of a financial obligation of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, *if material*; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation² of the obligated person, any of which reflect financial difficulties.

SECTION 6. Format; Identifying Information. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be in the format prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

As of the date of this Disclosure Certificate, all documents submitted to the MSRB must be in portable document format (PDF) files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. In addition, such PDF files must be word-searchable, provided that diagrams, images and other non-textual elements are not required to be word-searchable.

SECTION 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the earliest of: (i) the date of legal defeasance, prior redemption or payment in full of all of the Bonds; (ii) the date that the City shall no longer constitute an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds.

SECTION 8. Dissemination Agent.

(a) The City may, from time to time, appoint or engage a Dissemination Agent to assist the City in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the City elects not to appoint a successor Dissemination Agent, it shall perform the duties thereof under this Disclosure Certificate. The Dissemination Agency shall have only such duties as are specifically set forth in this Disclosure Certificate and any other agreement between the City and the Dissemination.

(b) In addition to the filing duties on behalf of the City described in this Disclosure Certificate, the Dissemination Agent shall:

²⁸ For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(1) each year, prior to the date for providing the Annual Report, determine the appropriate electronic format prescribed by the MSRB;

(2) send written notice to the City at least 30 days prior to the date the Annual Report is due stating that the Annual Report is due as provided in Section 3(a) hereof; and

(3) if the Dissemination Agent is other than the City, certify in writing to the City that the Annual Report has been provided pursuant to this Disclosure Certificate and the date it was provided.

(4) If the Annual Report (or any portion thereof) is not provided to the MSRB by the date required in Section 3(a), the Dissemination Agent shall file with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit A or in another form determined by the City.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate and may waive any provision of this Disclosure Certificate, without the consent of the holders and beneficial owners of the Bonds, if such amendment or waiver does not, in and of itself, cause the undertakings herein (or action of any Participating Underwriter in reliance on the undertakings herein) to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The City will provide notice of such amendment or waiver to the MSRB.

SECTION 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

IN WITNESS WHEREOF, the City has caused this Disclosure Agreement to be executed by a duly authorized officer, all as of this ____ day of ____, 2020.

(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Mayor

ATTEST:

By _____
City Clerk

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Mississippi Development Bank

Name of Conduit Borrower: City of Hattiesburg, Mississippi (the "City")

Name of Bond Issue: \$15,150,000 Mississippi Development Bank Special Obligation Bonds, Series 2020 (Hattiesburg, Mississippi General Obligation Bond Project) (the "Series 2020 Bonds")

Date of Issuance: _____, 2020

CUSIP Numbers:

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the Bonds as required by the Continuing Disclosure Certificate executed on ____, 20__ by the City. The City anticipates that the Annual Report will be filed by _____ ____, 20__.

Dated: _____, _____

EXHIBIT B

Name of Issuer: Mississippi Development Bank
Name of Conduit Borrower: City of Hattiesburg, Mississippi (the "City")
Name of Bond Issue: \$15,150,000 Mississippi Development Bank Special Obligation Bonds, Series 2020 (Hattiesburg, Mississippi General Obligation Bond Project) (the "Series 2020 Bonds")
Date of Issuance: _____, 2020
CUSIP Numbers:

Government

Name	Occupation	Position Held Since

TAX INFORMATION

Assessed Valuation of the City²⁹

Assessment Year	Real Property	Personal Property	Public Utility Property	Mobile Homes	Auto-Mobiles	Total

Tax Levy Per \$1,000 Valuation³⁰

City - General Purpose:					
Operating Millage					
Debt Millage					
Total for City:					

²⁹ The total assessed valuation is approved in September preceding the fiscal year of the City and represents the value of real property, personal property and public utility property for the year indicated on which taxes are assessed for the following fiscal year's budget. For example, the taxes for the assessed valuation figures for 20__ are collected starting in January, 20__ for the 20__-20__ fiscal year budget of the City.

³⁰ Tax levy figures given is mills. The County levies a tax of nine cents per acre on all timbered and/or uncultivated land located in the County.

Ad Valorem Tax Collections

Fiscal Year Ended September 30	Amount Budgeted	Amount Collected	Difference Over/(Under)

Outstanding General Obligation Bonded Debt

(as of _____)

Issue	Date of Issue	Outstanding Principal

Other Outstanding Debt

(as of _____)

Issue	Date of Issue	Outstanding Principal

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CITY BOND PURCHASE AGREEMENT

THIS CITY BOND PURCHASE AGREEMENT (this "**Agreement**") is dated _____, 2020, by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic (the "**Bank**"), created pursuant to the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (hereinafter referred to as the "**Bank Act**"), having its principal place of business in the City of Jackson, Mississippi, and the **CITY OF HATTIESBURG, MISSISSIPPI** (the "**City**"), a local governmental unit under the Act.

WITNESSETH:

WHEREAS, pursuant to the Bank Act, the Bank is authorized to purchase securities (as defined in the Bank Act) issued by local governmental units (as defined in the Bank Act); and

WHEREAS, the City has duly authorized the issuance of its general obligation bond designated the City of Hattiesburg, Mississippi General Obligation Bond, Series 2020 in the form of one fully registered bond, in the principal amount of Fifteen Million One Hundred Fifty Thousand Dollars (\$15,150,000) (the "**City Bond**") as authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "**City Bond Act**" and together with the Bank Act, the "**Act**") and the Bank Act; and

WHEREAS, the City Bond is expected to be purchased by the Bank in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Bank has adopted a resolution approving an Indenture of Trust (the "**Indenture**"), dated _____ 2020, by and between the Bank and Hancock Whitney Bank, Jackson, Mississippi (the "**Trustee**"), authorizing the issuance of its \$15,150,000 Mississippi Development Bank Special Obligation Bonds, Series 2020 (Hattiesburg, Mississippi General Obligation Bond Project) (the "**Bank Bonds**"), the proceeds of which will be used to purchase the City Bond.

NOW, THEREFORE, the Bank and the City agree:

1. Subject to the terms and conditions of this Agreement, the Bank hereby agrees to purchase the City Bond and the City hereby agrees to sell to the Bank the City Bond at the price of \$_____, representing the par amount of the City Bond of \$15,150,000.00, plus an net original issue premium of \$_____, less an underwriter's discount of \$_____, and less \$_____ for deposit to the Bond Issuance Expense Account of the General Fund, and less \$_____ to be deposited to the Capitalized Interest Account of the General Fund (as defined in the Indenture); which equals the balance of \$_____ to be deposited on behalf of the City into the 2020 Construction Fund, as defined in and pursuant to that certain Bond Resolution (the "**City Bond Resolution**"), adopted by the Mayor and the City Council of the City on July 7, 2020. The terms of the City Bond are set forth in the City Bond Resolution and incorporated herein by reference.

2. The City will take all action required by law to enable it to issue and sell the City Bond to be purchased by the Bank, and the City's obligation to issue and sell the City Bond and

the Bank's obligation to purchase the City Bond are expressly contingent upon the City's taking all steps and receiving all approvals required by the laws of the State of Mississippi to issue the City Bond.

3. To the extent the City Bond is subject to the rebate requirement as set for in Section 148(f) of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder (the "**Rebate Requirement**"), the City agrees to pay the Bank for prompt payment to or to provide evidence to the Bank of payment to the United States of the Rebate Requirement determined by the City to result from the investment of moneys held by the City that constitute gross proceeds of the Bank Bonds. The City agrees to provide documentation to the Bank relative to the computation of the Rebate Requirement and payment of such Rebate Requirement when required.

4. At such time as the Bank shall reasonably request, and in any event prior to the delivery to the Bank of the City Bond, which City Bond shall be in the form set forth in the City Bond Resolution and registered in the name of Hancock Whitney Bank, Jackson, Mississippi as the assignee of the Bank, the City shall furnish to the Bank a transcript of proceedings and an opinion of bond counsel satisfactory to the Bank which shall set forth, among other things, the unqualified approval of the validity and authorized issuance of the City Bond. The City shall bear the cost of obtaining such bond counsel's opinion.

5. The City and the Bank agree that the City Bond and the payments to be made thereon may be pledged or assigned by the Bank only under and to the extent provided in the Indenture.

6. The City agrees to furnish to the Bank as long as the City Bond remains outstanding annual financial reports, audit reports and such other financial information as is reasonably requested by the Bank, including information which may concern the tax-exempt status of the Bank Bonds and the City's and the Bank's obligation to rebate excess earnings according to the Rebate Requirement.

7. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of the Agreement and this Agreement shall be construed and in force as if such invalid or unenforceable provision had not been contained herein.

8. If the Bank does not deliver said Bank Bonds and receive payment therefor on or before _____ 2020, the City may rescind this Agreement by giving written notice of such rescission to the Executive Director of the Bank. The Bank is obligated to purchase the City Bond solely from proceeds of the Bank Bonds.

9. This Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. The Bank and the City each agree that it will execute any and all documents or other instruments and take such other actions as may be necessary to give effect to the terms of this Agreement.

10. No waiver by either the Bank or the City of any term or condition of this Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase or other provision of this Agreement.

11. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Bank and the City relating to the subject matter hereof and constitutes the entire agreement between the Bank and the City in respect hereof.

[the remainder of this page left blank intentionally]

IN WITNESS WHEREOF, we have set our hands unto this City Bond Purchase Agreement as of the day first above written.

MISSISSIPPI DEVELOPMENT BANK

(SEAL)

By: _____
Executive Director

ATTEST:

Secretary

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Mayor

ATTEST:

City Clerk

(SEAL)

Signature Page to City Bond Purchase Agreement by and between Mississippi Development Bank and the City of Hattiesburg, Mississippi.

PRIVATE PLACEMENT AGREEMENT

This Private Placement Agreement, dated _____, 2020 (the "**Placement Agreement**"), is by and among the **MISSISSIPPI DEVELOPMENT BANK** (the "**Issuer**"), a body politic existing under the Constitution and laws of the State of Mississippi (the "**State**"), the **CITY OF HATTIESBURG, MISSISSIPPI** (the "**City**"), a local governmental unity of the State, and **RAYMOND JAMES & ASSOCIATES, INC.**, as Placement Agent (the "**Placement Agent**").

WITNESSETH:

WHEREAS, the Board of Directors of the Issuer, acting for and on behalf of the Issuer, has authorized the issuance of the Issuer's \$15,150,000 Special Obligation Bonds, Series 2020 (Hattiesburg, Mississippi General Obligation Bond Project) (the "**Series 2020 Bonds**"), pursuant to the provisions of an Indenture of Trust dated as of _____, 2020 (the "**Indenture**"), by and between the Issuer and Hancock Whitney Bank, Jackson, Mississippi, as trustee (in such capacity, the "**Trustee**"); and

WHEREAS, the proceeds of the Series 2020 Bonds will be used to provide funds to purchase the City's General Obligation Bond, Series 2020 (the "**City Bond**") issued by the City pursuant to a resolution adopted by the Mayor and City Council of the City on July 7, 2020, (the "**Bond Resolution**"); and

WHEREAS, in the Indenture and the Bond Resolution, the Issuer and the City direct that the proceeds of the Series 2020 Bonds be used by the City for (a) the purposes set forth in the City Bond Act, as defined in the Bond Resolution, including, but not limited to constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, and purchasing buildings and land therefor; protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; constructing bridges and culverts; for other authorized purposes under the City Bond Act and the Bank Act, (b) paying capitalized interest, if any, and (c) the payment of the costs of issuance of the Series 2020 Bonds and the City Bond; and

WHEREAS, the Series 2020 Bonds are more fully described in the Indenture and in **SCHEDULE I** attached hereto; and

WHEREAS, the Issuer and the City have requested the Placement Agent to act as their agent in connection with the placement of the Series 2020 Bonds.

NOW, THEREFORE, for and in consideration of the covenants herein made, and upon the terms and subject to the conditions herein set forth, the parties hereto agree as follows:

Section 1. Definitions. All capitalized terms used herein and not otherwise herein defined shall have the meanings ascribed to them in the Indenture.

Section 2. Appointment of Placement Agent. Pursuant to the Indenture, the Bond Resolution and this Placement Agreement, the Issuer and the City hereby appoint the Placement

Agent as exclusive placement agent with respect to the Series 2020 Bonds, and the Placement Agent hereby accepts such appointment, with such duties as described herein and in the Indenture.

Section 3. Placement of the Series 2020 Bonds. The Placement Agent hereby agrees, as the agent of the Issuer and the City, to place the Series 2020 Bonds with _____ (together, the "**Purchaser**"). The Purchaser is to purchase the Bonds at a price as set forth in **SCHEDULE I** (the "**Purchaser's Purchase Price**").

It is understood that the purchase of the Series 2020 Bonds by the Purchaser is subject to (a) receipt by the Placement Agent and the Purchaser of an opinion of Butler Snow LLP, Ridgeland, Mississippi ("**Bond Counsel**"), to the effect that the Series 2020 Bonds constitute valid and legally binding obligations of the Issuer, and to the effect that the interest on the Series 2020 Bond is excludable from federal and State income taxation under existing laws, regulations, rulings and judicial decisions existing on the date hereof, with such exceptions as shall be required by the Internal Revenue Code of 1986, as amended; (b) delivery of certificates in form and tenor satisfactory to Bond Counsel and the Purchaser evidencing (i) the proper execution and delivery of the Series 2020 Bonds and receipt of payment therefor, and (ii) certain federal and State of Mississippi tax matters related to the Series 2020 Bonds and the City Bond; (c) delivery to the Placement Agent and the Purchaser of a statement or opinion, as applicable, of each of the Issuer, Issuer's Counsel, the City and the City's Counsel, each dated as of the date of the issuance of the Series 2020 Bonds and the City Bond, to the effect that there is no litigation pending or, to the knowledge of the signer or signers thereof, threatened relating to the issuance, sale, validation and delivery of the Series 2020 Bonds and the City Bond, as applicable; and (d) satisfaction of other conditions specified in the Indenture, the Bond Resolution and as may be required by the Purchaser or Bond Counsel. The Purchaser shall be required to deposit immediately available funds in the amount of the Purchaser's Purchase Price with or as directed by the Issuer on or before _____, 2020, the date of delivery and issuance of the Series 2020 Bonds (the "**Closing Date**"). The Placement Agent will receive a placement fee of \$_____.00. The Series 2020 Bonds will be placed on the Closing Date with the Purchaser under the exemptions set forth in Rule 15c2-12 of the Securities and Exchange Commission.

The Series 2020 Bonds shall be duly executed on the Issuer's behalf and authenticated by the Trustee under the Indenture in fully registered form in the principal amounts provided for in **SCHEDULE I**, registered in the name of the Purchaser. The Series 2020 Bonds will be made available to the Purchaser at least one business day prior to the Closing Date for inspection by the Purchaser.

Section 4. Payment to the Issuer. The Placement Agent agrees that it will, on the Closing Date, direct that the Purchaser transfer to or as directed by the Issuer the Purchaser's Purchase Price, in immediately available funds. If the Purchaser does not deposit with or as directed by the Issuer the Purchaser's Purchase Price of the Series 2020 Bonds to be purchased by it or otherwise refuses to purchase the Series 2020 Bonds, the Placement Agent will use its reasonable best efforts to arrange for a substitute Purchaser for the Series 2020 Bonds on the terms set forth in Section 3.

Section 5. Limitation. Nothing contained in this Placement Agreement shall obligate the Placement Agent to purchase the Series 2020 Bonds in the event the Purchaser fails to pay the Purchaser's Purchase Price of the Series 2020 Bonds or in the event the Placement Agent is unable to arrange for the purchase of the Series 2020 Bonds.

Section 6. Fees and Expenses. The Placement Agent fee set forth in Section 3 represents the total compensation due to the Placement Agent for its services under this Placement Agreement.

The City is responsible for all other expenses and fees due in connection with the sale, validation, delivery and issuance of the Series 2020 Bonds which are to be paid from the proceeds of the Series 2020 Bonds, as directed by the Issuer and the City, and pursuant to the Indenture.

Section 7. Governing Law. This Placement Agreement shall be governed by and construed in accordance with the laws of the State.

Section 8. Counterparts. This Placement Agreement may be executed in one or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute but one and the same instrument.

Section 9. Binding Effect. This Placement Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns, except that no party hereto may assign any of its rights or obligations hereunder without the consent of the other party.

Section 10. Arm-Lengths Transaction. The Issuer and the City acknowledge and agree that (i) the purchase and sale of the Series 2020 Bonds pursuant to this Placement Agreement is an arm's-length commercial transaction among the Issuer, the City, the Purchaser and the Placement Agent; (ii) in connection with such transaction, the Placement Agent is acting solely as a principal and not as an agent or a fiduciary of the Issuer or the City; (iii) the Placement Agent has not assumed a fiduciary responsibility in favor of the Issuer or the City with respect to placing the Series 2020 Bonds or the process leading thereto (whether or not the Placement Agent, or any affiliate of the Placement Agent, has advised or is currently advising the Issuer or the City on other matters) nor has it assumed any other obligation to the Issuer except the obligations expressly set forth in this Placement Agreement, (iv) the Placement Agent has financial and other interests that differ from those of the Issuer and the City; and (v) the Issuer has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the placement of the Series 2020 Bonds.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

If you agree with the foregoing, please sign and date this Placement Agreement in the space provided below and return one copy so executed to each of the Issuer, the Placement Agent and the City, whereby this Agreement shall then become a binding agreement among such parties, as of the date first above written.

Very truly yours,

**RAYMOND JAMES & ASSOCIATES, INC.,
as Placement Agent**

Lindsey Rea, Managing Director

Signature Page for Private Placement Agreement.

Accepted and agreed to as of
the date first above written:

MISSISSIPPI DEVELOPMENT BANK

By: _____
Executive Director

Executed on: _____, 2020

Signature Page for Private Placement Agreement.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Mayor

Executed on: _____, 2020

Signature Page for Private Placement Agreement.

SCHEDULE I
To Private Placement Agreement
Dated: _____, 2020

SERIES 2020 BOND

MATURITY (____ 1)*	PRINCIPAL AMOUNT	INTEREST RATE	YIELD	PRICE
20____	\$____,000,000	____%	_____	____%

***Term Bonds maturing in mandatory sinking fund installments on each _____ 1 as follows:**

Year	Principal Amount
20____	\$,000

[INSERT REDEMPTION TERMS]



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc: Wiley Quinn, Code Enforcement Division Manager

Date: Tuesday, July 7, 2020

Re: Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.
File Number: 2020-410
Minute Book #

Summary

Adopt Resolutions of Condemnation 7 7 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 July 7, 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: July 7, 2020

RE: Adopt Condemnation Resolutions

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

	Address	PPIN	Ward	Violations	Proposed Actions	Estimated Cost	Estimated Penalty
1.	2-038B-15-583.00 Milton Barnes Ave.	13246	2	AS, ID	Demo & Clear Lot	\$3000	\$1500
2.	108 E. 4 TH St.	18820	2	AS, VA, Roof, Windows	Board, Secure, Repair Damaged Roof	\$6,000	\$3000
3.	301 S 17 th Avenue	16234	4	GAR/RUB, VS, US	Demo & Clear Property	\$6000	\$3000
4.	104 N. 22 nd Avenue	16208	4	VS, OGL	Demo & Clear Lot	\$7000	\$3500
5.	416 S. 15 th Avenue	17078	4	GAR/RUB, US	Clean & Secure, Remove A/C Structure	\$4000	\$2000
6.	79 Dixie Pine Road	11091	5	GAR/RUB	Clean-up	\$3000	\$1500
7.	19 Conner Lane	09724	5	AB, DB, OGL	Demo	\$3000	\$1500
8.	703 Woodland Ct.	25262	5	AB, DB, OGL	Demo	\$3000	\$1500

Garbage & Rubbish=GAR/RUB
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**

Case #1 2-038B-15-583.00 Milton Barnes Avenue

WHEREAS, on the 2nd day of June, 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 6th day of July, 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 1 in block 1 of the Bertrand Survey and more particularly described as: Beginning at the northwest corner of said lot and run east 45 1/2 ft. to the point of beginning; thence run south 94-1/3 ft. to the south line of said lot; thence run east 121-1/6 ft. to the right-of-way of the B&HS Railroad; thence run northwestwardly 121 ft. to Manning Avenue, thence run west 44 ft. top to the point of beginning.

WHEREAS, the owner of the property is Darren C. Jackson (deceased), Susan Jackson (sister of deceased), 3930 Village Main St., Loganville, GA 30052, 2142 Strang Blvd, Lithonia, GA 30058

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)
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 7th day of July, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

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

Case # 2 108 E. 4th Street

WHEREAS, on the 2nd day of June, 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 6th day of July, 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:

E 20 feet of lot 4 and the west half of lot 5 (w/2 of lot 5), South of railroad right-of-way, block 100 of the Kamper and Whinnery Subdivision 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, and being known as Municipal Number 108 East 4th St., Hattiesburg, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is Linda Wahnetah and Thomas Harold, 65 Howell Road, 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:

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

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 7th day of July, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of July, 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

Case # 3 301 S. 17th Avenue

WHEREAS, on the 2nd day of June, 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 6th day of July, 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) and the North Half (N ½) of Lot Two (2), Block One (1) of the Hattiesburg Heights Third 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; together with all improvements lying thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is T T L B L, LLC and Legacy Memorial Holding, LLC, c/o Alfreda R. Gray, P.O. Box 1224, 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:

Garbage and Rubbish (International Property Maintenance Code 308.1)
Vacant Structure (International Property Maintenance Code 301.3)
Unsafe Structures or Equipment (International Fire Code 110.1.1)

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 7th day of July, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

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

Case #4 104 N. 22nd Avenue

WHEREAS, on the 2nd day of June, 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 6th day of July, 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:

All of Lot Eight (8) in Block Twenty-One (21) of the Hattiesburg Heights Second Survey of the City of Hattiesburg, Forrest County, Mississippi, according to the official plat of said survey on file and of record in the office of Chancery Clerk of said county and state; together with all improvements located on said property which property is known as Municipal No. 104 North 22nd Avenue in said City of Hattiesburg, Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is Dorothy W. Garrett, 41 Jupiter Circle, Violet, LA 70092

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),
Overgrown Lot or Weeds (International Property Code 302.4)**

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 7th day of July, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

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

Case # 5 416 S. 15th Avenue

WHEREAS, on the 2nd day of June, 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 6th day of July, 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:

Receipt #15423, Parcel# 2-029M-09-357.00, PPIN# 17078, S 20ft 9 & N 35ft 10 BLK 22, Hattiesburg Heights
Proper Survey Prev#: H0328-22-009 Str 09-04N-13W

WHEREAS, the owner of the property is Roger Allen, 416 South 15th Avenue, 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:

**Garbage and Rubbish (International Property Maintenance Code 308.1),
Unsafe Structures or Equipment (International Fire Code 110.1.1)**

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 7th day of July, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

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

Case # 6 79 Dixie Pine Road

WHEREAS, on the 2nd day of June, 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 6th day of July, 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 strip of land 128 ft. in width across the East end of lot 1, block 2 of the D.E. McInnis survey or subdivision of the east half of the east half section 22, Township 4 North, Range 13 West, Forrest County, Mississippi, more particularly described as beginning at the southeast corner of said lot 1 for the place of beginning and thence west along the Southerly Boundary of said lot of 128 ft.; thence run north parallel with the east boundary of said lot of distance of 330 ft.; thence run east along the north boundary of said lot a distance of 128 ft. to the northeast corner of said lot; thence run south of the east boundary of said lot a distance of 330 ft. to the southeast corner of said lot to the place of beginning; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is Steven & Zandra Heilmeier, 4350 Driscoll Place, Brandywine, MD 20613

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)

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 7th day of July, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

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

Case # 7 19 Conner Lane

WHEREAS, on the 2nd day of June, 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 6th day of July, 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 10, Block 3, W.A. Conner Subdivision of Palmer's Crossing, Forrest County, Mississippi.

WHEREAS, the owner of the property is HL & C- Palmers Crossing LLC, c/o Mark Gipson, P.O. Box 1, Picayune, MS 39466, Emma Felts

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), Dilapidated Building (International Property Maintenance Code 304.1),
Overgrown Lot or Weeds (International Property Code 302.4)**

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 7th day of July, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

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

Case # 8 703 Woodland Court

WHEREAS, on the 2nd day of June, 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 6th day of July, 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 2 Block 2 of the Woodland Court Subdivision of the City of Hattiesburg, 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 Sharon Smith, 703 Woodland Ct., 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:

Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7), Dilapidated Building (International Property Maintenance Code 304.1), Overgrown Lot or Weeds (International Property Code 302.4)

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 7th day of July, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of July, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Wiley Quinn, Code Enforcement Division Manager

Date: Tuesday, July 7, 2020

Re: Adopt a Resolution setting Public Hearing on Monday, August 3, 2020 at 4:00 p.m. in the Jackie Dole Sherrill Community Center to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.
File Number: 2020-406
Minute Book #

Summary

Set Public Hearing 8 3 2020, Unsafe Properties

Recommendation Statement

I recommend the Setting of a Public Hearing to determine if certain properties are a menace to the health and safety of the community.

Please place this on the July 7, 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 Manager

DATE: 6/22/2020

RE: Set Public Hearing

The Code Enforcement Division requests that the City Council hold a Public Hearing on Tuesday, July 3, 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.

	Address	PPIN	Ward	Violations	Proposed Actions	Estimated Cost	Estimated Penalty
1.	3403 Pearl St.	23147	1	TREES	REMOVE	\$3500	\$1750
2.	111 Midway Ave.	24612	2	VS, US, OGL	Cut/Clean, Demo	\$3000	\$1500
3.	1407 Deason Ave.	22426	2	OGL, VS, ES, T&L, ID	Demo, Clean	\$2500	\$1500
4.	1121 Cherry St.	13583	2	VS, AS, ES, OGL	Close, Clean, Secure, Condemn	\$500	\$1500
5.	607 Graymont Ave.	24991	4	OGL, AS	Close, Clean, Secure	\$250	\$1500

6.	807 Railroad St.	19256	4	VS, US	Demo	\$5000	\$2500
7.	546 W. 4 th St. AKA 100 South St.	19728	4	US, US	Demo	\$9000	\$4500
8.	307 4 th Ave	19384	4	VS, TREE, GAR/RUB	Tree Removed	\$3000	\$1500
9.	725 Barkley Rd.	11029	5	AB, DB, OGL, X2	Demo	\$3000	\$1500
10.	1103 Johnston St.	6917	5	AB, DB	Demo	\$3000	\$1500

Garbage & Rubbish=GAR/RUB
 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
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

RESOLUTION

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

	Address	PPIN	Ward	Violations
1.	3403 Pearl St.	23147	1	TREES
2.	111 Midway Ave.	24612	2	VS, US, OGL
3.	1407 Deason Ave.	22426	2	OGL, VS, ES, T&L, ID
4.	1121 Cherry St.	13583	2	VS, AS, ES, OGL
5.	607 Graymont Ave.	24991	4	OGL, AS
6.	807 Railroad St.	19256	4	VS, US
7.	546 W. 4 th St. AKA 100 South St.	19728	4	US, US
8.	307 4 th Ave	19384	4	VS, TREE, GAR/RUB
9.	725 Barkley Rd.	11029	5	AB, DB, OGL, X2
10.	1103 Johnston St.	6917	5	AB, DB

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

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owners of the above-described properties be notified, as provided by law, of a hearing to be held by the City Council in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, at 4:00 p.m. on Monday, August 3, 2020, to determine whether or not the above- described properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of July, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 7th day of July, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc: Lamar Rutland

Date: Tuesday, July 7, 2020

Re: Adopt a Resolution authorizing Requisition No. 67 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: 2020-407
Minute Book #

Summary

Adopt a Resolution authorizing Requisition No. 67 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 July 7, 2020 City Council meeting for consideration.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 67 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. **67** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$213,941.00** 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. **67** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Two Hundred Thirteen Thousand Nine Hundred Forty-One and 00/100 dollars (\$213,941.00)** 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 **7th** day of **July, 2020**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **7th** day of **July, 2020**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: 67

DATE OF REQUISITION: 7/7/2020

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	DNA Underground, LLC 16101 S. Swan Road Gulfport, MS 39503	093695.7220.74	105,939.00	Pay App. No. 10	Sewer Improvements Ph XII Period: 5/1/20 - 5/31/20 MB 2019-58
2	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.74	71,356.72	21484	Sewer Improvements Ph XII Period: 06/01/20 - 06/30/20 MB 2011-4/89-110 SDW #1273-S012
3	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.70	4,525.00	21449	Sewer Improvements Ph VIII - Camp St. Area Period: 04/26/20 - 05/23/20 MB 2011-4/89-110 SDW #1273-S010
4	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.12	3,782.50	21457	North 40th & North 39th Ave Period: 04/26/20 - 05/23/20 MB 2012-1/34 SDW #11254

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
5	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.75	2,097.50	21458	CIPP Project Period: 04/26/20 - 05/23/20 MB 2011-4/89-110 SDW #11256
6	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.74	9,395.00	21462	Sewer Improvements Ph XII Period: 04/26/20 - 05/23/20 MB 2011-4/89-110 SDW #1273-S012
7	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.51	760.00	21463	Water Ph II - Palmers Crossing Period: 04/26/20 - 05/23/20 MB 2011-4/89-110 SDW #1273-W007
8	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.62	105.00	21464	Water Ph V Period: 04/26/20 - 05/23/20 MB 2011-4/89-110 SDW # 1273-W013
9	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.13	3,205.00	21470	Katie Ave & Arledge St Infrastructure Period: 04/26/20 - 05/23/20 MB 2018-25 SDW #11258
10	Myers Underground Utilities 408 Ryan Road Hattiesburg, MS 39401	093695.7245.12	12,775.28	Pay App. No. 12	North 40th & North 39th Ave Period: 10/05/19 - 11/22/19 MB 2018-108
			<u>213,941.00</u>		



Engineering Progress

June 11, 2020

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

Attn: Lamar Rutland, P.E.

RE: Comprehensive Sewer Improvements Ph XII
City of Hattiesburg

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 10 in the amount of \$105,939.53 for the above referenced project.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Wallace", is written over the "Sincerely," line.

Kyle D. Wallace, P.E.
Project Engineer

/md

cc: DNA Underground, LLC
SDW files

093695.7220.74

MB 2019-58

LR

Contractor's Application for Payment No.

10

Application Period: 5/1/20 to 5/31/20		Application Date: 6/9/2020
To (Owner): City of Hattiesburg	From (Contractor): DNA Underground LLC	Via (Engineer):
Project: Comprehensive Sewer Improvements - Phase XII	Contract:	
Owner's Contract No.: 1273-5012	Contractor's Project No.:	Engineer's Project No.:

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE..... \$ \$1,913,694.00
2. Net change by Change Orders..... \$
3. Current Contract Price (Line 1 ± 2)..... \$ \$1,913,694.00
4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... \$ \$1,001,195.00
5. RETAINAGE:
 - a. 5% X \$1,001,195.00 Work Completed..... \$ \$50,059.75
 - b. 5% X Stored Material..... \$
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$ \$50,059.75
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ \$951,135.25
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ \$845,195.72
8. AMOUNT DUE THIS APPLICATION..... \$ \$105,939.53
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G total on Progress Estimates + Line 5.c above)..... \$ \$962,558.75

Contractor's Certification

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:

By: [Signature] Date: 6-9-2020
 Subscribed and sworn to me this 9th day of June
 Notary Public: [Signature]
 My Commission Expires: May 6, 2024



Payment of: \$ 105,939.53
 (Line 8 or other - attach explanation of the other amount)
 is recommended by [Signature] 6-11-2020
 (Engineer) (Date)
 Payment of: \$
 (Line 8 or other - attach explanation of the other amount)
 approved by:
 (Owner) (Date)
 approved by:
 Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Comprehensive Sewer Improvements - Phase XII										Application Number: 10			
Application Period: 5/1/20 to 5/31/20										Application Date: 9-Jun-20			
A					B		C	E	C	D	E	F	
Item		Contract Information				Quantity Previous App	Value Previous	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored	Total Completed and Stored to Date (E+F+G)	% (H / B)	Balance to Finish (B - H)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)								
	Sewer Pipe Items												
1	4" PVC Sewer Force Main (All Depths)(Open Cut)	40	LF	\$ 30.00	\$ 1,200.00		\$ -						\$ 1,200.00
2	6" PVC Sewer Force Main (All Depths)(Open Cut)	40	LF	\$ 32.00	\$ 1,280.00		\$ -						\$ 1,280.00
3	8" SDR 26 PVC Sewer Pipe (0'-6")(Open Cut) and Carrier Pipe)	1152	LF	\$ 36.00	\$ 41,472.00	127	\$ 4,572.00				\$4,572.00	11.0%	\$ 36,900.00
4	8" SDR 26 PVC Sewer Pipe (6'-8")(Open Cut)	806	LF	\$ 38.00	\$ 30,628.00	1070.5	\$ 40,679.00				\$40,679.00	132.8%	\$ (10,051.00)
5	8" SDR 26 PVC Sewer Pipe (8'-10')(Open Cut)	202	LF	\$ 40.00	\$ 8,080.00	130	\$ 5,200.00				\$5,200.00	64.4%	\$ 2,880.00
6	8" SDR 26 PVC Sewer Pipe (10'-12')(Open Cut)	40	LF	\$ 50.00	\$ 2,000.00		\$ -						\$ 2,000.00
7	8" SDR 26 PVC Sewer Pipe (12'-14')(Open Cut)	40	LF	\$ 70.00	\$ 2,800.00		\$ -						\$ 2,800.00
8	8" SDR 26 PVC Sewer Pipe (14'-16')(Open Cut)	20	LF	\$ 80.00	\$ 1,600.00		\$ -						\$ 1,600.00
9	8" SDR 26 PVC Sewer Pipe (16'-18')(Open Cut)	20	LF	\$ 100.00	\$ 2,000.00		\$ -						\$ 2,000.00
10	8" SDR 26 PVC Sewer Pipe (18'-20')(Open Cut)	20	LF	\$ 120.00	\$ 2,400.00		\$ -						\$ 2,400.00
11	8" SDR 26 PVC Sewer Pipe (20'-22')(Open Cut)	20	LF	\$ 150.00	\$ 3,000.00		\$ -						\$ 3,000.00
12	8" SDR 26 PVC Sewer Pipe (All Depths)(Bored)(No Casting)	120	LF	\$ 80.00	\$ 9,600.00		\$ -						\$ 9,600.00
13	10" SDR 26 PVC Sewer Pipe (10'-12')(Open Cut)	20	LF	\$ 80.00	\$ 1,600.00	20	\$ 1,600.00				\$1,600.00	100.0%	\$ -
14	12" SDR 26 PVC Sewer Pipe (10'-12')(Open Cut)	20	LF	\$ 85.00	\$ 1,700.00	20	\$ 1,700.00				\$1,700.00	100.0%	\$ -
15	12" SDR 26 PVC Sewer Pipe (12'-14')(Open Cut)	40	LF	\$ 90.00	\$ 3,600.00		\$ -						\$ 3,600.00
16	15" SDR 26 PVC Sewer Pipe (12'-14')(Open Cut)	20	LF	\$ 120.00	\$ 2,400.00		\$ -						\$ 2,400.00
17	18" PS115 PVC Sewer Pipe (0'-6')(Open Cut and Carrier Pipe)	200	LF	\$ 48.00	\$ 9,600.00		\$ -						\$ 9,600.00
18	18" PS115 PVC Sewer Pipe (8'-10')(Open Cut)	311	LF	\$ 58.00	\$ 18,038.00		\$ -						\$ 18,038.00
19	18" PS115 PVC Sewer Pipe (10'-12')(Open Cut)	996	LF	\$ 62.00	\$ 61,752.00	417	\$ 25,854.00	648	\$40,176.00		\$66,030.00	106.9%	\$ (4,278.00)
20	18" PS115 PVC Sewer Pipe (12'-14')(Open Cut)	848	LF	\$ 72.00	\$ 61,056.00	331	\$ 23,832.00	-136	-\$9,792.00		\$14,040.00	23.0%	\$ 47,016.00
21	18" PS115 PVC Sewer Pipe (14'-18')(Open Cut)	428	LF	\$ 82.00	\$ 35,096.00	609	\$ 49,938.00	-309	-\$25,338.00		\$24,600.00	70.1%	\$ 10,496.00
22	18" PS115 PVC Sewer Pipe (16'-18')(Open Cut)	737	LF	\$ 98.00	\$ 72,226.00	180	\$ 17,640.00	340	\$33,320.00		\$50,960.00	70.6%	\$ 21,266.00
23	18" PS115 PVC Sewer Pipe (18'-20')(Open Cut)	636	LF	\$ 130.00	\$ 82,680.00	558	\$ 72,540.00	-371	-\$48,230.00		\$24,310.00	29.4%	\$ 58,370.00
24	18" PS115 PVC Sewer Pipe (20'-22')(Open Cut)	20	LF	\$ 152.00	\$ 3,040.00		\$ -	465	\$70,680.00		\$70,680.00	2325.0%	\$ (67,640.00)
25	8" Ductile Iron Sewer Pipe (0'-6')(Open Cut)	240	LF	\$ 50.00	\$ 12,000.00	246	\$ 12,300.00				\$12,300.00	102.5%	\$ (300.00)
26	8" Ductile Iron Sewer Pipe (0'-6')(Open Cut-Encased in concrete)	160	LF	\$ 80.00	\$ 12,800.00	160	\$ 12,800.00				\$12,800.00	100.0%	\$ -
27	12" Steel Casing (0.25" WT)(All Depths)(Bored)	160	LF	\$ 205.00	\$ 32,800.00	127	\$ 26,035.00				\$26,035.00	79.4%	\$ 6,765.00

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Comprehensive Sewer Improvements - Phase XII										Application Number: 10			
Application Period: 5/1/20 to 5/31/20										Application Date: 9-Jun-20			
A					B		C	E	C	D	E	F	
Item		Contract Information				Quantity Previous App	Value Previous	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored	Total Completed and Stored to Date (E+F+G)	% (H / B)	Balance to Finish (B - H)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)								
28	24" Steel Casing (0.25" WT)(All Depths)(Bored)	260	LF	\$ 285.00	\$ 74,100.00		\$ -						\$ 74,100.00
29	Removal of Existing Sewer Line	4560	LF	\$ 4.00	\$ 18,240.00	2135	\$ 8,540.00	507	\$2,028.00		\$10,568.00	57.9%	\$ 7,672.00
30	Abandonment of Existing Sewer Line (All Sizes)	150	LS	\$ 10.00	\$ 1,500.00		\$ -						\$ 1,500.00
31	Tracer Wire System for Sewer	1	LS	\$ 5,800.00	\$ 5,800.00	0.462	\$ 2,679.60	0.061	\$353.80		\$3,033.40	52.3%	\$ 2,766.60
	Sewer Manhole Items												
32	48" Precast Concrete Sewer Manhole (0'-6')	1	EA	\$ 4,000.00	\$ 4,000.00		\$ -						\$ 4,000.00
33	48" Precast Concrete Sewer Manhole (0'-6')(Flat Top)	1	EA	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00				\$4,000.00	100.0%	\$ -
34	48" Precast Concrete Sewer Manhole (6'-8')	5	EA	\$ 4,500.00	\$ 22,500.00	5	\$ 22,500.00				\$22,500.00	100.0%	\$ -
35	48" Precast Concrete Sewer Manhole (6'-8')(Doghouse)	1	EA	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00				\$5,000.00	100.0%	\$ -
36	60" Precast Concrete Sewer Manhole (10'-12')	6	EA	\$ 7,000.00	\$ 42,000.00	2	\$ 14,000.00	3	\$21,000.00		\$35,000.00	83.3%	\$ 7,000.00
37	60" Precast Concrete Sewer Manhole (12'-14')	2	EA	\$ 8,500.00	\$ 17,000.00	1	\$ 8,500.00				\$8,500.00	50.0%	\$ 8,500.00
38	60" Precast Concrete Sewer Manhole (14'-16')	3	EA	\$ 9,000.00	\$ 27,000.00		\$ -	1	\$9,000.00		\$9,000.00	33.3%	\$ 18,000.00
39	60" Precast Concrete Sewer Manhole (16'-18')	2	EA	\$ 10,000.00	\$ 20,000.00	1	\$ 10,000.00				\$10,000.00	50.0%	\$ 10,000.00
40	60" Precast Concrete Sewer Manhole (18'-20')	1	EA	\$ 11,800.00	\$ 11,800.00	1	\$ 11,800.00	-1	-\$11,800.00				\$ 11,800.00
41	60" Precast Concrete Sewer Manhole (20'-22')	1	EA	\$ 12,500.00	\$ 12,500.00	1	\$ 12,500.00	1	\$12,500.00		\$25,000.00	200.0%	\$ (12,500.00)
42	72" Precast Concrete Sewer Manhole (10'-12')	1	EA	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00				\$10,000.00	100.0%	\$ -
43	72" Precast Concrete Sewer Manhole (16'-18')	1	EA	\$ 14,000.00	\$ 14,000.00		\$ -						\$ 14,000.00
44	Demolition and Removal of Existing Manhole (All Depths & Types)	18	EA	\$ 450.00	\$ 8,100.00	6	\$ 2,700.00	6	\$2,700.00		\$5,400.00	66.7%	\$ 2,700.00
45	Abandonment of Existing Manholes	1	EA	\$ 800.00	\$ 800.00		\$ -						\$ 800.00
46	Drop Manhole Assembly (All Depths)	10	EA	\$ 2,500.00	\$ 25,000.00	3	\$ 7,500.00				\$7,500.00	30.0%	\$ 17,500.00
	Sewer Service Items												
47	4" Sanitary Sewer Service Cleanout (As Detailed)	80	EA	\$ 200.00	\$ 16,000.00	36	\$ 7,200.00				\$7,200.00	45.0%	\$ 8,800.00
48	4" SDR 26 PVC Pipe Sanitary Sewer Service (incl. fittings)(All Depths)	800	LF	\$ 12.00	\$ 9,600.00	171	\$ 2,052.00				\$2,052.00	21.4%	\$ 7,548.00
49	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl. Fittings)(All Depths)	1320	LF	\$ 12.00	\$ 15,840.00	896	\$ 10,752.00				\$10,752.00	67.9%	\$ 5,088.00
50	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl. Fittings)(Bored)	990	LF	\$ 32.00	\$ 31,680.00		\$ -						\$ 31,680.00
51	8"x8"x6" PVC Service Tee	21	EA	\$ 150.00	\$ 3,150.00	7	\$ 1,050.00				\$1,050.00	33.3%	\$ 2,100.00

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Comprehensive Sewer Improvements - Phase XII										Application Number: 10			
Application Period: 5/1/20 to 5/31/20										Application Date: 9-Jun-20			
A					B		C	E	C	D	E	F	
Item		Contract Information				Quantity Previous App	Value Previous	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored	Total Completed and Stored to Date (E+F+G)	% (H / B)	Balance to Finish (B - H)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)								
52	6" Service Insert-a-tee (for 18" PS115 Sewer Lines)	61	EA	\$ 300.00	\$ 18,300.00	33	\$ 9,900.00	9	\$2,700.00		\$12,600.00	68.9%	\$ 5,700.00
	Miscellaneous Construction Items												
53	Water Service Repair (Incl. Service Tubing, Fittings, Corp Stop, Curb Stop, Tapping Saddle, Etc.) (No Meter)(Match Existing Size)(As Directed on Oak Forrest Dr Only)	34	EA	\$ 350.00	\$ 11,900.00		\$ -						\$ 11,900.00
54	Crushed Aggregate (Size 610) for Trench Repair in Paved Areas	640	Ton	\$ 50.00	\$ 32,000.00	2288.49	\$ 114,424.50	25.55	\$1,277.50		\$115,702.00	361.6%	\$ (83,702.00)
55	Select Fill Material (Class 9, Group C), LVM, for Trench Repair in Paved Areas	58200	CY	\$ 7.00	\$ 407,400.00	14358	\$ 100,506.00	1040	\$7,280.00		\$107,786.00	26.5%	\$ 299,614.00
56	Concrete Pavement Repair (All Depths)	380	SY	\$ 50.00	\$ 19,000.00		\$ -						\$ 19,000.00
57	9.5 mm Hot Mix Asphalt	460	Ton	\$ 180.00	\$ 82,800.00		\$ -						\$ 82,800.00
58	19mm Hot Mix Asphalt	430	Ton	\$ 180.00	\$ 77,400.00	20.42	\$ 3,675.60				\$3,675.60	4.7%	\$ 73,724.40
59	Concrete Sidewalk Repair (All Depths)	56	SY	\$ 50.00	\$ 2,800.00		\$ -						\$ 2,800.00
60	Concrete Curb & Gutter (Match Existing Type)	20	LF	\$ 25.00	\$ 500.00		\$ -						\$ 500.00
61	Class "B" Concrete, Minor Structures	2	CY	\$ 1,000.00	\$ 2,000.00		\$ -						\$ 2,000.00
62	Reinforcing Steel	76	LBS	\$ 2.00	\$ 152.00		\$ -						\$ 152.00
63	Inlet Castings	444	LBS	\$ 3.00	\$ 1,332.00		\$ -						\$ 1,332.00
64	12" Corrugated HDPE Pipe (Dual Wall)(Incl. Bedding)	352	LF	\$ 38.00	\$ 13,376.00		\$ -						\$ 13,376.00
65	15" Corrugated HDPE Pipe (Dual Wall)(Incl. Bedding)	8	LF	\$ 50.00	\$ 400.00		\$ -						\$ 400.00
66	18" Corrugated HDPE Pipe (Dual Wall)(Incl. Bedding)	8	LF	\$ 60.00	\$ 480.00		\$ -						\$ 480.00
67	15" Reinforced Concrete Pipe (Class III)(Rubber Gaskets)	16	LF	\$ 48.00	\$ 768.00		\$ -						\$ 768.00
68	18" Reinforced Concrete Pipe (Class III)(Rubber Gaskets)	8	LF	\$ 58.00	\$ 464.00		\$ -						\$ 464.00
69	24" Reinforced Concrete Pipe (Class III)(Rubber Gaskets)	32	LF	\$ 68.00	\$ 2,176.00		\$ -						\$ 2,176.00
70	15" Reinforced Concrete Pipe Flared End Section	1	EA	\$ 1,200.00	\$ 1,200.00		\$ -						\$ 1,200.00
71	Removal of Existing Pipe Drains (All Sizes and Depths)	230	LF	\$ 4.00	\$ 920.00		\$ -						\$ 920.00
72	Removal of Existing Corrugated HDPE Pipe (All Sizes and Depths) and Reset	432	LF	\$ 4.00	\$ 1,728.00		\$ -						\$ 1,728.00
73	Remove, Salvage and Reset Existing Wood Fence	40	LF	\$ 25.00	\$ 1,000.00		\$ -						\$ 1,000.00
74	Remove, Salvage and Reset Existing Chain Link Fence	40	LF	\$ 35.00	\$ 1,400.00		\$ -						\$ 1,400.00
75	6" Yellow Thermoplastic Detail Traffic Stripe	150	LF	\$ 20.00	\$ 3,000.00		\$ -						\$ 3,000.00
76	Legend White Thermoplastic Traffic Marking (6" Equivalent)	148	LF	\$ 20.00	\$ 2,960.00		\$ -						\$ 2,960.00

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Comprehensive Sewer Improvements - Phase XII										Application Number: 10			
Application Period: 5/1/20 to 5/31/20										Application Date: 9-Jun-20			
A					B		C	E	C	D	E	F	
Item		Contract Information				Quantity Previous App	Value Previous	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored	Total Completed and Stored to Date (E+F+G)	% (H / B)	Balance to Finish (B - H)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)								
77	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	5530	SY	\$ 6.00	\$ 33,180.00		\$ -						\$ 33,180.00
78	Landscape Restoration (Incl. Top Soil, Plants, Mulch, Watering, etc.)	1500	SF	\$ 6.00	\$ 9,000.00		\$ -						\$ 9,000.00
79	Clearing and Grubbing	1	LS	\$ 5,000.00	\$ 5,000.00	0.75	\$ 3,750.00				\$3,750.00	75.0%	\$ 1,250.00
80	Temporary Erosion Control	1	LS	\$ 20,000.00	\$ 20,000.00	0.462	\$ 9,240.00				\$9,240.00	46.2%	\$ 10,760.00
81	Maintenance of Traffic	1	LS	\$ 60,000.00	\$ 60,000.00	0.462	\$ 27,720.00	0.061	\$3,660.00		\$31,380.00	52.3%	\$ 28,620.00
82	Mobilization	1	LS	\$ 185,000.00	\$ 185,000.00	1	\$ 185,000.00				\$185,000.00	100.0%	\$ -
	Totals				\$ 1,913,694.00		\$ 889,679.70		\$111,515.30		\$1,001,195.00	52.3%	\$ 912,499.00

2



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

June 4, 2020
Project No: 1273-S015
Invoice No: 21484

Project Manager Kyle Wallace

Project 1273-S015 COMSWIP Sewer Phase XII - Cross Creek Pkwy Sewer Pump Station

Professional Services from June 1, 2020 to June 30, 2020

Construction Cost 1,295,768.00
Fee Percentage 9.00
Total Fee 116,619.12

Billing Phase	Percent of Fee	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Design Phase Services	100.00	116,619.12	100.00	116,619.12	45,262.40	71,356.72
		Totals		116,619.12	45,262.40	71,356.72
		Total Fee				71,356.72
				Total this Invoice		\$71,356.72

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

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

May 28, 2020
Project No: 1273-S010
Invoice No: 21449

Project Manager John Weeks

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

Professional Services from April 26, 2020 to May 23, 2020

Phase CM Construction Phase Services

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Simmons, Skyler	2.00	90.00	180.00	
Sullivan, Richard	2.00	105.00	210.00	
RESIDENT PROJECT REPRESENTATIVE				
Phillips, Michael	17.00	85.00	1,445.00	
JUNIOR RESIDENT PROJECT REPRESENTATIVE				
Broome, Blake	17.00	45.00	765.00	
PROJECT ENGINEER				
Weeks, John	11.00	175.00	1,925.00	
Totals	49.00		4,525.00	
Total Labor				4,525.00
		Total this Phase		\$4,525.00
		Total this Invoice		\$4,525.00

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

4



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

May 28, 2020
Project No: 11254
Invoice No: 21457

Project Manager Kyle Wallace

Project 11254 Infrastructure Improvements on N 40th & N 39th Avenues

Professional Services from April 26, 2020 to May 23, 2020

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Simmons, Skyler	28.00	90.00	2,520.00	
Sullivan, Richard	.50	105.00	52.50	
RESIDENT PROJECT REPRESENTATIVE				
Phillips, Michael	6.00	85.00	510.00	
PROJECT ENGINEER				
Wallace, Kyle	4.00	175.00	700.00	
Totals	38.50		3,782.50	
Total Labor				3,782.50
		Total this Invoice		\$3,782.50

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

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MB 2012-1/34

5



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

May 28, 2020
Project No: 11256
Invoice No: 21458

Project Manager Kyle Wallace
Project 11256 CIPP Sewer in Various Locations

Professional Services from April 26, 2020 to May 23, 2020

Phase CM Construction Phase Services

Professional Personnel

	Hours	Rate	Amount	
RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	1.00	85.00	85.00	
PROJECT ENGINEER				
Wallace, Kyle	7.00	175.00	1,225.00	
Weeks, John	4.50	175.00	787.50	
Totals	12.50		2,097.50	
Total Labor				2,097.50
		Total this Phase		\$2,097.50
		Total this Invoice		\$2,097.50

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

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093695.7220.75
MB 2011-4/89-110

6



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

May 28, 2020
Project No: 1273-S012
Invoice No: 21462

Project Manager Kyle Wallace

Project 1273-S012 COMSWIP Sewer Improv. Phase XII - J Ed Turner & Forrest Ave.

Professional Services from April 26, 2020 to May 23, 2020

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	10.00	85.00	850.00	
Tingle, William	73.00	95.00	6,935.00	
JUNIOR RESIDENT PROJECT REPRESENTATIVE				
Broome, Blake	10.50	45.00	472.50	
PROJECT ENGINEER				
Wallace, Kyle	6.50	175.00	1,137.50	
Totals	100.00		9,395.00	
Total Labor				9,395.00
		Total this Phase		\$9,395.00
		Total this Invoice		\$9,395.00

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

093695.2220.14
MB 2011-4/89-110

7



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

May 28, 2020
Project No: 1273-W007
Invoice No: 21463

Project Manager Kyle Wallace

Project 1273-W007 ComSWIP Water Phase II - Palmers Crossing

Professional Services from April 26, 2020 to May 23, 2020

Phase CM Palmer's Crossing - Construction Phase

Professional Personnel

	Hours	Rate	Amount	
AUTO CAD TECHNICIAN				
Sullivan, Richard	1.00	85.00	85.00	
PROJECT ENGINEER				
Wallace, Kyle	4.50	150.00	675.00	
Totals	5.50		760.00	
Total Labor				760.00
Total this Phase				\$760.00
Total this Invoice				\$760.00

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

093695.7245.51
MB 2011-4/89-110

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8



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

May 28, 2020
Project No: 1273-W013.001
Invoice No: 21464

Project Manager Kyle Wallace

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

Professional Services from April 26, 2020 to May 23, 2020

Phase CM Construction Management

Professional Personnel

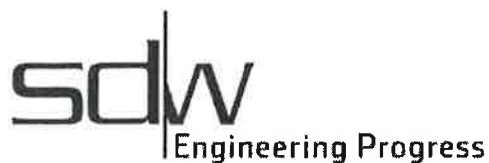
	Hours	Rate	Amount	
CADD TECHNICIAN I				
Sullivan, Richard	1.00	105.00	105.00	
Totals	1.00		105.00	
Total Labor				105.00
		Total this Phase		\$105.00
		Total this Invoice		\$105.00

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

093695.7245.62
MB 2011-4/89-110

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9



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

May 28, 2020
Project No: 11258
Invoice No: 21470

Project Manager Shea McNease

Project 11258 Infrastructure Improvements on Katie Ave & Arledge St

Professional Services from April 26, 2020 to May 23, 2020

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	13.00	85.00	1,105.00	
PROJECT ENGINEER				
McNease, Shea	12.00	175.00	2,100.00	
Totals	25.00		3,205.00	
Total Labor				3,205.00
		Total this Phase		\$3,205.00
		Total this Invoice		\$3,205.00

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

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MB 2018-25



Engineering Progress

June 23, 2020

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

Attn: Lamar Rutland, P.E.

RE: Infrastructure Improvements along North 40th, North 39th Avenue and
Mable Street
City of Hattiesburg

Dear Mr. Rutland:

Enclosed please find Pay Application No. 12 for the above referenced project in the amount of
\$12,775.28.

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

Sincerely,

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

Kyle D. Wallace, P.E.
Project Engineer

/md
Enclosures

cc: Peyton Myers – Myers Underground
Wade Phillips - SDW

RECEIVED
6/23/20

LR

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 of 2

TO OWNER: City of Hattiesburg
200 Forrest St.
Hattiesburg, MS 39401

PROJECT: Infrastructure

Improvements along N. 40th & N. 39th Ave.

APPLICATION NO: 12

Distribution to:

☐ OWNER
☒ ARCHITECT
☐ CONTRACTOR

PERIOD TO:
10/5/19 to 11/22/19

FROM CONTRACTOR:

Myers Underground Utilities

408 Ryan Road

HATTIESBURG, MS 39401

CONTRACT FOR:

VIA ARCHITECT:

Shows Dearman & Wail

Hattiesburg, MS

PROJECT NOS:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 797,010.70
2. Net change by Change Orders	\$ 13,448.54
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 810,459.24
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 735,746.40
5. RETAINAGE:	
a. 5 % of Completed Work (Column D + E on G703)	\$ 36,787.32
b. 5 % of Stored Material (Column F on G703)	\$ 36,787.32
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 73,574.64
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 686,183.80
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 12,775.28
8. CURRENT PAYMENT DUE	\$ 111,500.16
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$

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

CONTRACTOR

By: 

Date: 11-26-2019

State of: MISSISSIPPI

Subscribed and sworn to before me this

Notary Public:

My Commission expires:

County of: Forrest
day of

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 12,775.28

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and online Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: 
By: 

Date: 6-22-2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	
NET CHANGES by Change Order		

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

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

CITY OF HATTIESBURG, MISSISSIPPI

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

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer

The City Council of the City of Hattiesburg, Mississippi (the “City”) acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. **67** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 67 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

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

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **67** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$213,941.00** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **67** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Two Hundred Thirteen Thousand Nine Hundred Forty-One and 00/100 dollars (\$213,941.00)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Regions Bank, as Trustee to disburse funds of Requisition No. **67** in the total aggregate amount **Two Hundred Thirteen Thousand Nine Hundred Forty-One and 00/100 dollars (\$213,941.00)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **7th** day of **July, 2020**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **7th** day of **July, 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, July 7, 2020

Re: Approve Preliminary Engineering Services Contract with Shows, Dearman and Waits, Inc. for the Lincoln Road Drainage Study Project (MDOT Project No. FY-1(110) 107845-101000) and authorize the Mayor to execute in triplicate.
File Number: 2020-415
Minute Book #

Summary

Approve Preliminary Engineering Services Contract with Shows, Dearman and Waits, Inc. for the Lincoln Road Drainage Study Project (MDOT Project No. FY-1(110) 107845-101000) and authorize Mayor to execute in triplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the July 7, 2020 City Council meeting for consideration.

PRELIMINARY ENGINEERING SERVICES CONTRACT

Lincoln Road From Interstate 59 to U.S. Highway 11

FY-1(110) 107845-101000

City of Hattiesburg - Lincoln Road Drainage Study

Forrest and Lamar Counties

This CONTRACT, is made and entered into by and between the *City of Hattiesburg*, a body Politic of the State of Mississippi (the "LPA"), and, *Shows, Dearman & Waits, Inc.* (the "CONSULTANT"), a/an *Corporation*, duly licensed and registered to do business in the State of Mississippi, whose address for mailing is *301 Second Avenue, Hattiesburg, MS, 39401*. This CONTRACT shall be effective as of the latest date of execution below.

WITNESSETH:

WHEREAS, the LPA requires the services of a professional engineering firm for the purposes of *the preparation of a drainage study on the upper end of Lincoln Road*, as provided for in **FY-1(110) 107845-101000**, hereinafter called the "PROJECT"; and

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services as stated above, hereinafter called the "SERVICES"; and

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

WHEREAS, the CONSULTANT herein was selected through a Consultant Selection Process pursuant to the Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory by the LPA; which is now desirous of entering into a CONTRACT;

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

ARTICLE I. GENERAL RECITALS

The CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. SERVICES provided by the CONSULTANT under this CONTRACT shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. In so doing, the CONSULTANT shall comply with all terms of this CONTRACT, including the Scope of Work and other exhibits, to the satisfaction of the LPA, which shall include any special requirements of the LPA. The CONSULTANT shall perform all SERVICES according to the terms of the CONTRACT, including all technical specifications and according to the prevailing industry standards, including standards of conduct and care, format and content.

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

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

ARTICLE II. SCOPE OF WORK

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

ARTICLE III. CONTRACT TERM, TERMINATION

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA (as demonstrated by the issuance of final payment) or until **December 31, 2021**, at 11:59 p.m., whichever comes first, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment for SERVICES rendered prior to the date of termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the reasonable costs, fees and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

Time is of the essence in this CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES by the date of execution of this CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2" which, when approved by final execution of this CONTRACT, shall control the evaluation of the CONSULTANT'S progress on this PROJECT.

The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor and, said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT shall not make any claim, demand or application for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

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

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

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

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a required invoice is attached as "Exhibit 4"). All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. Monthly payments will be made on the basis of a certified time record. The LPA retains the right to verify time and expense records by audit of any or all the CONSULTANT'S time and accounting records at any time during the life of this CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

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

C. Progress Reports

The CONSULTANT shall provide the LPA monthly progress reports on two documents. The first document shall be a narrative outline of work performed during the billing period for which the CONSULTANT has submitted an invoice. The second document shall be a spreadsheet that indicates the amount of progress for each designated "Part" of the Scope of Work of the CONTRACT. If a contract is for a duration of 30 days or less, the provisions of this paragraph are waived. Otherwise, waiver of the provisions of this paragraph shall only be by written consent of the LPA.

D. Record Retention

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

E. Retainage

The LPA shall retain the final 25% of the CONSULTANT'S Fixed Fees until all the deliverables have been received and found acceptable, the final payment request has been received, and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for payment for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims for payment, whether known or unknown, for and on account of said CONTRACT, including payment for all work done, and labor and material furnished in connection with the same. Failure to perform, to the satisfaction of the LPA, all terms of this CONTRACT, which include the Scope of Work and other exhibits, any technical specifications, and special requirements of the LPA, or the CONSULTANT'S failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the CONSULTANT without additional compensation. Neither the LPA's review, approval or acceptance of, nor payment for, the SERVICES required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT, or of any cause of action arising out of the performance of this CONTRACT. The CONSULTANT shall be and remain liable to the LPA for all damages to the LPA caused by the CONSULTANT's negligent acts, errors and/or omissions in the performance of any of the SERVICES furnished under this CONTRACT. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. Notwithstanding inspection and acceptance by the LPA or any provision concerning the conclusiveness thereof, the CONSULTANT represents that SERVICES performed and work product(s) provided under this CONTRACT conform (or exceed) the requirements of this CONTRACT.

The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES being provided under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

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

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, to the satisfaction of the LPA, and shall be responsible for any negligent acts,

errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

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

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

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

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

During construction or any phase of work performed by others based on the services provide by the CONSULTANT for this CONTRACT, the CONSULTANT shall confer with the LPA when requested for the purpose of interpreting the information, clarification of any ambiguities, and/or to correct any negligent acts, error or omission without additional compensation. The CONSULTANT shall prepare any plans or data needed to correct the negligent acts, error or omission without additional compensation, even though acceptance and/or final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes once notified by the LPA so there will be a minimum of delay to the contractor.

When notified by the LPA of potential negligent acts, errors and/or omissions, during the development, construction, or any phase of the project, the CONSULTANT shall establish and maintain cost accounting records to segregate all costs associated with the evaluation and correction of any negligent acts, errors and/or omissions. All costs associated with any negligent acts, errors and/or omissions, including direct or indirect, must be borne by the CONSULTANT. If after written notice from the LPA, the CONSULTANT fails or refuses to correct any negligent acts, errors and/or omissions, the LPA may, by contract or otherwise, correct or replace with similar services and charge to the CONSULTANT the cost occasioned to the LPA thereby, or offset and withhold a sum equal to said cost to the LPA from payments on any existing contract(s) with the CONSULTANT or against any sums due the CONSULTANT under the terms of this CONTRACT or any other active contract(s).

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

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

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

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

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at MDOT's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

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

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

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies

of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

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

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

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

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

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

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

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

ARTICLE XIII. MODIFICATION

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

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of MDOT, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before the modifications, amendments, or addenda become effective.

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

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

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

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

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

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report). The CONSULTANT shall pay all retainage owed to the subconsultant for satisfactory completion of the accepted work within 15 days after receipt of payment.

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

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

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

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

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

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

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

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

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

ARTICLE XVI. PUBLICATION AND PUBLICITY

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

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

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

ARTICLE XVII. CONTRACT DISPUTES

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

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. The CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for compliance with TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. The CONSULTANT shall comply with the provisions set forth in Department of Transportation regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements, 49 CFR, Part 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements (as amended) in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment

eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

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

ARTICLE XX. SEVERABILITY

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

ARTICLE XXI. ENTIRE AGREEMENT

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

ARTICLE XXII. CONFLICT OF INTEREST

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

ARTICLE XXIII. AVAILABILITY OF FUNDS

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

ARTICLE XXIV. STOP WORK ORDER

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

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

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

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

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

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

The CONSULTANT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this CONTRACT or as established in the organizational chart of the CONSULTANT's proposal, shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties:

LPA:

For Contractual Matters:

Mayor Toby Barker
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401
Phone: 601-545-4501
Fax: 601-548-4608
tbarker@hattiesburgms.com

For Technical Matters:

Lamar Rutland, PE
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401
Phone: 601-545-4540
Fax: 601-545-4642
Email: lrutland@hattiesburgms.com

CONSULTANT:

For Contractual Matters:

Nicholas Connolly, PE, PLS
Shows, Dearman & Waits, Inc.
301 Second Ave.
Hattiesburg, MS 39401
Phone: 601-544-1821
Fax:
Email: nick@sd-w.com

For Technical Matters:

Nicholas Connolly, PE, PLS
Shows, Dearman & Waits, Inc.
301 Second Ave.
Hattiesburg, MS 39401
Phone: 601-544-1821
Fax:
Email: nick@sd-w.com

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

P.E. # 12791
Surveyor # 2973

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

P.E. # 12791
Surveyor # 2973

ARTICLE XXVI. AUTHORIZATION

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

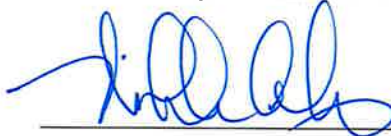
WITNESS this my signature in execution hereof, this the ____ day of _____, 20__.

City of Hattiesburg

Toby Barker, Mayor

WITNESS this my signature in execution hereof, this the 22nd day of May, 2020.

Shows, Dearman & Waits, Inc.



Nicholas Connolly, PE, PLS

ATTEST: *Mallory Davis*

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

LIST OF EXHIBITS

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

EXHIBIT 1

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

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

MINUTES OF A SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF SHOWS, DEAMAN & WAITS, INC.
HELD MAY 22, 2020

A special meeting of the Board of Directors of Shows, Dearman & Waits, Inc. was held at the office of the corporation in Hattiesburg, Mississippi on May 22, 2020 pursuant to a Waiver of Notice signed by all the Directors.

Directors present were Nicholas M. Connolly, Shea E. McNease, and John T. Weeks. John T. Weeks served as Chairman of the meeting and Rene' R. Culpepper served as Secretary.

The Chairman brought to discussion the suggestion that Shows, Dearman & Waits, Inc. allow Nicholas M. Connolly to be authorized to sign the Preliminary Engineering Services Contract with the City of Hattiesburg for Engineering Professional Services relating to the planning phase of the City of Hattiesburg - Lincoln Road Drainage Study [FY-1(110) 107845-101000] on Lincoln Road From Interstate 59 to U.S. Highway 11 in Forrest and Lamar Counties. After discussion, the recommendation was unanimously adopted as follows:

"RESOLVED, that the officers of the corporation agree to allow Nicholas M. Connolly authorization to sign the Preliminary Engineering Services Contract with the City of Hattiesburg for Engineering Professional Services relating to the planning phase of the City of Hattiesburg - Lincoln Road Drainage Study [FY-1(110) 107845-101000] on Lincoln Road From Interstate 59 to U.S. Highway 11 in Forrest and Lamar Counties."

There being no further business, the meeting was adjourned.



René R. Culpepper, Secretary



John T. Weeks, Chairman

EXHIBIT 2
SCOPE OF WORK

Insert the Scope of Work here

{NOTE: SCOPES OF WORK MUST BE DETAILED – INCLUDE TERMINI}

{ATTACH THE PROGRESS SCHEDULE AT THE BACK OF THIS EXHIBIT – SEE ARTICLE IV}

SCOPE OF WORK

This CONSULTANT shall provide all necessary professional services required to complete a corridor planning study of the effects of possible transportation improvements to the Lincoln Road corridor from 40th Avenue to 28th Avenue, to tie into an existing proposed concept along Lincoln Road from 28th Avenue to U.S. Highway 11. The corridor study will include a feasibility study and an analysis of drainage options. The project location for these services includes **Lincoln Road between Interstate 59 and U.S. Highway 11** in Forrest and Lamar Counties. The CONSULTANT shall prepare the study as indicated in the LPA Project Development Manual.

The feasibility study will consider at least 2 alternatives for a future roadway expansion as well as the no-build alternative. The future roadway expansion would involve the widening of Lincoln Road from Interstate 59 to U.S. Highway 11 (Broadway Drive). This study would consider the section from Interstate 59 to 28th Avenue with the incorporation of existing data from 28th Avenue to U.S. Highway 11.

The drainage analysis would explore how the Lincoln Road expansion would contribute to flooding in the vicinity, including investigating the theory that a drainage project in the area focused on some retention/detention methods could offset runoff from road expansion.

The following engineering services shall be performed by the CONSULTANT on behalf of the Local Public Agency (LPA) in accordance with this CONTRACT at the direction of the LPA, unless otherwise modified by the Mississippi Department of Transportation (MDOT).

A project schedule is required. Work progression is to proceed in accordance with the attached agreed project schedule. The following engineering services shall be performed by the CONSULTANT in accordance with this CONTRACT.

A monthly status report along with an updated project schedule is required. This report is to be submitted by the 7th of each month to the LPA for their signature and then submitted to the MDOT Planning Coordinator. This monthly report is to be submitted by the CONSULTANT and will update the LPA on the status of the project. Recent milestones in plan development, such as the submittal of plans for review, shall be documented. Also, the target dates for the future milestones should be included.

TYPICAL ITEMS/MATERIALS PROVIDED BY THE LPA:

Based upon availability, the LPA will provide within normal resources of the LPA, the following:

1. Maps, aerial photographs, and other cartographic items as may be available;
2. Available old construction plans, drawings, and maps pertinent to the project;
3. Available traffic growth rates, design and peak hour factors;
4. Copies of the MDOT publications, regulations, and standards, as applicable;
5. Copies of previous studies/analyses, environmental assessments, conceptual plan, and other information pertaining to the project;

6. Names, addresses, and telephone numbers of points of contact which may prove useful to the CONSULTANT in conducting this analysis;
7. A single point of contact within the LPA for day-to-day coordination of each CONTRACT; and
8. Computer files (depending on availability) may include Computer Aided Design and Drafting (CADD) files, GIS data, or Survey Control Points set by other Surveyors on or near the project employed by the LPA.

GENERAL REQUIREMENTS:

As directed, the CONSULTANT shall provide engineering/technical assistance to perform specific assignments requiring needed expertise or staff resources unavailable to the LPA.

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

Hydraulic design shall conform to the MDOT's Roadway Design Manual, 23 CFR 625, 630 AND 650, 44 CFR Part 60.3(d)(3), the Floodplain Management Regulations for the State of Mississippi (Chapter 5, General laws of 1979, 1st Extraordinary session of the State, as amended) and Federal Emergency Management Agency (FEMA) regulations and any other State or Federal regulations as appropriate.

This project shall be performed using English units, unless stated otherwise by the MDOT.

The CONSULTANT shall not begin work in any phase of this CONTRACT until a written NOTICE TO PROCEED (NTP) for that individual phase has been issued. The LPA reserves the right to not issue an NTP until work in the previous phase has been completed.

CORRIDOR STUDY

A. FEASIBILITY STUDY

1. Data Compilation

The CONSULTANT will meet with the City of Hattiesburg and MDOT staff to obtain and organize readily available information in regards to the existing conditions of the study area. This will include review of plans, previous studies, relevant legislation, and other relevant documents. The CONSULTANT will further utilize online mapping, historical documentation, topographic maps, environmental data, infrastructure mapping, and other information to develop a baseline of the current conditions.

2. Engineering Criteria

The CONSULTANT shall evaluate the No Build alternative with regard to traffic volume, need and deficiencies.

The CONSULTANT shall research local ordinances and plans to determine requirements for a typical section and develop up to three (3) alternative typical sections accordingly.

Any sections dismissed for further evaluation will be documented for inclusion in the report. During the evaluation of each section the CONSULTANT will consider special design considerations, road access, and environmental issues. The CONSULTANT shall review the sections to determine the effects flood plain criteria may place on each alternative.

3. Engineering Concepts

The CONSULTANT shall utilize standard FHWA guidelines, available historical traffic counts, HPFL MPO's Travel Demand Model to estimate traffic growth rates, design and peak hour factors provided by the LPA to forecast future traffic volume demands for the following scenarios. No new traffic counts will be conducted.

- A. Existing Base Year
- B. 2025 No Build
- C. 2025 Build
- D. 2045 No Build
- E. 2045 Build

The CONSULTANT shall conduct operational and capacity analysis for the above-mentioned base year and future year scenarios using the developed traffic volume demands to identify needs and then develop concepts to address the identified needs. Synchro and HCS software will be used for this analysis at the following locations.

- 1. Lincoln Road at South 40th Avenue
- 2. Lincoln Road at South 34th Avenue
- 3. Lincoln Road at South 28th Avenue
- 4. Lincoln Road at U.S. Highway 11

The CONSULTANT shall prepare a traffic study report summarizing the findings of the investigation.

B. DRAINAGE ANALYSIS

In the vicinity of the Innswood neighborhood, and along this section of Lincoln Road, Gordon's Creek creates a FEMA flood zone. Any expansion of Lincoln Road is likely to exacerbate the flooding issue for properties in the immediate vicinity.

The study would explore how the Lincoln Road expansion would contribute to flooding in the vicinity, including investigating the theory that a drainage project in the area focused on some retention/detention methods could offset runoff from road expansion. This would include the surveying of existing natural and man-made features; the study of how they impact water flow

now and how that would change if Lincoln Road was widened; the comparison of various retention/detention scenarios (including no-build); and a recommended alternative.

As part of the drainage analysis the CONSULTANT shall conduct an H&H Study.

The H&H study shall include channels, culverts, energy dissipaters, storm drainage systems, and storage facilities in conformance with the MDOT Roadway Design Manual, AASHTO Drainage Manual, FHWA Hydraulic Engineering Circulars and Publications, 23 CFR 625, 630 and 650, 44 CFR Part 59-78, the Floodplain Management Regulations for the State of Mississippi (Chapter 5, General Laws of 1979, 1st Extraordinary Session of the State, as amended and supplemented from time to time), National Flood Insurance Program (NFIP) regulations, and Federal Emergency Management Agency (FEMA) regulations and any other applicable Laws.

Major reference publications (latest editions and interim revisions) for hydraulic design of highways are as follows (but not limited to):

1. FHWA Publication Hydraulic Design of Highway Culverts, Hydraulic Design Series Number 5 (HDS-5)
2. FHWA Publication Hydraulic Design of Energy Dissipators for Culverts and Channels, Hydraulic Engineering Circular No. 14 (HEC-14).
3. FHWA Publication Design of Roadside Channels with Flexible Linings, Hydraulic Engineering Circular No. 15 (HEC-15).
4. FHWA Publication Urban Drainage Design Manual, Hydraulic Engineering Circular No. 22 (HEC-22).

The hydraulic analysis shall be performed using a nationally recognized and readily available computer program for determination of design requirements. Acceptable software for drainage design applications may include HY-8 Culvert Hydraulic Analysis Program, FHWA Hydraulic Toolbox, HEC-RAS, PondPack, StormCAD, StreamStats, HEC-HMS, WMS, and SMS.

The CONSULTANT shall obtain the step-backwater hydraulic model for the specified stream and community from FEMA. Modification of this input data will be used to determine whether the proposed development will impact the pre-project base flood elevations, regulatory floodway elevations, or regulatory floodway widths.

For structures with drainage areas less than 1000 acres, the design flood for encroachments by through lanes of Interstate highways shall not be less than the flood with a 2 percent chance of being exceeded in any given year per 23 CFR 650.115. Further design flood classifications and standards are specified in the Roadway Design Manual.

The project is located in or across a FEMA regulatory floodway and base flood elevations have been determined as noted on the NFIP maps. Therefore, the CONSULTANT should consider the costs for the documentation necessary for either the "No-Rise/No-Impact" Certification or the CLOMR and LOMR application, and collect as much of the data as possible for the future design consultant to make the certification/application.

FIELD SURVEY

The CONSULTANT shall survey the project utilizing standard surveying practices as required to prepare the study in accordance with the current MDOT Design Manual. The work shall be performed in accordance with the current MDOT Survey Manual, unless specifically excepted, and with any additional instructions or requests as specified by the LPA, including the following:

A. Survey and Control

1. Document "good faith" efforts to notify the property owners prior to entering upon the property for survey purposes;
2. Establish horizontal and vertical control in accordance with the MDOT Survey Manual;
3. Perform hydraulic survey according to the MDOT Survey Manual;
4. Perform topographic survey as required to determine pipe inverts, existing roadway elevations, channel cross-sections, etc. in accordance with the MDOT Survey Manual;
5. In the case of any discrepancy or ambiguity between the MDOT Survey Manual, the Mississippi Board's "Standards of Practice" or specifications listed within this CONTRACT the CONSULTANT shall adhere to the most stringent requirement for the specific task in question, unless otherwise directed in writing by a representative of the MDOT authorized to make alterations to this CONTRACT.

B. Survey Data Submittal

1. At the end of the study, the CONSULTANT shall submit two copies of a CD containing the following information (This is in addition to the CADD files required to be submitted):
 - a) An ASCII file containing the horizontal and vertical control point information established by the consultant. Naming of the file shall be firm's name_fms#_detail code#_Control.txt. File format shall be point number, northing, easting, elevation, and point description.
 - b) An ASCII file containing all topographic points collected for the project. Naming of the file shall be firm's name_fms#_detail code#_topo.txt. File format shall be point number, northing, easting, elevation, point code, line code: point description.

C. Survey Requirements

Surveys shall at all times comply with the following:

1. MDOT Survey Manual;
2. Mississippi Board of Registration for Professional Engineers and Land Surveyor's "Standards of Practice for Surveying" in Mississippi. All traverses and right of way

monument locations (being set) shall meet with Class "A" of the standards of practice specifications and traverses shall be properly adjusted according to good surveying practices. Side ties or other locations of improvements or features shall meet the class specification normally required by said minimum standards;

3. Land Surveying laws as defined in the Mississippi Code of 1972 as well as current case law including interpretations of those laws by the judicial branches of the United States and State of Mississippi governments;
4. Local Zoning and Subdivision laws and regulations in the project area. (Properties falling within the required right of way are not subject to these regulations. However, the remainder portion of the original tract may be affected by the MDOT acquisitions.); and
5. Specific instructions as required by the Mississippi Department of Transportation on individual Projects.

SUBMITTALS

A. Draft Report

The Feasibility Study and Drainage Analysis will be combined into a "Draft Corridor Study and Recommendations" report in accordance with the LPA's format. The draft submittal of the "Draft Corridor Study and Recommendations" shall consist of a color PDF of the report, and shall be disseminated to the City of Hattiesburg, the HPFL MPO, and MDOT electronically.

The CONSULTANT shall submit the "Draft Corridor Study and Recommendations" report to the LPA and MDOT for review and comment.

The draft submittal shall include all computations, supporting data and documentation, for all studied alternatives, including but not limited to:

1. **FINANCIAL FEASIBILITY ANALYSIS:** The CONSULTANT will provide the financial feasibility calculations and benefit cost analysis for alternatives including the No Build Alternative.
2. **TRAFFIC STUDY:** The CONSULTANT shall provide the traffic study report summarizing the findings of the investigation.
3. **HYDRAULIC MODELS AND CALCULATIONS:** Hydraulic models shall be provided when required. Input and output from software and any other calculations used in hydraulic design shall be provided.
4. **DRAINAGE ANALYSIS:** Reports shall be provided when required, and shall be signed and sealed by the CONSULTANT's engineer.

The CONSULTANT will allow approximately three (3) weeks for review by the LPA and MDOT in their progress schedule unless indicated otherwise. Upon completion of the review by the MDOT, comments shall be provided to the CONSULTANT.

B. Public Meeting

Upon the review of the "Draft Corridor Study and Recommendations" report by the LPA and MDOT, at least one (1) public meeting will be held where stakeholders will be presented with the preliminary findings of the study. The public will then be provided the opportunity to comment and provide input. The CONSULTANT will take all input into consideration as revisions are made to the report.

C. Draft Final Report

Upon completion of the public meeting the public comments will be incorporated into a "Draft Final Corridor Study and Recommendations" report. This report will be delivered, to the HPFL MPO, in bound hard copy form and shall include ten (10) copies. The HPFL MPO will then consider the report at a regularly scheduled MPO meeting, and provide comments on the report to the CONSULTANT.

D. Final Report

Once comments from the MPO are received a "Final Corridor Study and Recommendations" report will be completed by the CONSULTANT. The CONSULTANT will produce ten (10) bound hard copies of the "Final Corridor Study and Recommendations" report for delivery to the HPFL MPO, and provide five (5) bound hard copies to the City of Hattiesburg. The CONSULTANT will also provide digital copies of the report.

The CONSULTANT shall submit the "Final Corridor Drainage Study and Recommendations" report to MDOT electronically.

One (1) complete set of the "Final Corridor Drainage Study and Recommendations" report, analysis computations, supporting data and reports shall be submitted to the MDOT after all changes from MDOT's review have been made. This submittal shall include but is not limited to: 1) Model input and output; 2) Computations; 3) Supporting drawings; and 4) All correspondence with governmental and regulatory agencies regarding levees and water crossings. As a FEMA regulatory floodway is involved, the CONSULTANT shall also submit a copy of the following as appropriate: 1) FEMA flood study data; 2) Topographic maps showing revised floodway and floodplain boundaries (when directed by the MDOT); and 3) All correspondence with FEMA and the Community Floodplain Administrator.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee basis with an upset limit of **\$215,017.98** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT'S fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES, which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this CONTRACT. Accordingly, direct salaries chargeable to this CONTRACT shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT'S allowable indirect costs attributable to this CONTRACT.

Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT'S profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for SERVICE will not be exceeded for all work under this CONTRACT:

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing SERVICES reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this CONTRACT.

Upon MDOT's request, all charges for SERVICES must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with LPA. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

Final payment of the overhead rate costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow this CONTRACT'S cost to exceed the maximum limitation stated. Said audit of

the CONSULTANT will be conducted by the LPA, or the LPA'S designated auditor at the conclusion of this CONTRACT in accordance with Federal and the LPA requirements.

All overhead rates submitted to MDOT for approval shall comply with the current edition of the AASHTO Audit Guide, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. This policy will include no meal reimbursement when there is no overnight stay. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).**

All direct costs must be substantiated by supporting data in accordance with the MDOT State Travel Handbook, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Fixed Fee:

The CONSULTANT'S fixed fee shall be \$19,203.20, which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this assignment exceed \$215,017.98 (Total of all Charges) without the prior written consent of both parties.

FEE AND EXPENSE SUMMARY

	Primes Labor Cost & Overhead	Primes Direct Costs	Primes Fixed Fee	Sub-Consultants	Project Total
Project Total	160,034.28	0.00	19,203.20	35,780.50	215,017.98

EXHIBIT 4
SAMPLE CSU-001 – COST PLUS FIXED FEE

LPA-C-SU-001 For LPA's

REV 4/01/2018

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
MIDOT REIMBURSEMENT ESTIMATE - RECAP SHEET

Date Processed January 0, 1900

Vendor Number

3100000000

Project No.

County

1

•

PO No 3941

Invoice Number :

U

Sheet No.

1

In Account With

Address95

5

Contract Number:

\$000000 \$000000

Surgery

1

(continued)

[illegible]

[illegible]

EXHIBIT 4

SAMPLE INVOICE - COST PLUS FIXED FEE

LOCAL PUBLIC AGENCY

ADDRESS

CITY, STATE, ZIP CODE

DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000

PERIOD _____, 20__ THROUGH _____, 20__

PROFESSIONAL SERVICES IN ACCORDANCE WITH

CONTRACT DATED _____, 20__, AS RELATES TO

PROJECT NO. _____ IN _____ COUNTY, HIGHWAY _____.

CONSULTANT:

CUSTOMER NUMBER 0000000000

FILE NUMBER 000-000000

REPORT NUMBER: 000 through 000

FMS NUMBER 000000-000000LPA

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE_____
DIRECT SALARIES	\$	\$	\$
* PAYROLL ADDITIVE (less FCCM)	\$	\$	\$
FIXED FEE			
(% complete X total fee less amounts previously paid - not to exceed 75%)	\$	\$	\$
PAYROLL ADDITIVE w/ FCCM only	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$
AMOUNT DUE THIS INVOICE:	\$	\$	\$

NOTE:

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

SUPPORTING DATA

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

<u>Employee and Classification</u>	<u>Pay Period Date</u>	<u>Rate of Pay</u>	<u>Period Hours</u>	<u>Period Costs</u>	<u>Period Costs</u>	<u>To Date</u>
DIRECT LABOR AND DIRECT COSTS						
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Designer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Technician		0.00	0.0	0.00	0.00	0.00
Sub Total			0.0	0.00	0.00	0.00
Payroll Additives				0.00	0.00	0.00
Total Labor				0.00	0.00	0.00
Fixed Fee				0.00	0.00	0.00
Direct Costs				0.00	0.00	0.00
Subconsultant(s)				0.00	0.00	0.00
Project Total				0.00	0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT, and WORKER VISIBILITY

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

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

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

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

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

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

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers

shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

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

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the SERVICES of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

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

SO CERTIFIED this 22nd day of May, 2020.

ATTEST: James McEnell

My Commission Expires: 12-16-23

Shows, Dearman & Waits, Inc.

Nicholas PLS



EXHIBIT 7

CERTIFICATION OF THE LPA

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

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

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

City of Hattiesburg

Toby Barker, Mayor

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with Senate Bill 2988 from the 2008 Mississippi Legislative Session, "Mississippi Employment Protection Act," as published in Laws, 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L.99-603,100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this Contract.

138162

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:

Nicholas Connolly
Authorized Officer or Agent

5/22/2020
Date

Nicholas Connolly
Printed Name of Authorized Officer or Agent

Vice President
Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 22 day of May, 2020.



Mallory Davis
NOTARY PUBLIC

My Commission Expires: 12/16/23

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

Summary

Lincoln Road from Interstate 59 to U.S. Highway 11

Forrest & Lamar Counties

Project Number FY-1(110) / 107845-101000

Shows, Dearman & Waits, Inc.

5/22/2020

	Man-Hours	Sub-Consultants Fee	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
Activation	8		\$293.28	\$326.63	\$0.03	\$619.94		\$74.39	\$694.32
Traffic Study	20	\$35,780.50	\$961.60	\$1,070.93	\$0.10	\$2,032.63		\$243.90	\$38,057.03
Hydraulics	302		\$19,595.36	\$21,823.35	\$1.96	\$41,420.67		\$4,970.25	\$46,390.92
Survey	918		\$54,859.04	\$61,096.51	\$5.49	\$115,961.04		\$13,914.67	\$129,875.71
Total	1248	\$35,780.50	\$75,709.28	\$84,317.43	\$7.57	\$160,034.28		\$19,203.20	\$215,017.98

Grand Total \$215,017.98

Activation Sheet
Lincoln Road from Interstate 59 to U.S. Highway 11
Forrest & Lamar Counties
Project Number FY-1(110) / 107845-101000
Shows, Dearman & Waits, Inc.
5/22/2020

MDOT Process Item Description	No.	Estimated Hours								Total Hours
	Sheets	Project Engineer	Engineer Intern	Graduate Engineer	Survey Party Chief	Survey Technician 1	Survey Technician 2	Lead Draftsman / Prof. Surveyor	Draftsman	
Project Activation										
LPA 100										
LPA 700/800										
Kickoff Meeting		4.0	4.0							8.0
Quality Control										
Total Hours		4.0	4.0							8.0

Raw Labor Rates	\$48.08	\$25.24	\$22.71	\$27.50	\$18.00	\$13.00	\$33.00	\$21.50	
Labor Cost	192.3	101.0							293.28
					Overhead	%	111.37%		\$326.63
					Fixed Fee	%	12.00%		\$74.39
					FCCM Overhead	%	0.01%		\$0.03

Direct Costs:

Mileage
Meals
Lodging
Postage
Supplies
Reproductions
Other

¹ See State Travel Handbook

Qty. Unit Price¹

Total Direct Costs:

Prime Total \$694.32

Subconsultant A
Subconsultant B
Subconsultant Total

Project Total \$694.32

Traffic Study Sheet
Lincoln Road from Interstate 59 to U.S. Highway 11
Forrest & Lamar Counties
Project Number FY-1(110) / 107845-101000
Shows, Dearman & Waits, Inc.
5/22/2020

MDOT Process / Item Description	Estimated Hours								Total Hours
	Project Engineer	Engineer Intern	Graduate Engineer	Survey Party Chief	Survey Technician 1	Survey Technician 2	Lead Draftsman / Prof. Surveyor	Draftsman	
1.0 Traffic Study Report									
1.1 Data Acquisition	4.0								4.0
1.2 No Build and Build Traffic Assignments and Forecasting (Existing, 2025 and 2045)									0.0
1.3 Intersection and Roadway Analyses									0.0
1.3a Existing									0.0
1.3b 2025 No Build									0.0
1.3c 2025 Build (2 Alternatives)									0.0
1.3d 2045 No Build									0.0
1.3e 2045 Build (2 Alternatives)									0.0
1.4 Traffic Study Report									0.0
1.4a Draft Traffic Study Report	4.0								4.0
1.4b Final Traffic Study Report	4.0								4.0
2.0 Meetings									0.0
2.1 One (1) Public Meeting	8.0								8.0
Total Hours	20.0								20.0

Raw Labor Rates	\$48.08	\$25.24	\$22.71	\$27.50	\$18.00	\$13.00	\$33.00	\$21.50	\$961.60
Labor Cost	\$961.60								
Overhead							%	111.37%	\$1,070.93
Fixed Fee							%	12.00%	\$243.90
FCCM Overhead							%	0.01%	\$0.10

Direct Costs: Qty. Unit Price¹

Mileage
Meals
Lodging
Postage
Supplies
Reproductions
Other

¹ See State Travel Handbook

Total Direct Costs:

Prime Total	\$2,276.53
Subconsultant A (NSI)	\$35,780.50
Subconsultant B	
Subconsultant Total	\$35,780.50
Project Total	\$38,057.03

Traffic Study Sub-Consultant Sheet
Lincoln Road from Interstate 59 to U.S. Highway 11
Forrest & Lamar Counties
Project Number FY-1(110) / 107845-101000
Neel-Schaffer, Inc.
5/22/2020

MDOT Process / Item Description	Estimated Hours								Total Hours
	Principal	Supervisor / Engineer	Professional Engineer	Planner	Pre-Professional	Senior Technician	Admin.		
1.0 Traffic Study Report									
1.1 Data Acquisition		2.0	8.0						10.0
1.2 No Build and Build Traffic Assignments and Forecasting (Existing, 2025 and 2045)		4.0	40.0	32.0					76.0
1.3 Intersection and Roadway Analyses									0.0
1.3a Existing		2.0	6.0		12.0				20.0
1.3b 2025 No Build		1.0	6.0		12.0				19.0
1.3c 2025 Build (2 Alternatives)		2.0	6.0		20.0				28.0
1.3d 2045 No Build		1.0	6.0		12.0				19.0
1.3e 2045 Build (2 Alternatives)		2.0	6.0		20.0				28.0
1.4 Traffic Study Report									0.0
1.4a Draft Traffic Study Report	1.0	2.0	32.0		24.0		2.0		61.0
1.4b Final Traffic Study Report	1.0	2.0	10.0		10.0		1.0		24.0
2.0 Meetings									0.0
2.1 One (1) Public Meeting		1.0	8.0		8.0				17.0
									0.0
Total Hours	2.0	19.0	128.0	32.0	118.0		3.0		302.0

Raw Labor Rates	\$90.00	\$70.00	\$40.00	\$55.00	\$35.00		\$25.00		
Labor Cost	\$180.00	\$1,330.00	\$5,120.00	\$1,760.00	\$4,130.00		\$75.00		\$12,595.00
						Overhead	%	151.75%	\$19,112.91
						Fixed Fee	%	12.00%	\$3,804.95
						FCCM Overhead	%	0.14%	\$17.63
Direct Costs:	Qty.	Unit Price ¹							
Mileage									
Meals									
Lodging									
Postage	1.0	\$50.00	\$50.00						
Supplies									
Reproductions	1.0	\$200.00	\$200.00						
Other									
¹ See State Travel Handbook									
						Total Direct Costs:			\$250.00
						Sub-Consultant Total			\$35,780.50

Hydraulics Sheet
Lincoln Road from Interstate 59 to U.S. Highway 11
Forrest & Lamar Counties
Project Number FY-1(110) / 107845-101000
Shows, Dearman & Waits, Inc.
5/22/2020

MDOT Process/Item Description	No.	Estimated Hours								
	Sheets	Project Engineer	Engineer Intern	Graduate Engineer	Survey Party Chief	Survey Technician 1	Survey Technician 2	Lead Draftsman / Prof. Surveyor	Draftsman	Total Hours
Field Review										
A. Structure Recommendations										
Design recommendations culvert and cross drains										
Drainage details										
B. Storm Sewer Design										
Design data for Structures										
Drainage details										
C. Temporary Drainage Design										
Bioswale Design										
D. Sediment Basin Design										
E. Hydraulic Models and Calculations		40.0	240.0	100.0						
Calculate D.A. & Flow Rate For Cross Drains, Side Drains, & Ditches	20.0	10.0	80.0	40.0						130.0
Develop Storm Drain Models										
F. Hydraulic Report		40.0	80.0	20.0						140.0
G. No-Rise/No-Impact Certification										
Preliminary Erosion Control Sheets										
Typical Sections										
QA Review		32.0								32.0
Cost Estimate										
Office Review										
General Notes										
Summary of Quantities										
Cross-Sections Draw Drainage Structures On Cross-Sections										
Cross-Sections Adjust Cross-Sections for pavement recommendation										
Drainage Detail Sheets (1"=20')										
Draw Storm Drain Inlets & Pipes In Plan/Profile View										
Add Drainage Notes In Plan/Profile View										
Cross Sections										
Erosion Control Details										
Standard Drawings										
Special Design Details										
Special Provisions										
QA Review										
Office Review										
Update opinion of Probable Cost										
Revise plans/special provisions per City comments										
Revise Plans										
Estimated Quantities										
Plan Sheets 1"=20'										
Misc. Details										
Quality Control										
Total Hours	Total Hours	20.0	122.0	400.0	160.0					302.0

Raw Labor Rates
Labor Cost

\$48.08 \$25.24 \$22.71
5865.8 10096.0 3633.6

\$27.50

\$18.00

\$13.00

\$33.00

\$21.50

19,595.36

Overhead % 111.37% \$21,823.35

Fixed Fee % 12.00% \$4,970.25

FCCM Overhead % 0.01% \$1.96

Direct Costs:

Qty. Unit Price¹
Mileage
Meals
Lodging
Postage
Supplies
Reproductions
Other
¹ See State Travel Handbook

Total Direct Costs:

Prime Total \$46,390.92

Subconsultant A
Subconsultant B
Subconsultant Total

Project Total \$46,390.92

Survey Sheet
Lincoln Road from Interstate 59 to U.S. Highway 11
Forrest & Lamar Counties
Project Number FY-1(110) / 107845-101000
Shows, Dearman & Waits, Inc.
5/22/2020

Field Review	MDOT Process / Item Description	Estimated Hours									Total Hours
		No. Sheets	Project Engineer	Engineer Intern	Graduate Engineer	Survey Party Chief	Survey Technician 1	Survey Technician 2	Lead Draftsman / Prof. Surveyor	Draftsman	
	Gather Property Owner Information from Tax Records; Prepare & Send Out Right of Entry Notification Letters (40 Properties)	40.0	10.0						80.0		90.0
	Property Owner Interview & Questionnaire (x Properties)										
	Establish/Verify the Primary Horizontal & Vertical Control	4.0	4.0			24.0	24.0	24.0	32.0		108.0
	Establish Secondary Control Points as a Supplement to the Primary Control										
	Establish and Verify Approx. 20 TBM's (Temporary Benchmarks)	20.0	3.8			60.0	60.0	60.0	30.0		213.8
	Perform Topographic Survey of Main Line (x LF @ y' Intervals)										
	Perform Topographic Survey of road crossings (140 crossings)	140.0	16.5			420.0	420.0	420.0	132.0	131.0	
	Layout and Perform Cross Sections of Main Line (x LF @ y' Intervals)										
	Perform Topographic Survey of Intersecting Streets (x side roads - y LF @ z' Intervals)										
	Layout and Perform Cross Sections of Main Line (x side roads - y LF @ z' Intervals)										
	Traverse, Profile, & Section Major Drainage Channels (40 Locations - 10 within Floodway Limits)	30.0	7.5			120.0	120.0	120.0	60.0		427.5
	Utility Mapping - Locate Underground Utilities per MS, One Call System/Compiling Utility Drawings from Owners - Municipalities										
	Develop Digital Terrain Model										
	Generate Finalized Existing Conditions Drawing										
	Quality Control		15.0			8.0	8.0	8.0	40.0		79.0
	Total Hours	234.0	56.8			632.0	632.0	632.0	374.0	131.0	918.3

Raw Labor Rates	\$48.08	\$25.24	\$22.71	\$27.50	\$18.00	\$13.00	\$33.00	\$21.50	
Labor Cost	2728.5			17380.0	11376.0	8216.0	12342.0	2816.5	54,859.04
						Overhead	%	111.37%	\$61,096.51
						Fixed Fee	%	12.00%	\$13,914.67
						FCCM Overhead	%	0.01%	\$5.49

Direct Costs: Qty. Unit Price¹
Mileage
Meals
Lodging
Postage
Supplies
Reproductions
Other

¹ See State Travel Handbook

Total Direct Costs:

Prime Total \$129,875.71

Subconsultant A
Subconsultant B
Subconsultant Total

--

Project Total \$129,875.71



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, July 7, 2020

Re: Approve renewal of contract (for one year) with CrowderGulf, LLC for Debris Removal services in the event of a disaster and authorize the Mayor to execute in duplicate.
File Number: 2020-412
Minute Book #

Summary

Approve renewal No.1 of 3 possible of Contract with CrowderGulf, LLC for Debris Removal services in the event of a disaster; Authorize Mayor to execute renewal letter in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the July 7, 2020 City Council meeting for consideration.

CrowderGulf

Disaster Recovery and Debris Management

5629 Commerce Boulevard East
Mobile, Alabama 36619

Office: (800) 992-6207
Fax: (251) 459-7433

June 22, 2020

Mr. Lamar Rutland
City Engineer
City of Hattiesburg
212 West Front Street
Hattiesburg, MS 39401

via email: lrutland@hattiesburgms.com

Re: Contract Renewal for Disaster Debris Removal and Disposal Services

Dear Mr. Rutland:

CrowderGulf has been providing the City of Hattiesburg Disaster Debris Removal and Disposal Services per the contract approved at the August 20, 2019 City Council meeting. The contract term will be for one (1) year with the option for three (3) renewals of one (1) year each.

If the City of Hattiesburg is in agreement to renew the existing contract please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement, the contract will continue under the same terms and conditions until its new expiration date of August 19, 2021.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the community of the City of Hattiesburg requests our services. If you have any questions or if we can be of any further assistance please do not hesitate to contact me or Ashley Ramsay-Naile at 800-992-6207 or by e-mail jramsay@crowdergulf.com.

Best regards,



John Ramsay
President

RENEWAL ACCEPTANCE – City of Hattiesburg, MS

Signature

Name/Title

Date



Disaster Recovery & Debris Management

Contact Information

DISASTER ADMINISTRATION OFFICE (DAO)
5629 COMMERCE BOULEVARD EAST
MOBILE, ALABAMA 36619
24 Hours / 7 Days a Week
800-992-6207 Phone
251-459-7433 Fax

**In the event of activation please contact the Disaster
Administration Office (DAO) first 800-992-6207
Please ask for Ashley Ramsay-Naile.**

Official Notices should be sent to
DAO address, DAO fax or jramsay@crowdergulf.com

John Ramsay
President – Director
jramsay@crowdergulf.com

Ashley Ramsay-Naile
Chief Operating Officer/Senior VP.
646-872-1548 Cell
aramsay@crowdergulf.com

Buddy Young
Regional Director
940-597-4252 Cell
byoung@crowdergulf.com

Brian Smallwood
Regional Manager
251-581-5789 Cell
bsmallwood@crowdergulf.com



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, July 7, 2020

Re: Approve Lighting Agreement with MS Power for additional lighting on N. 19th Avenue between W. 4th and W. 7th for a monthly cost increase of \$47.12 and authorize the Mayor to execute the same.

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File Number: 2020-413

Minute Book #

Summary

Approve lighting agreement with MS Power for additional lighting on N. 19th Avenue between W. 4th and W. 7th for a monthly cost increase of \$47.12; Authorize mayor to execute

Recommendation Statement

I recommend approval of this item.

Please place this on the July 7, 2020 City Council meeting for consideration.

DATE: 6/18/20

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 59841-82000

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY, ATTN. :(MPC LIGHTING SERVICES) P.O. Box 4079,

Gulfport, MS 39502 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/EMAIL RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL). Developer understands and agrees that OL provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	RM: 3	19th Ave Between W 4th and W 7th St
150 WATT HPS	RM: 1	includes light at W 7th and 19th
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
LED FIXTURES		
90 WATT LED	IN: 7	Adding 3 additional lights
110 WATT LED	_____	Adding at addresses (518, 530, 542 due to distance between poles)
190 WATT LED	_____	Monthly increase \$47.12
280 WATT LED	_____	_____
OTHER FIXTURES		
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE MAIL OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT.

AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, July 7, 2020

Re: Approve Right-of-Way Easement granting Southern Pine Electric access to provide electrical service to 5 J. Ed Turner Road and authorize the Mayor to execute the same.
File Number: 2020-408
Minute Book #

Summary

Authorize Mayor to execute Right-of-Way Easement granting Southern Pine Electric access to provide electrical service to 5 J. Ed Turner Road.

Recommendation Statement

I recommend approval of this item.

Please place this on the July 7, 2020 City Council meeting for consideration.

**SOUTHERN PINE ELECTRIC
RIGHT-OF-WAY EASEMENT**

STATE OF MISSISSIPPI

FOR OFFICE USE ONLY

WORK ORDER # 1657313

COUNTY OF Forrest Lamar

SECTION 02 T 04N R 14W

KNOW ALL MEN BY THESE PRESENTS, THAT City of Hattiesburg,
whose address is _____,

hereinafter referred to collectively as "Grantor" whether one or more, for and in consideration of the sum of One and No/100 Dollars (\$1.00), and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, does hereby convey and warrant unto Southern Pine Electric, a corporation, whose address is Taylorsville, Mississippi, 39168, hereinafter referred to as "Grantee" and to its successors or assigns, a right-of-way and easement, 30 feet in width, being 15 feet in width on either side of the center line of the first electric distribution or transmission line hereafter located and constructed over, through and across the lands hereinafter described by grantee, the grantee to have the right to select the route of said electric distribution or transmission line over, under, through and across the said lands, said right-of-way and easement being conveyed on, over, under, through and across the following described lands situated in the County of Forrest Lamar, State of Mississippi, to wit:

5 J. Ed Turner Rd
Hattiesburg MS 39402

For the purpose of entering thereon and there over and to place, build construct, operate, repair, maintain, relocate and replace on, over, under, through and across said right-of-way in whole or in part, one or more electric transmission and/or electric distribution lines or systems, inclusive of all poles, guys, anchors, conduits, cables, wires, transformers, crossarms, appliances, and equipment appurtenant thereto, with the right to cut and trim trees and shrubbery, **or to spray the right-of-way with such chemicals as deemed appropriate** to the extent necessary to keep them clear of said right-of-way of said electric lines or systems and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike grantee's lines, poles, or other structures upon said right-of-way in falling, together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof for the purposes above described, including the right of ingress and egress over and across, through and from said lands necessary and/or convenient to the grantee in carrying out said purposes.

The grantor shall have the right to cultivate and use said strip of land for any purpose not inconsistent with the rights which the grantee may from time to time exercise hereunder, but shall not have the right to construct any building, well or other structure on said strip.

The consideration herein stated also covers payment in full for all damages sustained and to be sustained by grantors from the construction of the first electric distribution or transmission line of the grantee over, upon, under, through and across said lands.

It is understood that the grantee has the right to allow third parties to attach wires or lay cable, conduit or other appurtenances upon, over, and under said right-of-way easement for communications or electric power transmission and distribution and that those third parties shall enjoy all rights and privileges as those enjoyed by the grantee as above described.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine; and that this written agreement constitutes the entire agreement between the parties, and no oral representations whatsoever have been made.

IN WITNESS WHEREOF, the grantor has set his hand and seal this the ____ day of _____, _____.

T _____
Witness

X _____
Grantor

+ _____
Witness

Grantor

State of Mississippi

County of _____

Personally appeared before me, the undersigned authority in and for the aforesaid County and State, the within named _____ and _____ his wife, who acknowledged that _____ he _____ signed and delivered the foregoing instrument on the day and year therein mentioned and for the purposes therein stated.

Given under my hand and seal of office, this the _____ day of _____.

State of Mississippi

County of _____

Personally appeared before me, the undersigned authority in and for the aforesaid County and State, _____, one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn, deposes and says that _____ he _____ saw the above named _____ and, _____, his wife, whose name _____ is _____ are _____ subscribed thereto, sign and deliver the same to Southern Pine Electric; and that _____ he, this affiant, subscribed his name as a witness thereto in the presence of the said _____ and _____ his wife.

_____ (Affiant)

Sworn to and subscribed before me, this the _____ day of _____.

=====

TO
SOUTHERN PINE ELECTRIC
P.O. BOX 60
TAYLORSVILLE, MS 39168

CONVEYANCE OF EASEMENT
FOR RIGHT-OF-WAY



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, July 7, 2020

Re: Approve Memorandum of Agreement with Mississippi Department of Archives and History (MDAH) for the FY 2020 Certified Local Government (CLG) Grant to help fund the development and printing of tour brochures for the Downtown District. The grant is reimbursable for \$3,000 or 50% of final project costs, whichever is less. The local match will be provided by Downtown Hattiesburg Association, Hattiesburg Historic Neighborhood Association, and VisitHattiesburg and authorize the Mayor to execute the same.

File Number: 2020-419
Minute Book #

Summary

MDAH FY 2020 CLG Grant Memorandum of Agreement

Recommendation Statement

I recommend approval and authorization for the Mayor to execute in duplicate the Mississippi Department of Archives and History (MDAH) Memorandum of Agreement for the FY 2020 Certified Local Government (CLG) Grant to help fund the development and printing of tour brochures for the Downtown District. The grant is reimbursable for \$3,000 or 50% of final project costs, whichever is less. The local match will be provided by Downtown Hattiesburg Association, Hattiesburg Historic Neighborhood Association, and VisitHattiesburg.

Please place this on the July 7, 2020 City Council meeting for consideration.



HISTORIC PRESERVATION

Barry White, director

PO Box 571, Jackson, MS 39205-0571

601-576-6850 • Fax 601-576-6955

mdah.ms.gov

June 24, 2020

Mr. Russell Archer
CLG Coordinator
Planning Division
P.O. Box 1898
Hattiesburg, MS 39401-1898

Dear Russell,

Congratulations again on Hattiesburg receiving a FFY 2020 CLG Grant for the development of researching, writing, and designing self-guided walking tour brochures for historic homes and historic buildings in the Hattiesburg Downtown District, and the reprinting of the "Freedom Summer Trail" self-guided tour brochure!

Enclosed are two copies of the Memorandum of Agreement (MOA) between the City of Hattiesburg and the Mississippi Department of Archives and History. Please review them, have the mayor sign where indicated, and return them to me. I will have Katie Blount sign them and return an original to you for the city's records.

If we do not have the MOA returned by July 31, 2020, we will assume that the City is not accepting the grant and will reallocate funds to other projects.

We understand that this will be a quick turnaround, however, we are asking that MOAs be signed and returned as soon as possible to ensure a full year for project completion. If you believe the August 1, deadline will be problematic, please contact MDAH to discuss a possible extension.

Work **cannot** begin on the project until the fully executed MOA is in place.

Since creating new brochures and reprinting of an established one, the MOA is the only paperwork we need at this time to get the project started. There will be some progress reports during the grant period as well as the close out materials once the project is completed, all of which will be in a grant packet that I will send with your copy of the signed MOA. I also send out email reminders before those are due with electronic versions attached.

If you have any questions, please call or email me. I look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lydia Charles", is written over a horizontal line.

Lydia Charles
CLG Grant Administrator
enclosures

Memorandum of Agreement

THIS AGREEMENT between the Historic Preservation Division, **Mississippi Department of Archives and History**, hereinafter called MDAH, by and through the State Historic Preservation Officer, and the **City of Hattiesburg**, hereinafter called the Grantee, relates to a project to be undertaken by the Grantee, assisted by MDAH with a matching Certified Local Government grant-in-aid established under the National Historic Preservation Act of 1966, as amended, and administered through the National Park Service, US Department of the Interior.

MDAH and the Grantee agree as follows:

1. Work Program

This grant is for a Historic marketing/publications project to be completed in Hattiesburg, Forrest County. The Grantee shall carry out project work as specified in the "Work Program" for this project, which is hereby incorporated into and made a part of the Memorandum of Agreement as **Attachment A**.

The approved work program, products, and performance/reporting milestones may not be altered without prior written approval from the Certified Local Government Grants Administrator of the Historic Preservation Division, Department of Archives and History.

All products produced with assistance of this grant must be in compliance with the applicable Secretary of the Interior's *Standards for Archaeology and Historic Preservation*.

2. Period of Performance

All work carried out as part of this grant-assisted project shall be conducted between the latest date of the signature of either the State Historic Preservation Officer or the Mayor of Hattiesburg and **August 1, 2021**. **Extensions will not be given to late or incomplete projects.**

3. Compensation

Anticipated Project Cost: **\$ 6,230.00**

The Grantee is expected to be able to cover all costs incurred during the course of the project, prior to reimbursement of the grant funds. Compensation to the Grantee shall be on a *matching basis*. The Grantee is required to provide *at least* a 50% of match of the final project cost.

Subject to receipt of funds from the National Park Service and to successful completion of all project work activities, MDAH, agrees to *reimburse* the Grantee **\$3,000.00** or 50% of eligible final project costs, *whichever is less*, based on the following conditions:

- a. Submission of all project completion materials to MDAH, as outlined in Section 9 below no later than **August 1, 2020**. A Project Completion Report shall accompany the completed materials.
- b. **Two (2)** copies of an acceptable reimbursement request and auditable records, as specified in the Historic Preservation Fund Grants Manual, must be submitted to MDAH no later than **August 31, 2021**. Acceptable federal and nonfederal share supporting documentation needed to substantiate billing (i.e., timesheets, copies of front and back of canceled checks, etc.) must be submitted by Grantee prior to reimbursement.

- c. The Grantee agrees to maintain all financial and administrative documents and records pertaining to the full life-cycle of the grant, for a period of not less than five years after completion of the project. The State Department of Audit, the State Historic Preservation Officer, the National Park Service, the Department of the Interior, the Comptroller of the United States, and any of their duly authorized representatives shall have access to grant records for audit purposes.

4. Allowable Costs

Allowable costs are those costs documented to the satisfaction of MDAH, that conform to the approved project budget and that are determined by MDAH to:

- a. Meet federal requirements for the program;
- b. Be necessary and reasonable to the completion of project work;
- c. Have been incurred for project work during the period of the grant.

5. Personnel Selection

Project personnel shall have qualifications appropriate to the major work elements of the project, and may include Grantee staff members, private consultants, or university students and non-paid volunteers, if under the supervision of a qualified principal investigator who must have qualifications in the areas of history and architectural history, preferably with historic preservation experience.

The Grantee may utilize small purchase procedures (as specified in NPS-49, Chapter 17-Procurement Standards, H. 1.) when projects do not exceed \$100,000. Grantees shall further comply with state and local small purchase dollar limits. When the project exceeds the federal, state, or local amount, the Grantee must utilize competitive negotiation procedures (competitive sealed bids) for procurement of architectural/engineering professional services, whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Resumes, references, and past work experience may be evaluated to assess professional qualifications.

The Grantee shall maintain records sufficient to detail the significant history of procurement. These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejections, and the basis for the cost or price. Prior to reimbursement for expenditures, the Grantee must forward to the Department of Archives and History evidence of compliance with federal competitive procurement requirements for professional services and subcontracts.

6. Contracts

In addition to provisions defining a sound and complete procurement contract, any recipient of federal grant funds shall include the following contract provisions or conditions in all procurement contracts and subcontract as required by these provisions, Federal law or the National Park Service:

- a. Contracts other than small purchases shall contain provisions or conditions that will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanction and penalties as may be appropriate.
- b. All contracts shall contain suitable provisions for termination by the Grantee, including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

- c. All contracts awarded by the Grantee shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- d. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

The Grantee shall retain the possibility of reprinting any publications by including in any consultant contract a requirement that the consultant waive any claim to a copyright.

7. Professional Supervision

The Grantee agrees to appoint a **project coordinator** whose professional qualifications have received prior approval of the Historic Preservation Division to ensure that the work conforms to the approved work program and to provide the necessary standard of professional conduct required for this project under the federal program regulations. **The project coordinator will be responsible for completing the grant reports as outlined in Section 8 below and for ensuring that all project materials are submitted by the consultant.** The staff of the Historic Preservation Division will maintain regular contact with the project coordinator and will provide necessary and reasonable amounts of training, advice, or technical assistance as required for the successful completion of project work.

8. Reports

The Grantee will be required to submit Grant Progress Reports (both programmatic and fiscal) on **October 30, 2020; January 29, 2021; and April 30, 2021** as well as the Project Completion Report on **August 1, 2021** and the Reimbursement Request (with supporting materials) by **August 31, 2021**.

The Grantee shall contact MDAH's Certified Local Government Grants Administrator **immediately** if any situation should arise which will affect the timely or successful completion of this project and/or the final report of materials.

9. Project Completion Materials

The Grantee agrees to submit final completion materials and a summary narrative **Project Completion Report** by **August 1, 2021**, in a format consistent with the Secretary of the Interior's *Standards for Archaeology and Historic Preservation* and as specified by the Historic Preservation Division.

The Grantee shall submit any materials or reports requiring review or revision by MDAH in a timely manner so as to ensure that final materials are submitted no later than **August 1, 2021**.

A final expense summary, due **August 31, 2021**, shall be detailed by each budget category and indicate which items were charged to each source of funding (federal and non-federal).

Any Grantee that is required to have an audit conducted in accordance with the Single Audit Act (A-128) shall submit to MDAH a copy of the audit (or audits) for the time period covered by this grant, within three months following completion of the audit(s).

10. Acknowledgment of Federal Assistance

Federal grant assistance shall be acknowledged in any public announcements, news releases, articles, publications, audio-visual materials, and pertinent presentations that the Grantee produces or initiates. The acknowledgment format is detailed in the **Attachment B** and shall substantially state that the project has been funded with the assistance of a matching grant-in-aid from the National Park Service of the US Department of the Interior, through the Mississippi Department of Archives and History, under provisions of the National Historic Preservation Act of 1966.

The copyright for any publication resulting from this agreement shall be available to the Grantee. The Grantee agrees to, and awards to the United States Government and its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for Government purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

11. General Provisions

The Grantee agrees to comply with all federal and state laws and regulations concerning equal opportunity, affirmative action, and fair employment practices. The Grantee further agrees to comply with all applicable regulations, laws, policies, guidelines, and requirements of this federal grant program, including the Single Audit Act of 1984 for state and local governments or the audit requirements of OMB Circular A-110 for universities and nonprofit organizations. In addition to the terms detailed in this agreement, all federal requirements governing grants (OMB Circulars A-87 or A-122, A-102 or A-110, and A-128) are applicable. The Grantee agrees to abide by all assurances made part of this agreement as **Attachments C**.

Grant funds shall not be disbursed for any project of activity that does not evidence that:

- a. Planned work has been accomplished within the scope of the subgrant or contractual agreement summarized in the Work Program (**Attachment A**)
- b. Work was done according to the applicable Secretary's *Standards for Archaeology and Historic Preservation*.
- c. Work was done in accordance with the terms and conditions of the applicable Historic Preservation Fund grant.

In circumstances where funds are disbursed for ineligible activities, such costs shall be returned to the MDAH by the Grantee.

12. Termination of Agreement

This agreement may be terminated short of conclusion due to one of the following situations:

- a. Termination for Cause - MDAH may terminate any grant, in whole or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the terms and conditions of the grant. MDAH will promptly notify the Grantee in writing of the termination and the reasons for the termination, together with the effective date. Payments made to Grantees or recoveries by MDAH under grants terminated for cause will be in accordance with the legal rights and liabilities of the parties.
- b. Termination for Convenience - MDAH or the Grantee may terminate grants of subgrant projects in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.

- c. Termination by Grantee - The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant, although MDAH must be notified in writing. Once initiated, no grant finance with HPF assistance shall be terminated by a Grantee prior to satisfactory completion without the approval of MDAH. After the initial payment, the project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and MDAH. Requests for termination prior to completion must fully explain the reasons for the action and detail the proposed disposition of the uncompleted work.

When a grant is terminated, the Grantee will not incur new obligations for the terminated portion after the effective date of termination. The Grantee will cancel as many outstanding obligations as possible. The MDAH will allow full credit to the Grantee for the federal share of the noncancelable obligations properly incurred by the Grantee prior to the termination. Costs incurred after the effective date of the terminations will be disallowed.

THIS AGREEMENT becomes effective upon signature of the parties below.

BY

Katie Blount
State Historic Preservation Officer

Date

BY

Honorable Toby Barker
Mayor of Hattiesburg

Date

Return to:

Lydia Charles
Historic Preservation Division
Mississippi Department of Archives and History
P. O. Box 571
Jackson, MS 39205-0571

ATTACHMENT A: WORK PROGRAM

1. This project will include the researching, writing, and designing self-guided walking tour brochures for historic homes and historic buildings in the Hattiesburg Downtown District. The project will also include a reprint of the "Freedom Summer Trail" self-guided tour brochure.
2. MDAH requires submission of material layout and text before the brochures are finalized and printed. Additionally, acknowledgement of funding must be included (see Attachment B).

ATTACHMENT B: Acknowledging Federal Assistance

An acknowledgment of National Park Service and Mississippi Department of Archives and History support must be made in connection with the publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, any activity supported by this grant. This acknowledgment shall be in the form of the following statement:

This publication has been financed in part with Federal funds from the National Park Service, U. S. Department of the Interior, through the Historic Preservation Division of the Mississippi Department of Archives and History. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior or the Mississippi Department of Archives and History, nor does the mention of trade names, commercial products or consultants constitute endorsement or recommendation by these agencies. This program received Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U. S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Office of Equal Opportunity
National Park Service
1849 C Street, N.W.
Washington, D.C. 20240

Attachments C: Assurances-Non-Construction Programs

OMB Approval No. 0348-0040

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget; send it to the address provided by the sponsoring agency.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances, if such is the case you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, thought any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in the accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. g§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to; (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §(j 1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.O. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 36701 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a and 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §g 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is 510,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91 -190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (e) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State

- management program developed under the Coastal Zone Management Act of 1972(16U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 13. Will assist the awarding agency in assuring compliance with Section 106 of the national Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals
 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Institutions.
 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signature of Authorized Certifying Official

Title

Applicant Organization

Date Submitted



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, July 7, 2020

Re: Approve a Subrecipient Agreement with Christian Services, Inc. to provide a CDBG-qualified Public Service using CDBG-CARES Act funding in connection with the City's response to the COVID-19 pandemic and authorize the Mayor to execute the same.
File Number: 2020-418
Minute Book #

Summary

Subrecipient agreement with Christian Services, Inc. in response to COVID-19 for the use of CDBG-CARES funding for rent and utility assistance for qualified households.

Recommendation Statement

Recommending consideration of the attached agreement.

Please place this on the July 7, 2020 City Council meeting for consideration.

CITY OF HATTIESBURG
COMMUNITY DEVELOPMENT BLOCK GRANT - SUBRECIPIENT AGREEMENT
PUBLIC SERVICES
CHRISTIAN SERVICES, INC.

THIS contract (hereinafter the “AGREEMENT”), is made and entered into this **7th day of July, 2020** by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the “Grantee”), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and **Christian Services, Inc.** (hereinafter called the “Subrecipient”), located in the City of Hattiesburg (301 E. 2nd Street, Hattiesburg, MS 39401) for an amount not to exceed **\$71,000.00**. This agreement shall terminate on or before the 31st day of December 2020, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient in the support of the Subrecipient’s **“Rent and Utility Assistance” program – an initiative intended to provide Subsistence Payments (within CDBG guidelines) to pay certain utilities for low to moderate income limited clientele whose income was negatively impacted due to COVID-19 – that are at risk of homelessness and/or utility shut-off.**

WHEREAS, the funding utilized in this agreement is specific to the special allocation of Community Development Block Grant (CDBG) funding made available through the CARES Act and that all activities referenced herein are to comply with both traditional CDBG requirements as well as those specific to the CARES Act.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will utilize the CDBG funding to pay rent and/or utility bills that are in arrears for low to moderate-income individuals. Payments may only be made for rent, electricity service, gas service, water, sewer, and sanitation utilities, and reasonable related late fees, and payments must be made directly to the lessor and utility providers. Payment(s) for any one household may not exceed three (3) months, which may be made up of one payment to each utility and/or lessor for payments in arrears. Payments may not be made for service not yet incurred and billed to the client. The Subrecipient will serve approximately 150 households.

Program Delivery

One hundred percent (100%) of the households served must be low- to moderate income as defined by HUD. The Subrecipient will track the total number of households served, will collect demographic and income data on all households served, and will maintain appropriate client files. Any other data based on other aspects of the program such as volunteer participation, additional community needs identified, and participant progress in continued case management, etc. will be reported to the Grantee, and ultimately to HUD, in a narrative format.

The Subrecipient will provide the Grantee with Periodic Reports, due monthly by the 5th day of each month, reporting all of the data listed above. The Subrecipient will additionally submit ad hoc reports as may be requested by the Grantee.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient’s expenses relative to the project as a result of assistance provided through the CDBG Program.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
First Draw requested (not a deadline)	August 5, 2020
Periodic report submitted	August 5, 2020
Periodic report submitted	September 5, 2020
Periodic report submitted	October 5, 2020
Periodic report submitted	November 5, 2020
Periodic report submitted	December 5, 2020
Request final draw (must submit written request by this date if additional time is needed)	December 5, 2020
Final report submitted	December 20, 2020
Final CDBG-related information entered into IDIS	December 20, 2020

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 7th day of July, and end on the 31st day, December, 2020. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

The budget for the activity outlined herein is limited to \$71,000.00. The proposed allocation of this budget is as follows, but may be adjusted as allowed in Part VI below.

Rent and Utility Payments (gas and/or electric)	\$71,000.00
TOTAL	<u>\$71,000.00</u>

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$71,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Subrecipient
City of Hattiesburg Community Development Division Petra Wingo, Division Manager P.O. Box 1898 Hattiesburg, MS 39403-1898 (601) 545-4558	Christian Services, Inc. Maggie West, Community Relations Director 301 E 2 nd Street Hattiesburg, MS 39401 (601) 582-5683

VI. SPECIAL CONDITIONS

The Subrecipient is expected to make every effort to fulfill the terms of the award, to include the proposed accomplishments and the amounts expended according to the budgeted line items in Part III. It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to budget line items that are less than 10% may be made without prior approval, but should be noted in the next periodic report. Cumulative adjustments of 10% or more require prior written approval.

Exhibit A, attached, includes the Subrecipient's proposed guidelines in addition to those imposed by U.S. Department of Housing & Urban Development for both CDBG and CDBG-CARES Act funding. The Exhibit is included strictly as a reference of the agency and/or the program. Significant portions of the proposed program may have been added to or taken away in drafting the final Subrecipient Agreement, contained herein.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

Facility Improvements

Any improvements made to the facility, or fixtures or equipment purchased as part of this agreement are to remain as permanent additions to the facility and property of the City's CDBG Program as long as the Subrecipient maintains the facility and in the event that the Subrecipient discontinues its program and/or vacates the facility.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees

to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee’s governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State or Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b)

retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group

members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the Subrecipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

- d. Selection Process
The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.
3. Hatch Act
The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
4. Conflict of Interest
The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:
 - a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
 - b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.
5. Lobbying
The Subrecipient hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
 - d. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
6. Copyright
If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested

City of Hattiesburg, Mississippi

By: _____

Toby Barker, Mayor

Date: _____

Attest: _____

Kermas Eaton, City Clerk

Date: _____

Christian Services, Inc.

By: _____

Date: _____

Attest: _____

Date: _____

EXHIBIT A

CHRISTIAN SERVICES, INC

LOVING HANDS UTILITY ASSISTANCE GUIDELINES/REQUIREMENTS

APPLICANTS MUST HAVE:

- Picture ID
- Social Security Card
- Proof of Income For the **HOUSEHOLD**: Paycheck, Social Security Letter, Child Support Information, Food Stamp Statement of Benefits, TANF
- Copy of Current Bill: Mississippi Power must have an up to date 6 months Account Activity Statement
- Bills must be in the Applicant Name
- Assistance does not include deposits mortgage, or transfers

COVID -19 RELIEF FUNDS

- Must have proof of reduction in hours due to COVID – past and present pay checks, letter from employer,
- Copies of Unemployment Benefit or Denial
- Bills that show arrears that began after COVID-19 – March 2020
- Rent Assistance requires a lease and a verified past due balance

** CSI normally assists with only one utility a year. For COVID Funds we have been paying up to a max of \$500 which has in some cases included multiple utilities/rent



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, July 7, 2020

Re: Approve a Subrecipient Agreement with Breakthrough Community Services to provide a CDBG-qualified Public Service using CDBG-CARES Act funding in connection with the City's response to the COVID-19 pandemic and authorize the Mayor to execute the same.
File Number: 2020-443
Minute Book #

Summary

Subrecipient agreement with Breakthrough Community Services in response to COVID-19 for the use of CDBG-CARES funding for rent and utility assistance for qualified households.

Recommendation Statement

Recommending consideration of the attached agreement.

Please place this on the July 7, 2020 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Andrew Ellard, Director
cc:
Date: Tuesday, July 7, 2020
Re: Approve and authorize issuance of manual check for CDBG Program Claim for housing rehabilitation services at 735 Longstreet Drive.
File Number: 2020-422
Minute Book #

Summary

Recipient: Hollimon Construction
Activity: Substantial Rehab
Program: CDBG
Project Site: 735 Longstreet
Amount Requested: \$16,000.00
Purpose of Request: Payment Request #5
Work Provided by: Curtis Hollimon

Recommendation Statement

Recommend authorization to issue a manual check,

Please place this on the July 7, 2020 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, July 7, 2020

Re: Approve and authorize issuance of manual check for CDBG Program Claim per the attached memorandum.
File Number: 2020-422
Minute Book #

Summary

Recipient: Hollimon Construction
Activity: Substantial Rehab
Program: CDBG
Project Site: 735 Longstreet
Amount Requested: \$16,000.00
Purpose of Request: Payment Request #5
Work Provided by: Curtis Hollimon

Recommendation Statement

I recommend issuance of a manual check for CDBG Program Claims per attached Memorandum.

Please place this on the July 7, 2020 City Council meeting for consideration.

MEMORANDUM

TO: City of Hattiesburg Council Members
FROM: Andrew Ellard, Director Department of Urban Development
DATE: July 7, 2020
SUBJECT: Authorize Issuance of manual check for CDBG Program claims

The following request for payment is being submitted for approval during the City Council's July 7, 2020 meeting. Please authorize and approve issuance of manual checks for the claim listed below:

Recipient:	Hollimon Construction
Activity:	Housing rehabilitation
Program:	CDBG
Project Site:	735 Longstreet Drive
Amount Requested:	\$16,000
Purpose of Request:	Pay Request #5 - Substantial Rehab

Invoice

Hollimon Construction

Curtis Hollimon

145 Hinton Drive

Hattiesburg, MS 39401

601.270.3164

Brenda Booth

735 Long Street

Hattiesburg, MS 39401

- Kitchen cabinets are installed
 - Bathrooms are complete
- All interior & exterior doors are installed
- Base boards and shoe molds are installed
- Light fixtures and smoke detectors installed

Material & Labor: \$16,000.00

6/29/20

Curtis Hollimon

06-29-20A07:19 RCVD



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, July 7, 2020

Re: Ratify and confirm the Mayor's appointment of Chris Robinson (W4) to the Housing Authority Board of the City of Hattiesburg for a term beginning July 7, 2020 and ending June 15, 2025.

File Number: 2020-428
Minute Book #

Summary

Ratify and confirm the Mayor's appointment of Chris Robinson (W4) to the Housing Authority Board of the City of Hattiesburg for a term beginning July 7, 2020 and ending June 15, 2025.

Recommendation Statement

I recommend the ratification of this appointment to the Hattiesburg Housing Authority Board.

Please place this on the July 7, 2020 City Council meeting for consideration.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Housing Authority Board

TERM OF OFFICE: 5 years PERIOD: _____

REPLACES: _____

TERM EXPIRED: X OR RESIGNED: _____

Letter attached _____ **DOES THIS POSITION REQUIRE A PUBLIC**

OFFICIAL'S BOND? YES _____ NO X

NAME OF PROPOSED APPOINTEE: Chris Robinson

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ()

ADDRESS: 315 Mamie Street

HOME PHONE NUMBER: _____ WARD: 4

PLACE OF EMPLOYMENT: _____

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: _____ DATE: _____

TO BE CONTACTED BY: Mayor Barker DATE _____

CONTACTED: _____

AGREED TO SERVE: X

DECLINED: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, July 7, 2020

Re: Authorize the Mayor to submit application and execute the grant agreement for Federal Transit Administration (FTA) grant application MS-2020-005-00 for Hub City Transit, utilizing CARES Act funds for operations and planning, for a total of \$3,050,370 in federal funds.
File Number: 2020-431
Minute Book #

Summary

FTA CARES Act

Recommendation Statement

I recommend authorization for the Mayor to submit application and execute the grant agreement for Federal Transit Administration (FTA) grant application MS-2020-005-00 for Hub City Transit, utilizing CARES Act funds for operations and planning, for a total of \$3,050,370 in federal funds.

Please place this on the July 7, 2020 City Council meeting for consideration.

Application

Federal Award Identification Number (FAIN)	MS-2020-005-00
Temporary Application Number	1108-2020-2
Application Name	CARES Act Sec 5307 for Hub City Transit Operations and Planning; Hattiesburg, MS
Application Status	FAIN Assigned / Ready for Submission
Application Budget Number	0

Period of Performance Start Date	N/A
Original Period of Performance End Date	3/30/2025
Current Period of Performance End Date	N/A Revision #: N/A

Part 1: Recipient Information

Name: Hattiesburg, City Of

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
1108	City	CITY OF HATTIESBURG	079448130

Location Type	Address	City	State	Zip
Headquarters	200 FORREST ST	HATTIESBURG	MS	394013451
Physical Address	200 FORREST ST	HATTIESBURG	MS	39401
Mailing Address	PO BOX 1898	HATTIESBURG	MS	39403

Union Information

Union Name	NO UNIONS
Address 1	N/A
Address 2	
City	N/A
State	

Zipcode	
Contact Name	N/A
Telephone	000-000-00
Fax	
E-mail	
Website	

Part 2: Application Information

Title: CARES Act Sec 5307 for Hub City Transit Operations and Planning; Hattiesburg, MS

FAIN	Application Status	Application Type	Date Created	Last Updated Date	From TEAM?
MS-2020-005-00	FAIN Assigned / Ready for Submission	Grant	6/10/2020	6/10/2020	No

Application Executive Summary

This is a FFY 2020 Section 5307 Application in the amount of \$3,050,370 (100% Federal Share). This application utilizes CARES Act funding to help respond to and recover from the COVID-19 pandemic. Governor Tate Reeves issued Executive Order No. 1466 declaring a State of Emergency in response to COVID-19 on April 1, 2020. The application is for ongoing operations for fixed route and paratransit service and for planning assistance to develop a Transit Master Plan. Operating assistance will cover service from January 20, 2020 through September 30, 2020; as well as for FY 2021—October 1, 2020 through September 30, 2021; and FY 2022—October 1, 2021 through September 30, 2022.

This grant will fund (1) project for Operating Assistance and (1) project for Planning Assistance.

1. Operating Assistance
2. Planning Assistance

The start date is January 20, 2020 and the end date September 30, 2022. The City of Hattiesburg is the Direct Recipient. This application is consistent with the apportionment made available in the split allocation letter dated April 3, 2020 which is attached to this application.

Other FTA grants used to fund operating assistance:

1. Grant application # 2017-010-00, ALI 30.90.01. The total amount is \$492,814 (\$246,407 federal and \$246,407 local match).
2. Grant application # 2017-006-01, ALI 30.90.01. The total amount is \$2,371,280 (\$1,185,640 federal and \$1,185,640 local match).
3. Grant application # 2019-009-00, ALI 30.90.01. The total amount is \$1,200,000 (\$600,000 federal and \$600,000 local match).

This project has neither applied for nor received funding from FEMA or any other Federal Agency. Neither FEMA nor other Federal Agency funds have been received for transit-related projects. City of Hattiesburg/Hub City Transit agrees that if it receives Federal funding from Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a project activity approved for FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.

The recipient does not plan to request a waiver through the Emergency Relief Docket.

The Operational Expenses requested in this application were determined by a review of past Operational Expenses. Hub City Transit understands that the expenses requested in this application are subject to review for their reasonableness as part of the agency's next Triennial/State Management Review.

Insurance is non-applicable for this project.

No capital items are included in the grant application.

City of Hattiesburg/Hub City Transit will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).

City of Hattiesburg/Hub City Transit will ensure contractors procured will not be on the FTA Suspension and Debarment List.

This project only includes operating expenses that do not include substantial functional, location, or capacity changes to the asset or system. Therefore, no additional TIP/STIP documentation is needed.

Frequency of Milestone Progress Reports (MPR)

Quarterly

Frequency of Federal Financial Reports (FFR)

Quarterly

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?

No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
	aviance.webb@dot.gov	Community Planner		

layana.george@dot.gov		General Engineer	
Jennifer	Shows	Grant Coordinator	jshows@hattiesburgms.com (601) 545-4544

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$3,050,370
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$3,050,370

Application Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
MS-2020-005-01-00	300-00 (300-A1) OPERATING ASSISTANCE	\$2,925,370.00	\$0.00	\$2,925,370.00	3
MS-2020-005-01-00	30.09.08 EMER RELIEF - OPERATING ASSIST - 100% Fed Share	\$580,936.00	\$0.00	\$580,936.00	1
MS-2020-005-01-00	30.09.08 EMER RELIEF - OPERATING ASSIST - 100% Fed Share	\$1,236,000.00	\$0.00	\$1,236,000.00	1
MS-2020-005-01-00	30.09.08 EMER RELIEF - OPERATING ASSIST - 100% Fed Share	\$1,108,434.00	\$0.00	\$1,108,434.00	1

MS-2020-005-02-00	442-00 (442-A2)	METROPOLITAN PLANNING	\$125,000.00	\$0.00	\$125,000.00	1
MS-2020-005-02-00	44.24.00	SHORT RANGE TRANSIT PLANNING	\$125,000.00	\$0.00	\$125,000.00	1

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

This application does not contain any sources of federal financial assistance.

Part 3: Project Information

Project Title: Operating Assistance for Hub City Transit

Project Number	Temporary Project Number	Date Created	Start Date	End Date
MS-2020-005-01-00	1108-2020-2-P1	6/10/2020	1/20/2020	9/30/2022

Project Description

City of Hattiesburg (Hub City Transit) is applying for Section 5307 CARES Act funds in the amount of \$2,925,370 (100% federal) to cover operating expenses for Hub City Transit for FY 2020—January 20, 2020 through September 30, 2020; as well as for FY 2021—October 1, 2020 through September 30, 2021; and FY 2022—October 1, 2021 through September 30, 2022. The funds budgeted for Hub City Transit operations will cover the costs to operate, maintain, and manage the transit and paratransit system. These expenses include but are not limited to costs such as salaries, office expenses, administrative expenses, fuel, supplies, and other items needed for operations of the fixed route and paratransit services. Also included in operating expenses will be administrative leave for employees that occurred as a result of the COVID-19 public health emergency, such as leave due to reduction in service or quarantine—as well as supplies and operational services to respond to, and prevent the spread of, COVID-19. Operating service will be completed by Hub City Transit. This application reflects the apportionment made available in the split allocation letter dated April 3, 2020 and attached to this application. Historical data was used to estimate operating costs.

Of the CARES Act apportionment, we are applying for \$580,936 in Section 5307 CARES Act funds (100% federal) for a portion of FY 2020 (January 1, 2020 through September 30, 2020); \$1,236,000 in Section 5307 CARES Act funds (100% federal) for FY 2021 (October 1, 2020 through September 30, 2021); and \$1,108,434 in Section 5307 CARES Act funds (100% federal) for FY 2022 (October 1, 2021 through September 30, 2022).

This project only includes operating expenses that do not include substantial functional, location, or capacity changes to the asset or system. Therefore, no additional TIP/STIP documentation is needed.

Project Benefits

This project will benefit Hub City Transit (HCT) and all individuals who utilize it. The funding will allow the City of Hattiesburg to continue offering safe, efficient, and affordable transportation to the general public in Hattiesburg.

Additional Information

None provided.

Location Description

This project will take place in the UZA of Hattiesburg, Mississippi.

Security

No -- our organization will NOT expend at least 1% of the 5307 funds in this application for security-related projects

Project Location (Urbanized Areas)

UZA Code	Area Name
283380	Hattiesburg, MS

Congressional District Information

State	District	Representative
Mississippi	4	Steven M Palazzo

Program Plan Information**STIP/TIP**

Date: N/A

Description: N/A

UPWP

Date: 5/14/2020

Description: 2019-2020 UPWP - Amended 5/5/2020

Long Range Plan

Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$2,925,370
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0

Total Eligible Cost	\$2,925,370
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Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
MS-2020-005-01-00	300-00 (300-A1) OPERATING ASSISTANCE	\$2,925,370.00	\$0.00	\$2,925,370.00	3
MS-2020-005-01-00	30.09.08 EMER RELIEF - OPERATING ASSIST - 100% Fed Share	\$580,936.00	\$0.00	\$580,936.00	1
MS-2020-005-01-00	30.09.08 EMER RELIEF - OPERATING ASSIST - 100% Fed Share	\$1,236,000.00	\$0.00	\$1,236,000.00	1
MS-2020-005-01-00	30.09.08 EMER RELIEF - OPERATING ASSIST - 100% Fed Share	\$1,108,434.00	\$0.00	\$1,108,434.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 30.09.08 - EMER RELIEF - OPERATING ASSIST - 100% Fed Share

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	OPERATING ASSISTANCE	1

Extended Budget Description

City of Hattiesburg/Hub City Transit is applying for Section 5307 CARES Act funds in the amount of \$ 1,108,434 (100% federal) to cover operating expenses from October 1, 2021 through September 30, 2022. The funds budgeted for Hub City Transit operations will cover the costs to operate, maintain, and manage the transit and paratransit system. These expenses include, but are not limited to, costs such as salaries, office expenses, administrative expenses, fuel, supplies, and other items needed for operations of the fixed route and paratransit services. Also included in operating expenses will be administrative leave for employees that occurred as a result of the COVID-19 public health emergency, such as leave due to reduction in service or quarantine—as well as supplies and operational services

to respond to, and prevent the spread of, COVID-19. Operating service will be completed by Hub City Transit.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$1,108,434
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$1,108,434

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2021	Start Date
End Date	9/30/2022	End Date

Budget Activity Line Item: 30.09.08 - EMER RELIEF - OPERATING ASSIST - 100% Fed Share

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	OPERATING ASSISTANCE	1

Extended Budget Description

City of Hattiesburg/Hub City Transit is applying for Section 5307 CARES Act funds in the amount of \$1,236,000 (100% federal) to cover operating expenses from October 1, 2020 through September 30, 2021. The funds budgeted for Hub City Transit operations will cover the costs to operate, maintain, and manage the transit and paratransit system. These expenses include, but are not limited to, costs such as salaries, office expenses, administrative expenses, fuel, supplies, and other items needed for operations of the fixed route and paratransit services. Also included in operating expenses will be administrative leave for employees that occurred as a result of the COVID-19 public health emergency, such as leave due to reduction in service or quarantine—as well as supplies and operational services to respond to, and prevent the spread of, COVID-19. Operating service will be completed by Hub City Transit.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
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5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$1,236,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$1,236,000

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2020	Start Date
End Date	9/30/2021	End Date

Budget Activity Line Item: 30.09.08 - EMER RELIEF - OPERATING ASSIST - 100% Fed Share

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	OPERATING ASSISTANCE	1

Extended Budget Description

City of Hattiesburg/Hub City Transit is applying for Section 5307 CARES Act funds in the amount of \$580,936 (100% federal) to cover operating expenses from January 20, 2020 through September 30, 2020. The funds budgeted for Hub City Transit operations will cover the costs to operate, maintain, and manage the transit and paratransit system. These expenses include, but are not limited to, costs such as salaries, office expenses, administrative expenses, fuel, supplies, and other items needed for operations of the fixed route and paratransit services. Also included in operating expenses will be administrative leave for employees that occurred as a result of the COVID-19 public health emergency, such as leave due to reduction in service or quarantine—as well as supplies and operational services to respond to, and prevent the spread of, COVID-19. Operating service will be completed by Hub City Transit.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$580,936
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0

Transportation Development Credit		\$0
Adjustment		\$0
Total Eligible Cost		\$580,936

Milestone Name	Est. Completion Date	Description
Start Date	1/20/2020	Start Date
End Date	9/30/2020	End Date

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	6/11/2020

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	1	\$580,936.00	\$580,936.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	6/11/2020

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	1	\$1,236,000.00	\$1,236,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	6/11/2020

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	1	\$1,108,434.00	\$1,108,434.00

Project Title: Planning Assistance for Hub City Transit

Project Number	Temporary Project Number	Date Created	Start Date	End Date
MS-2020-005-02-00	1108-2020-2-P2	6/11/2020	8/1/2020	3/1/2022

Project Description

City of Hattiesburg/Hub City Transit is applying for Section 5307 CARES Act funds in the amount of \$125,000 (100% federal) to cover the costs of a Transit Master Plan. The development of a Transit Master Plan will involve assessing the needs and opportunities for improvement of the transit system, in order to enhance and expand public transit service in Hattiesburg. Over the years, Hattiesburg has experienced growth in population and businesses. Along with that growth comes an awareness of constantly evolving demographics and transportation needs, and the struggle to provide effective and efficient fixed route options. In addition, the pre-2020 growing public demand for micro-transit and on-demand services may intensify as a result of the COVID-19 pandemic due to increased emphasis on

social distancing. A new plan will explore the feasibility and options for Hub City Transit to respond to public demands by offering more diverse service types. This process will involve data collection and analysis, developing goals, identifying strategies for improvement, and planning for changes that need to happen in order to implement those strategies. Contractual services will be used for the Transit Master Plan.

This application reflects the apportionment made available in the split allocation letter dated April 3, 2020 and attached to this application.

This project includes expenses that do not include substantial functional, location, or capacity changes to the asset or system. Therefore, no additional TIP/STIP documentation is needed.

Project Benefits

This project will benefit Hub City Transit (HCT) and all individuals who utilize it. The funding will allow the City of Hattiesburg to continue, expand, and diversify its offering of safe, efficient, and affordable transportation options to the general public in Hattiesburg.

Additional Information

None provided.

Location Description

This project will take place in the UZA of Hattiesburg, Mississippi.

Security

No -- our organization will NOT expend at least 1% of the 5307 funds in this application for security-related projects

Project Location (Urbanized Areas)

UZA Code	Area Name
283380	Hattiesburg, MS

Congressional District Information

State	District	Representative
Mississippi	4	Steven M Palazzo

Program Plan Information

STIP/TIP

Date: N/A

Description: N/A

UPWP

Date: 5/14/2020

Description: 2019-2020 UPWP - Amended 5/5/2020

Long Range Plan

Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$125,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$125,000

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
MS-2020-005-02-00	442-00 (442-A2) METROPOLITAN PLANNING	\$125,000.00	\$0.00	\$125,000.00	1
MS-2020-005-02-00	44.24.00 SHORT RANGE TRANSIT PLANNING	\$125,000.00	\$0.00	\$125,000.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 44.24.00 - SHORT RANGE TRANSIT PLANNING				
Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
METROPOLITAN PLANNING (442-00)	44.24.00	SHORT RANGE TRANSIT PLANNING	METROPOLITAN PLANNING	1

Extended Budget Description

City of Hattiesburg/Hub City Transit is applying for Section 5307 CARES Act funds in the amount of \$125,000 (100% federal) to cover the costs to develop a Transit Master Plan, which is anticipated to occur from August 1, 2020 through March 1, 2022. The development of a Transit Master Plan will involve assessing the needs and opportunities for improvement of the transit system, in order to enhance and expand public transit service in Hattiesburg. This process will include data collection and analysis, developing goals, identifying strategies for improvement, and planning for changes that need to happen in order to implement those strategies. Contractual services will be used for the Transit Master Plan.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$125,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$125,000

Milestone Name	Est. Completion Date	Description
Initiation of Selection Process	8/1/2020	Initiation of Selection Process
Contract Award	11/1/2020	Contract Award
Contract Completion	3/1/2022	Contract Completion

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
METROPOLITAN PLANNING (442-00)	44.24.00	SHORT RANGE TRANSIT PLANNING	1	\$125,000.00	\$125,000.00

Part 4: Fleet Details

Fleet Type: Fixed Route

Fleet Comments

None provided.

		Current Value
I.	Active Fleet	
	A. Peak Requirement	9
	B. Spares	6
	C. Total (A+B)	15
	D. Spare Ratio (B/A)	66.67%
II.	Inactive Fleet	
	A. Other	0
	B. Pending Disposal	2
	C. Total (A+B)	2
III.	Total (I.C and II.C)	17

Fleet Type: Paratransit

Fleet Comments

None provided.

		Current Value
I.	Active Fleet	
	A. Peak Requirement	3
	B. Spares	1
	C. Total (A+B)	4
	D. Spare Ratio (B/A)	33.33%
II.	Inactive Fleet	
	A. Other	0
	B. Pending Disposal	0
	C. Total (A+B)	0
III.	Total (I.C and II.C)	4

Part 5: FTA Review Comments

Application Review Comments

Comment By Aviance Webb

Comment Type	FTA Post Review Comments for Grantee
Date	6/18/2020
	UPWP –Attach current UPWP page(s) and approval letter(s) to application. Use FTA UPWP approval date as the program date (STIP/UPWP) entry in TrAMS.
Comment	I attached the MS Executive Order to the Application. Please include the following statement in the Executive Summary: Governor XXXXXXXX issued Executive Order No. XXXXXXXX declaring a State of Emergency in response to COVID-19 on XXXXXXXX. Please attach designated recipient letter to application.

Comment By Aviance Webb

Comment Type	FTA Post Review Comments for Grantee
Date	6/23/2020
Comment	Please update application to reflect correct funding amount. CARES Act Split Letter identifies apportioned amount as \$3,050,370, whereas, the activities budget totals equals \$3,057,370. Please update amounts and retransmit.

Application Review Comments

Comment By Jennifer Shows

Comment Type	Application Details
Date	6/19/2020
	The current UPWP and approval are attached. The program date has been updated to 5/14/2020.
Comment	The Executive Summary has been updated with the requested statement. For the Designated Recipient Letter, I have attached "Split Allocation Letter-2020-2021 App-CARES.pdf." Please clarify if something is needed in addition to this document.

Part 6: Agreement

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-26, October 1, 2019)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this

FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(26), October 1, 2019, <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Hattiesburg, City Of

Recipient ID: 1108

DUNS No: 079448130

Application Information

Federal Award Identification Number: MS-2020-005-00

Application Name: CARES Act Sec 5307 for Hub City Transit Operations and Planning; Hattiesburg, MS

Application Start Date: N/A

Original Award End Date: 3/30/2025

Current Award End Date: N/A

Application Executive Summary: This is a FFY 2020 Section 5307 Application in the amount of \$3,050,370 (100% Federal Share). This application utilizes CARES Act funding to help respond to and recover from the COVID-19 pandemic. Governor Tate Reeves issued Executive Order No. 1466 declaring a State of Emergency in response to COVID-19 on April 1, 2020. The application is for ongoing operations for fixed route and paratransit service and for planning assistance to develop a Transit Master Plan. Operating assistance will cover service from January 20, 2020 through September 30, 2020; as well as for FY 2021—October 1, 2020 through September 30, 2021; and FY 2022—October 1, 2021 through September 30, 2022.

This grant will fund (1) project for Operating Assistance and (1) project for Planning Assistance.

1. Operating Assistance
2. Planning Assistance

The start date is January 20, 2020 and the end date September 30, 2022. The City of Hattiesburg is the Direct Recipient. This application is consistent with the apportionment made available in the split allocation letter dated April 3, 2020 which is attached to this application.

Other FTA grants used to fund operating assistance:

1. Grant application # 2017-010-00, ALI 30.90.01. The total amount is \$492,814 (\$246,407 federal and \$246,407 local match).
2. Grant application # 2017-006-01, ALI 30.90.01. The total amount is \$2,371,280 (\$1,185,640 federal and \$1,185,640 local match).
3. Grant application # 2019-009-00, ALI 30.90.01. The total amount is \$1,200,000 (\$600,000 federal and \$600,000 local match).

This project has neither applied for nor received funding from FEMA or any other Federal Agency. Neither FEMA nor other Federal Agency funds have been received for transit-related projects. City of Hattiesburg/Hub City Transit agrees that if it receives Federal funding from Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a project activity approved for FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.

The recipient does not plan to request a waiver through the Emergency Relief Docket.

The Operational Expenses requested in this application were determined by a review of past Operational Expenses. Hub City Transit understands that the expenses requested in this application are subject to review for their reasonableness as part of the agency's next Triennial/State Management Review.

Insurance is non-applicable for this project.

No capital items are included in the grant application.

City of Hattiesburg/Hub City Transit will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).

City of Hattiesburg/Hub City Transit will ensure contractors procured will not be on the FTA Suspension and Debarment List.

This project only includes operating expenses that do not include substantial functional, location, or capacity changes to the asset or system. Therefore, no additional TIP/STIP documentation is needed.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Application Budget

Total Application Budget: \$3,050,370.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$3,050,370.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$3,050,370.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$0.00

Application Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$3,050,370
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$3,050,370

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:

FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION

Contact Info:
Award Date:

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

Hattiesburg, City Of



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, July 7, 2020

Re: Approve the purchase of property described at Forrest County PPIN Number 19935, (Parcel # 2-029-10-159.00) for \$37,000.00. The property was appraised at \$17,000.00 on August 14, 2019, and for \$25,000.00 on May 14, 2020. Pursuant to MS Code Ann 43-37-3, reasonable efforts to negotiate an agreement with the owner for the sale of the property have failed after lengthy negotiations; Authorize an administrative settlement and manual check in the amount of \$37,000.00 as reasonable, prudent and in the best interest of the public.
File Number: 2020-439
Minute Book #

Summary

Approve the purchase of property described at Forrest County PPIN Number 19935, (Parcel # 2-029-10-159.00) for \$37,000.00. The property was appraised at \$17,000.00 on August 14, 2019, and for \$25,000.00 on May 14, 2020. Pursuant to MS Code Ann 43-37-3, reasonable efforts to negotiate an agreement with the owner for the sale of the property have failed after lengthy negotiations; Authorize an administrative settlement and manual check in the amount of \$37,000.00 as reasonable, prudent and in the best interest of the public.

Recommendation Statement

I recommend approval and authorization of this item.

Please place this on the July 7, 2020 City Council meeting for consideration.

File No.: 12423LAN

Loan No.: POLK

LAND APPRAISAL REPORT

The purpose of this summary appraisal report is to provide the lender/client with an accurate and adequately supported opinion of the market value of the subject property.

CLIENT AND PROPERTY IDENTIFICATION

Property Address: Tennessee St City: Hattiesburg State: MS ZIP: 39401
 Borrower: NA Owner of Public Record: Martha B. Polk dba J O Barron County: Forrest
 Legal Description: See Attached Tax Data Page
 Assessor's Parcel #: 2-029J-10-159.00 Tax Year: 2019 R.E. Taxes: 157
 Neighborhood Name: Hattiesburg Map Reference: 25620 Census Tract: 0107.00
 Special Assessments: ☐ PUD ☐ Yes ☐ No HOA: \$ ☐ Per Year ☐ Per Month
 Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Other (describe)
 Assignment Type: ☐ Purchase Transaction ☐ Refinance Transaction ☒ Other (describe) Help establish possible purchase price
 Lender/Client: City of Hattiesburg Address: P.O. Box 1898, Hattiesburg, MS 39403

CONTRACT ANALYSIS

☐ I did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$: NA Date of Contract: NA Is the property seller the owner of public record? ☐ Yes ☐ No Data Sources
 Is there any financial assistance (loan charges, sale concessions, gift or down payment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☐ No
 If Yes, report the total dollar amount and describe the items to be paid. \$

NEIGHBORHOOD DESCRIPTION

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing			Present Land Use %	
Location	☒ Urban	☐ Suburban	☐ Rural	Property Values	☐ Increasing	☒ Stable	☐ Declining	PRICE	AGE	One-Unit	35 %	
Built-Up	☒ Over 75%	☐ 25-75%	☐ Under 25%	Demand/Supply	☐ Shortage	☒ In Balance	☐ Over Supply	\$ (000)	(yrs)	2-4 Unit	5 %	
Growth	☐ Rapid	☒ Stable	☐ Slow	Marketing Time	☐ Under 3 mths	☒ 3-6 mths	☐ Over 6 mths	15	Low	15	Multi-Family	5 %
Neighborhood Boundaries: HWY 49 - East, Hardy St - North, I-59 - West, and Richburg Rd running east-west (South).								175	High	100	Commercial	50 %
								90	Pred.	65	Vacant	5 %
				Good	Average	Fair	Poor					
Convenience to Employment				☐	☒	☐	☐	Property Compatibility				
Convenience to Shopping				☐	☒	☐	☐	General Appearance of Properties				
Convenience to Primary Education				☐	☒	☐	☐	Adequacy of Police/Fire Protection				
Convenience to Recreational Facilities				☐	☒	☐	☐	Protection from Detrimental Conditions				
Employment Stability				☐	☒	☐	☐	Overall Appeal to Market				

Neighborhood Description: Subject site is situated in or near the Central Business District of Hattiesburg, MS. Uses include professional offices, banking, and government offices (city, county, and federal). On the perimeter of the subject area is residential area comprising some of the oldest single family homes within the Hattiesburg city limits. Most commercial/professional properties appear to be adequately maintained while some of the residential properties appear to be in decline physically.

Market Conditions (including support for the above conclusions): Consideration of residential listing/contract offerings in performing this appraisal was made, and any trend indicated by that data is supported by the listing/offering information included in this report. Days on market over the past few years for single family residences has been as follows: 160 for 2010, 199 for 2011, 189 for 2012, 136 for 2013, 135 for 2014, 144 for 2015, 135 for 2016, 109 for 2017, 99 for 2018, and 81 for 2019, per MLS data. Marketing times have decreased over the past few years to current levels. Sales price to listing price ratio for year 2019 was 93.7%, which is similar to 2018's 94.0%, 2017's 94.8%, 2016's 94.7%, 2015's 94.9%, 2014's 93.4%, 2013's 90.1%, 2012's 90.2%, 2011's 90.6%, and 2010's 88.7%. Sales/financing concessions are not a major factor in this market. Typically the seller pays the broker's fee and a portion of the closing costs. Single family residential sales are considered reliable indicators of market activity although the subject is vacant land.

SITE DESCRIPTION

Dimensions: See attached tax plat Area: 15,246 ☐ Acres ☒ Sq.Ft. Shape: See Map View: Average
 Zoning Classification: B-3, Commercial Zoning Description: Community Business District
 Zoning Compliance: ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)
 Uses permitted under current zoning regulations: Commercial Business Improvements
 Highest & Best Use: Development as commercial or professional
 Describe any improvements: No improvements vacant land
 Do present improvements conform to zoning? ☐ Yes ☐ No ☒ No improvements If No, explain:

Present use of subject site: Vacant land Current or proposed ground rent? ☐ Yes ☒ No If Yes, \$

Topography: Level Size: 15,246 SF - subject to survey Drainage: Adequate

Corner Lot: ☐ Yes ☒ No Underground Utilities: ☒ Yes ☐ No Fenced: ☐ Yes ☒ No If Yes, type:

Special Flood Hazard Area: ☒ Yes ☐ No FEMA Flood Zone: AE FEMA Map #: 28035C0108D FEMA Map Date: 03/02/2010

Utilities	Public	Other	Provider or Description	Off-site Improvements	Type/Description	Public	Other
Electricity	☒	☐		Street Surface	Asphalt/Gravel	☒	☐
Gas	☒	☐		Street Type/Influence	LIMITED ACCESS	☐	☐
Water	☒	☐		Curb/Gutter	None	☐	☐
Sanitary Sewer	☒	☐		Sidewalk	None	☐	☐
Other	☐	☐		Street Lights (type)	Poles	☒	☐
Other	☐	☐		Alley	No	☐	☐

Are the utilities and off-site improvements typical for the market? ☒ Yes ☐ No If No, describe:

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☒ Yes ☐ No If Yes, describe:

Access is purportedly from Tennessee Street (per county plat) but at best appears very limited. The site fronts along Gordons Creek with limited use other than expansion for parking by adjoining properties.

Site Comments: Per FEMA Map #28035C0106D, dated 03/02/2010 the subject site is located within a FEMA identified Flood Hazard Area.

File No.: 12423LAN

Loan No.: POLK

LAND APPRAISAL REPORT

There are _____ comparable sites currently offered for sale in the subject neighborhood ranging in price from \$ 10,000 to \$ 200,000				
There were _____ comparable sites sold in the past 12 months in the subject neighborhood ranging in sale price from \$ 10,000 to \$ 200,000				
COMPARABLE SALES				
FEATURE	SUBJECT	COMPARABLE # 1	COMPARABLE # 2	COMPARABLE # 3
Address	Tennessee St	221 Market St	Hardy St	East Hardy St
City/ST/Zip	Hattiesburg, MS 39401	Hattiesburg, MS 39401	Hattiesburg, MS 39401	Hattiesburg, MS 39402
Proximity to Subject		0.43 miles NE	0.06 miles SE	1.07 miles E
Data Sources	Field Notes	MLS - BHHS Ann Prewitt Gulf Co	Appraisal Files	MLS - Realty Executives
Verification Sources		HARR MLS #107722	Polk to Marlow, LLC	HAAR MLS #114358
Sale Price	\$ NA	\$ 30,000	\$ 177,000	\$ 43,000
Price/ Sq.Ft.	\$	\$ 1.21	\$ 5.43	\$ 1.27
Date of Sale (MO/DA/YR)	NA	11/15/2012	07/19/2018	08/22/2018
Days on Market		NA	NA	3
Financing Type	NA	CASH to seller	CASH to seller	Conventional
Concessions		None Noted	None Noted	Seller Paid \$700 -700
Location	Urban	Urban	Urban	Urban
Property Rights Appraised	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site Size (in Sq.Ft.)	15,246 SF	24,829 SF -5,750	32,822 SF -47,263	33,915 SF -11,948
View	Average/Flood Zn	Average/No Flood -3,000	Average/Flood Zn	Average/Flood Zn
Topography	Level	Level	Level	Level
Available Utilities	All Public Utilities	All Public Utilities	All Public Utilities	All Public Utilities
Street Frontage	NONE/Limited	Mobile/Market St -3,000	HARDY St -79,650	E. Hardy St -4,300
Street Type	LIMITED ACCESS	Public/Commercial -3,000	Public/Commercial -17,700	Public/Commercial -4,300
Water Influence	Gordons Creek	Neutral	Neutral	Neutral
Fencing	None	None	None Noted	None Noted
Improvements	None	None	None	None
Part Legal Description	See Attached RE	Pl Lts 10/11 Blk 18	Lts 2 - 6, Blk 1, J F	Lts 18-20, Blk 4, R
Part Legal Description	Tax Data Page	Burkett Subdivision	Long/D H McInnis	A Magruder S/D
Net Adjustment (Total, in \$)		+ - \$ -14,750	+ - \$ -144,613	+ - \$ -21,248
Adjusted sales price of the		Net Adj. 49.2 %	Net Adj. 81.7 %	Net Adj. 49.4 %
Comparable Sales (in \$)		Gross Adj. 49.2 % \$ 15,250	Gross Adj. 81.7 % \$ 32,387	Gross Adj. 49.4 % \$ 21,752
The Appraiser has researched the transfer history of the subject property for the past 3 years and the listing history of the subject for the past 12 months prior to the effective date of this appraisal. The appraiser has also researched the transfer and listing history of the comparable sales for the past 12 months.				
The appraiser's research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of the appraisal.				
Data Sources: Field notes, owner (estate) data, and MLS data.				
The appraiser's research ☐ did ☒ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.				
Data Sources: MLS and Listing Broker Data.				
The appraiser's research ☐ did ☒ did not reveal any prior listings of the subject property or comparable sales for the year prior to the effective date of the appraisal.				
Data Sources: MLS and Estate Data				
Listing/Transfer History (if more than two, use comments section or an addendum.)	Transfer/Sale (ONLY) of the Subject in past 36 months:	Listing and Transfer history of Comp 1 in past 12 months:	Listing and Transfer history of Comp 2 in past 12 months:	Listing and Transfer history of Comp 3 in past 12 months:
	\$	\$	\$	\$
	\$	\$	\$	\$
Subject property is currently listed for sale? ☐ Yes ☒ No Data Source: HAAR MLS Data				
Current Listing History	List Date	List Price	Days on Market	Data Source
		\$		
Subject property has been listed within the last 12 months? ☐ Yes ☒ No Data Source: HAAR MLS Data				
12 Month Listing History	List Date	List Price	Days on Market	Data Source
		\$		
		\$		
Comments on Prior Sales/Transfers and Current and Prior Listings: Per data from the client, Forrest County tax office, and MLS the subject had not been sold within the previous three (3) years of the date of valuation. It was not listed for sale as of the date of valuation (05/14/2020), nor had it been listed within the previous year of the date of valuation. None of the comparable sales were noted to have had a prior sale take place within the previous year of their most recent sale dates.				
Summary of the Sales Comparison Approach: All of the vacant land sales are of parcels of land in near the central part of Hattiesburg. They are considered the best available for the subject appraisal report. Comp #2 adjoins the subject site and the two (2) parcels (comp #2 & subject) were the same parcel before Comp #2 was sold. The main factors affecting the subject's value are access or road frontage and flood zone status. As shown the subject site has either very limited or no access and is situated within a FEMA identified flood hazard area. The appraiser gave the most consideration to Comp #2 due to its close proximity. Adjustments were made for (1) seller paid concession, differences in (2) size, (3) flood zone status, (4) street frontage/access, and (5) street type/access. Indicated values ranged from \$15,300 to \$32,400 (rounded) or approximately \$1.00 to \$2.13 per square foot for the subject property. A final or indicated value of \$25,000 (\$1.64 per sq ft) was concluded as the subject's current market value.				
Reconciliation Comments: Consideration of all approaches to value was made in the determination of the subject's value. Since the site is being valued as vacant land the Cost Approach is not appropriate to develop and the Income Approach is not typically used on vacant land due to limited land rental data. The appraiser relied primarily on the Market Data or Sales Comparison Approach to Value for the subject site.				
This appraisal is made ☒ "as is", or ☐ subject to the following conditions or inspections: The subject property is being appraised in its "as is" condition which is vacant commercial land.				
Based on a complete visual inspection of the subject site and those improvements upon said site, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of market value, as defined, of the real property that is the subject of this report is:				
Opinion of Market Value: \$ 25,000 , as of: May 14, 2020 , which is the date of inspection and the effective date of this appraisal.				

LAND APPRAISAL REPORT

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s): ☐ Detached: ☐ Attached:
 Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.
 Legal Name of Project: _____
 Total number of phases: _____ Total number of units: _____ Total number of units sold: _____
 Total number of units rented: _____ Total number of units for sale: _____ Data sources: _____
 Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion: _____
 Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source: _____
 Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion: _____

Describe common elements and recreational facilities: _____

CERTIFICATIONS AND LIMITING CONDITIONS

This report form is designed to report an appraisal of a parcel of land which may have some minor improvements but is not considered to be an "improved site". All improvements are considered to be of relatively minor value impact on the overall value of the site. This report form is not designed to report on an "improved site" where significant value is derived from the improvements. This appraisal report form may be used for single family, multi-family sites and may be included within a PUD development.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject site and any limited improvements, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this report is the lender/client identified within the appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: OCC, OTS, FRS, & FDIC joint regulations published June 7, 1994)

*Adjustments to the comparables must be made for special or creative concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect the subject property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the subject property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties express or implied. The appraiser will not be responsible for any such conditions that do exist or for the engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal must not be considered as an environmental assessment of the property.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject site and any limited improvements. I have reported the information in factual and specific terms. I identified and reported the deficiencies of the subject site that could affect the utility of the site and its usefulness as a building lot(s).
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them unless indicated elsewhere within this report as there are no or very limited improvements and these approaches to value are not deemed necessary for credible results and/or reliable indicators of value for this appraisal assignment.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of the sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining multiple transactions into one reported sale.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I have verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

LAND APPRAISAL REPORT

CERTIFICATIONS AND LIMITING CONDITIONS (continued)

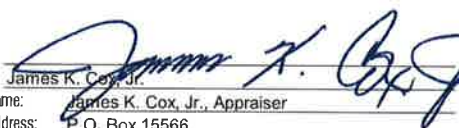
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SIGNATURES

APPRAISER

Signature: 

Name: James K. Cox, Jr.

Company Name: James K. Cox, Jr., Appraiser

Company Address: P.O. Box 15566

Hattiesburg, MS 39404

Telephone Number: 601-264-3818

Email Address: jamcoxjr@bellsouth.net

Date of Signature and Report: May 15, 2020

Effective Date of Appraisal: May 14, 2020

State Certification #: GA #331

or State License #:

or Other (describe):

State #:

State: MS

Expiration Date of Certification or License: 06/30/2021

ADDRESS OF PROPERTY APPRAISED

Tennessee St

Hattiesburg, MS 39401

APPRAISED VALUE OF SUBJECT PROPERTY \$ 25,000

LENDER/CLIENT

Name: NO AMC

Company Name: City of Hattiesburg

Company Address: P.O. Box 1898

Hattiesburg, MS 39403

Email Address: annjones@hattiesburgms.com

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature: _____

Name: _____

Company Name: _____

Company Address: _____

Telephone Number: _____

Email Address: _____

Date of Signature: _____

State Certification #: _____

or State License #: _____

State: _____

Expiration Date of Certification or License: _____

SUBJECT PROPERTY

☐ Did not inspect subject property☐ Did inspect exterior of subject property from at least the street

Date of Inspection: _____

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street☐ Did inspect exterior of comparable sales from street

Date of Inspection: _____

Real Estate Tax Data

Delta Computer Systems

Page 1 of 1

Forrest County Mississippi



Property Link

FORREST COUNTY, MS

Current Date 5/14/2020

Tax Year 2019
Records Last Updated 5/14/2020**PROPERTY DETAIL**OWNER POLK MARTHA B-DBA J O BARRON P
2407 MIMOSA LN

ACRES : **NA**

LAND VALUE : 5760

IMPROVEMENTS : **NA**

HATTIESBURG MS 39402

TOTAL VALUE: 5760

ASSESSED : 864

PARCEL 2-029J-10-159.00

ADDRESS **NA**

TAX INFORMATION

YEAR 2019	TAX DUE	PAID	BALANCE
COUNTY	56.21	56.21	0.00
CITY	45.90	45.90	0.00
SCHOOL	55.38	55.38	0.00
TOTAL	157.49	157.49	0.00

LAST PAYMENT DATE 2 / 13 / 2020

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL
HOMESTEAD CODE None	ALL BLK 1 & PT BRUNIE ST BG NE
TAX DISTRICT 1110	CR LT 1 E20FT S150FT W20FT
PPIN 019935	N150FT TO POB LESS PT TO C E
SECTION 10	BARRON & PT PER DB 319 PG 172
TOWNSHIP 04N	& ALL BLK 2 W OF GORDON CR BLK
RANGE 13W	1 & 2
Book	PREV #:H0496-01-004
Page	LESS PT SOLD B1131 P260 6/14/2

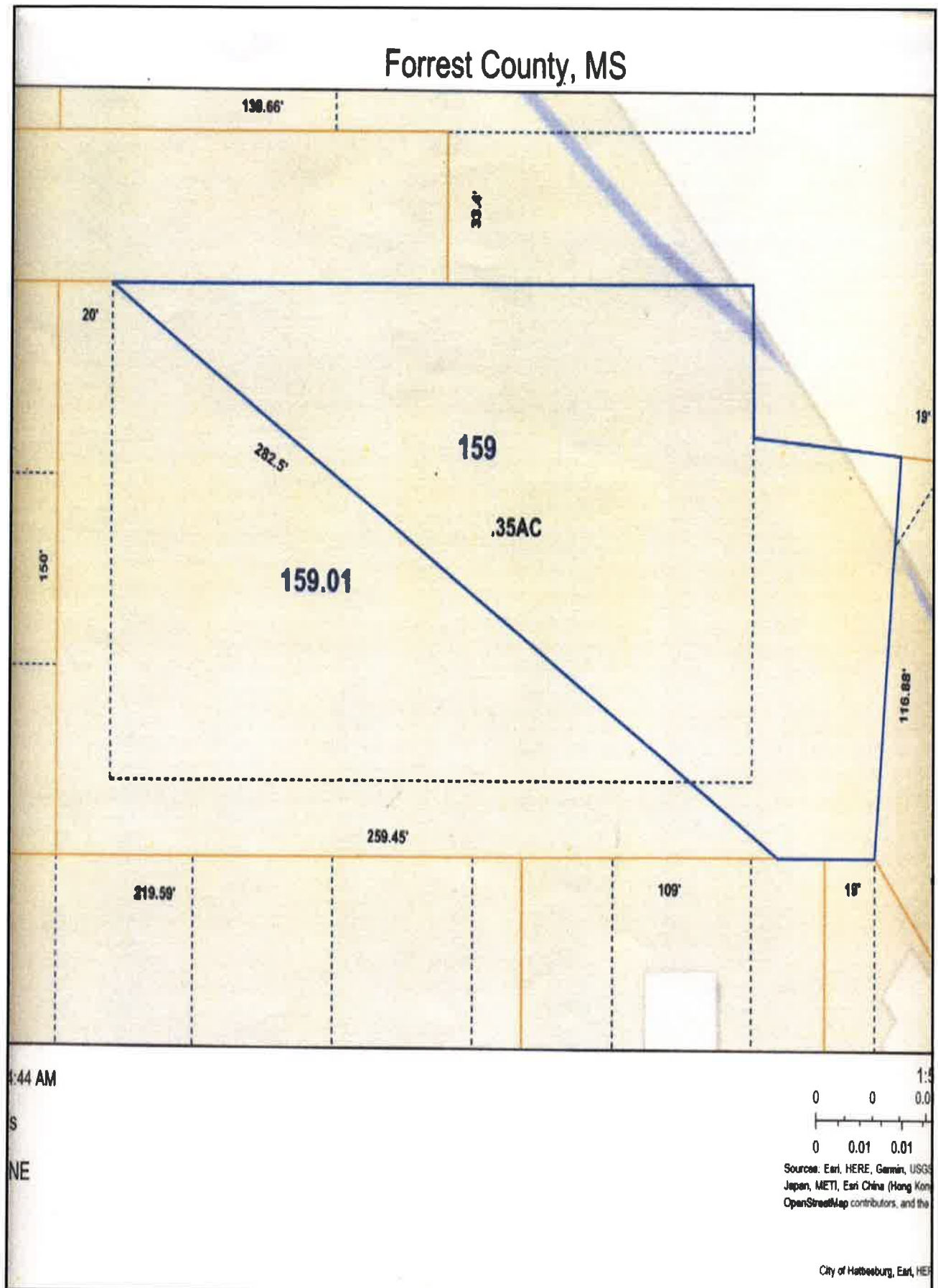
PURCHASE COUNTY TAX SALE FILES**TAX SALES HISTORY, FOR UNPAID TAXES**

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
NO TAX SALES FOUND		

View Appraisal RecordBack

[Forrest County Home](#) |
 [Online Property Tax Payments](#) |
 [Online Personal Property Tax Payments](#) |
 [Online Mobile Home Tax Payments](#) |
 [Online Car Tag Payments](#) |
 [Privacy Policy](#) |
 [Terms of Use](#) |
 [Contact Us](#) |
 [Help](#)

Real Estate Tax Data & Plat



Subject Photo Page

Borrower/Client	NA				
Property Address	Tennessee St				
City	Hattiesburg	County	Forrest	State	MS
Lender	City of Hattiesburg	Zip Code	39401		

**View From Street**

Tennessee St
 Sales Price NA
 GLA
 Total Rooms
 Total Bedrms
 Total Bathrms
 Location Urban
 View Average/Flood Zn
 Site 15,246 SF
 Quality
 Age

**Tennessee St View****McLeod St View**

Subject Photo Page

Borrower/Client	NA				
Property Address	Tennessee St				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39401
Lender	City of Hattiesburg				



View Along Gordons

Tennessee St
Sales Price NA
G.L.A.
Tot. Rooms
Tot. Bedrms.
Tot. Bathrms.
Location Urban
View Average/Flood Zn
Site 15,246 SF
Quality
Age



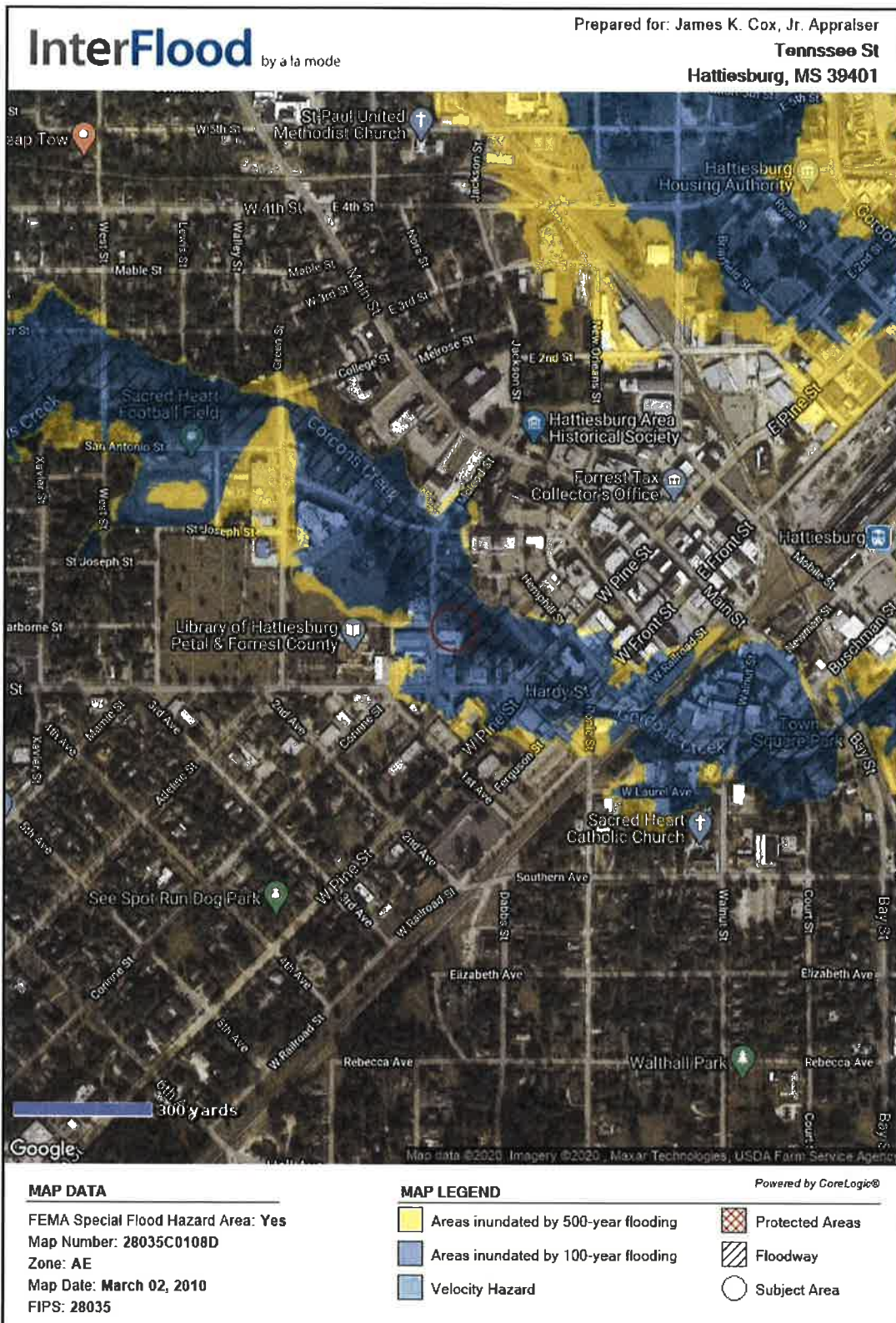
Gordons Creek View



Gordons Creek View

Flood Map

Borrower/Client	NA			
Property Address	Tennessee St			
City	Hattiesburg	County	Forrest	State MS Zip Code 39401
Lender	City of Hattiesburg			



Borrower/Client	NA		File No. 12423LAN	
Property Address	Tennessee St			
City	Hattiesburg	County	Forrest	State MS Zip Code 39401
Lender	City of Hattiesburg			

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- ☒ **Appraisal Report** (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☐ **Restricted Appraisal Report** (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or 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 development or reporting of a predetermined value or 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.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Reasonable Exposure Time (USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 150 to 180 days.

Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

COVID-19 Limiting Language

The global outbreak of a "novel coronavirus" known as COVID-19 was officially declared a pandemic by the World Health Organization (WHO). The reader is cautioned, and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of any unforeseen event, subsequent to the effective date of the appraisal.

HIGHEST & BEST USE STATEMENT: The legally permissible use of the subject site is for Commercial. The zoning complies with the surrounding properties with no zoning changes anticipated. Highest and best use as "VACANT" is for Commercial. The subject is currently VACANT and is being appraised in its "as is" condition which is vacant. Since it is not improved at this time but if it were improved as Commercial it would be its "highest & best" use based on surrounding factors.

APPRAISER:

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: 

Name: James K. Cox, Jr.

Signature: _____

Name: _____

State Certification #: GA #331

or State License #: _____

State: MS Expiration Date of Certification or License: 06/30/2021

Date of Signature and Report: May 15, 2020

Effective Date of Appraisal: May 14, 2020

Inspection of Subject: ☐ None ☒ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): May 14, 2020

State Certification #: _____

or State License #: _____

State: _____ Expiration Date of Certification or License: _____

Date of Signature: _____

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): _____

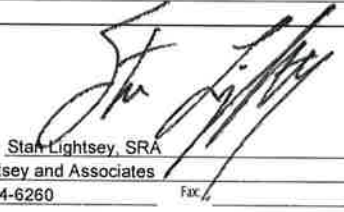
LAND APPRAISAL SUMMARY REPORT

 File No.: **Tennessee Street**
 State: **MS** Zip Code: **39401**

SUBJECT	Property Address: Tennessee Street		City: Hattiesburg		Legal Description: See attached tax statement																																																																																																														
	County: Forrest																																																																																																																		
	Assessor's Parcel #: 2-029J-10-139.00 (part of)		Tax Year: 2018		R.E. Taxes: \$ 1,985.89																																																																																																														
	Market Area Name: NE Hattiesburg		Map Reference: 25620		Special Assessments: \$ 0																																																																																																														
ASSIGNMENT	Current Owner of Record: Polk		Borrower (if applicable):		Census Tract: 0107.00																																																																																																														
	Project Type (if applicable): ☐ PUD ☐ De Minimis PUD ☐ Other (describe)		HOA: \$ 0		☐ per year ☐ per month																																																																																																														
	Are there any existing improvements to the property? ☒ No ☐ Yes		If Yes, indicate current occupancy: ☐ Owner ☐ Tenant ☐ Vacant ☐ Not habitable																																																																																																																
	If Yes, give a brief description: N/A																																																																																																																		
MARKET AREA DESCRIPTION	The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)																																																																																																																		
	This report reflects the following value (if not current, see comments): ☒ Current (the Inspection Date is the Effective Date) ☐ Retrospective ☐ Prospective																																																																																																																		
	Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)																																																																																																																		
	Intended Use: Valuation for possible purchase																																																																																																																		
SITE DESCRIPTION	Intended User(s) (by name or type): City of Hattiesburg																																																																																																																		
	Client: City of Hattiesburg			Address: P O Box 1898, Hattiesburg, MS 39403																																																																																																															
	Appraiser: Stan Lightsey, SRA			Address: PO Box 15489, Hattiesburg, MS 39404-5489																																																																																																															
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Market Area Comments: The subject is located just southeast of the Central Business District of Hattiesburg. The area contains a variety of commercial and residential uses. Not all properties in the area appear to be receiving normal maintenance, though there has been somewhat of a revitalization of the area in recent years and this appears to be ongoing.																																																																																																																			
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<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>Utilities</th> <th>Public</th> <th>Other</th> <th>Provider/Description</th> <th>Off-site Improvements</th> <th>Type</th> <th>Public</th> <th>Private</th> <th>Frontage</th> <th>Tennessee Street</th> </tr> <tr> <td>Electricity</td> <td>☒</td> <td>☐</td> <td>MS Power</td> <td>Street</td> <td>City street</td> <td>☒</td> <td>☐</td> <td>Topography</td> <td>Gentle slope</td> </tr> <tr> <td>Gas</td> <td>☒</td> <td>☐</td> <td>Spire Energy</td> <td>Width</td> <td>50 feet</td> <td></td> <td></td> <td>Size</td> <td>21,780 sf</td> </tr> <tr> <td>Water</td> <td>☒</td> <td>☐</td> <td>City</td> <td>Surface</td> <td>Asphalt</td> <td></td> <td></td> <td>Shape</td> <td>Irregular</td> </tr> <tr> <td>Sanitary Sewer</td> <td>☒</td> <td>☐</td> <td>City</td> <td>Curbs/Gutter</td> <td>Concrete</td> <td>☒</td> <td>☐</td> <td>Drainage</td> <td>Appears adequate</td> </tr> <tr> <td>Storm Sewer</td> <td>☒</td> <td>☐</td> <td>City</td> <td>Sidewalk</td> <td>Concrete</td> <td>☒</td> <td>☐</td> <td>View</td> <td>City street</td> </tr> <tr> <td>Telephone</td> <td>☒</td> <td>☐</td> <td>Area providers</td> <td>Street Lights</td> <td>Electric</td> <td>☒</td> <td>☐</td> <td></td> <td></td> </tr> <tr> <td>Multimedia</td> <td>☒</td> <td>☐</td> <td>Area providers</td> <td>Alley</td> <td>None</td> <td>☐</td> <td>☐</td> <td></td> <td></td> </tr> <tr> <td colspan="4">Other site elements: ☒ Inside Lot ☐ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe)</td> <td colspan="6"></td> </tr> <tr> <td colspan="4">FEMA Spec Flood Hazard Area ☒ Yes ☐ No FEMA Flood Zone AE FEMA Map # 28035C0108D FEMA Map Date 3/2/2010</td> <td colspan="6"></td> </tr> <tr> <td colspan="10">Site Comments: Site appears to have access from dead end section of Tennessee Street east of McLeod Street. Parcel being appraised is the northeasterly portion of the site, designated with the star on the attached plat map. It appears that approximately 7,000 square feet of the site is actually in Gordon's Creek, based on tax assessor's map. This reduces the actual usable portion of the site to approximately 14,780 square feet.</td> </tr> </table>						Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Frontage	Tennessee Street	Electricity	☒	☐	MS Power	Street	City street	☒	☐	Topography	Gentle slope	Gas	☒	☐	Spire Energy	Width	50 feet			Size	21,780 sf	Water	☒	☐	City	Surface	Asphalt			Shape	Irregular	Sanitary Sewer	☒	☐	City	Curbs/Gutter	Concrete	☒	☐	Drainage	Appears adequate	Storm Sewer	☒	☐	City	Sidewalk	Concrete	☒	☐	View	City street	Telephone	☒	☐	Area providers	Street Lights	Electric	☒	☐			Multimedia	☒	☐	Area providers	Alley	None	☐	☐			Other site elements: ☒ Inside Lot ☐ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe)										FEMA Spec Flood Hazard Area ☒ Yes ☐ No FEMA Flood Zone AE FEMA Map # 28035C0108D FEMA Map Date 3/2/2010										Site Comments: Site appears to have access from dead end section of Tennessee Street east of McLeod Street. Parcel being appraised is the northeasterly portion of the site, designated with the star on the attached plat map. It appears that approximately 7,000 square feet of the site is actually in Gordon's Creek, based on tax assessor's map. This reduces the actual usable portion of the site to approximately 14,780 square feet.									
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LAND APPRAISAL SUMMARY REPORT

File No.: Tennessee Street

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.								
Data Source(s): Tax Assessor/MLS								
TRANSFER HISTORY	1st Prior Subject Sale/Transfer		Analysis of sale/transfer history and/or any current agreement of sale/listing: <u>Subject is not known to be currently</u>					
	Date:		<u>under contract nor formally listed for sale.</u>					
	Price:							
	Source(s):							
	2nd Prior Subject Sale/Transfer							
	Date:							
Price:								
Source(s):								
SALES COMPARISON APPROACH	FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
	Address	Tennessee Street Hattiesburg, MS 39401	305 Mobile St Hattiesburg, MS 39401		221 Market St Hattiesburg, MS 39401		702 W 7th St Hattiesburg, MS 39401	
	Proximity to Subject		0.42 miles NE		0.41 miles NE		1.19 miles NW	
	Sale Price		\$ 22,000		\$ 30,000		\$ 30,000	
	Price/ Sq.Ft.		\$ 0.60		\$ 1.21		\$ 0.68	
	Data Source(s)	Tax Assessor	MLS # 74993		MLS # 107722		MLS # 76418	
	Verification Source(s)	Inspection	Assist 2 Sell		Berkshire Hathaway		J E Smith Realty	
	VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+ (-) \$ Adjust	DESCRIPTION	+ (-) \$ Adjust	DESCRIPTION	+ (-) \$ Adjust
	Sales or Financing		Cash		Cash		Cash	
	Concessions		Seller paid \$0		Seller paid \$0		Seller paid \$0	
	Date of Sale/Time		12/04/2008		08/31/2017		04/29/2009	
	Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
	Location	Urban	Urban		Urban		Urban	
	Site Area (in Sq.Ft.)	21,780	36,475		24,829		43,907	
	Topography	Gentle slope	Gentle slope		Gentle slope		Gentle slope	
	Zoning	B-3	B-5		B-5		B-2	
	Flood Zone	Yes	Yes		Yes		No	
	Easements	None noted	None noted		None noted		None noted	
	Improvements	No value	None		None		None	
	Net Adjustment (Total, in \$)							
Net Adjustment (Total, in \$ / Sq.Ft.)								
Adjusted Sale Price (in \$ / Sq.Ft.)			\$ 0.6		\$ 1.21		\$ 0.68	
Summary of Sales Comparison Approach Sales indicate an unadjusted range of value from \$.60 to \$1.21 per square foot. Sale 2 is considered to be the most similar and relevant to the subject's valuation due to location and time. Sales 1 and 3 are given less reliability due to time. Based on this data, the value opinion of the subject property is \$1.20 per square foot for the usable portion of the site. 14,780 sf @ \$1.20 = \$17,736, rounded to \$17,700.00. As the subject area has been virtually fully developed for many years, there are very few vacant sites available for sale in the subject market segment.								
PROJECT INFORMATION FOR PUDs (if applicable)	PROJECT INFORMATION FOR PUDs (if applicable) ☐ The Subject is part of a Planned Unit Development.							
	Legal Name of Project:							
	Describe common elements and recreational facilities:							
RECONCILIATION	Indicated Value by: Sales Comparison Approach \$ 17,700							
	Final Reconciliation As the subject is vacant land, only the Sales comparison Approach to value was considered to be relevant in the valuation process.							
	This appraisal is made ☐ "as is", or ☒ subject to the following conditions: It is assumed that the subject has public access from Tennessee Street.							
	☐ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.							
ATTACH.	Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 17,700, as of: 08/13/2019, which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.							
	A true and complete copy of this report contains 13 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits:							
	☒ Limiting cond./Certifications ☐ Narrative Addendum ☒ Location Map(s) ☒ Flood Addendum ☒ Scope of Work							
	☒ Photo Addenda ☒ Parcel Map ☐ Hypothetical Conditions ☒ Extraordinary Assumptions ☒ USPAP ID							
SIGNATURES	Client Contact: _____ Client Name: City of Hattiesburg							
	Address: P O Box 1898, Hattiesburg, MS 39403							
	APPRAISER: 							
	Appraiser Name: Stan Lightsey, SRA							
	Company: Lightsey and Associates							
	Phone: (601) 584-6260 Fax: _____							
	E-Mail: slights@bellsouth.net							
	Date of Report (Signature): 08/14/2019							
	License or Certification #: RA-16 State: MS							
	Designation: SRA							
Expiration Date of License or Certification: 03/31/2021								
Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)								
Date of Inspection: 08/13/2019								
Supervisory or Co-Appraiser Name: _____								
Company: _____								
Phone: _____ Fax: _____								
E-Mail: _____								
Date of Report (Signature): _____								
License or Certification #: _____ State: _____								
Designation: _____								
Expiration Date of License or Certification: _____								
Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect								
Date of Inspection: _____								

Assumptions, Limiting Conditions & Scope of Work

File No.: Tennessee Street

Property Address: Tennessee Street	City: Hattiesburg	State: MS	Zip Code: 39401
Client: City of Hattiesburg	Address: P O Box 1898, Hattiesburg, MS 39403		
Appraiser: Stan Lightsey, SRA	Address: PO Box 15489, Hattiesburg, MS 39404-5489		

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.
- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

File No.: Tennessee Street

APPRAISER'S CERTIFICATION

- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

GP LAND

USPAP ADDENDUM

File No. **Tennessee Street**

Borrower	
Property Address Tennessee Street	
City Hattiesburg	County Forrest
	State MS Zip Code 39401
Lender	

This report was prepared under the following USPAP reporting option:

☒ Appraisal Report	This report was prepared in accordance with USPAP Standards Rule 2-2(a).
☐ Restricted Appraisal Report	This report was prepared in accordance with USPAP Standards Rule 2-2(b).

Reasonable Exposure Time
 My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 180-270 days for based on MLS data

Additional Certifications
 I certify that, to the best of my knowledge and belief:

☒ I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

☐ I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or 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 development or reporting of a predetermined value or 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.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Additional Comments

APPRAISER:

Signature:

Name: Stan Lightsey, SRA

Date Signed: 08/14/2019

State Certification #: RA-16

or State License #:

State: MS

Expiration Date of Certification or License: 03/31/2021

Effective Date of Appraisal: 08/13/2019

SUPERVISORY APPRAISER: (only if required)

Signature: _____

Name: _____

Date Signed: _____

State Certification #: _____

or State License #: _____

State: _____

Expiration Date of Certification or License: _____

Supervisory Appraiser Inspection of Subject Property:

☐ Did Not ☐ Exterior-only from Street ☐ Interior and Exterior

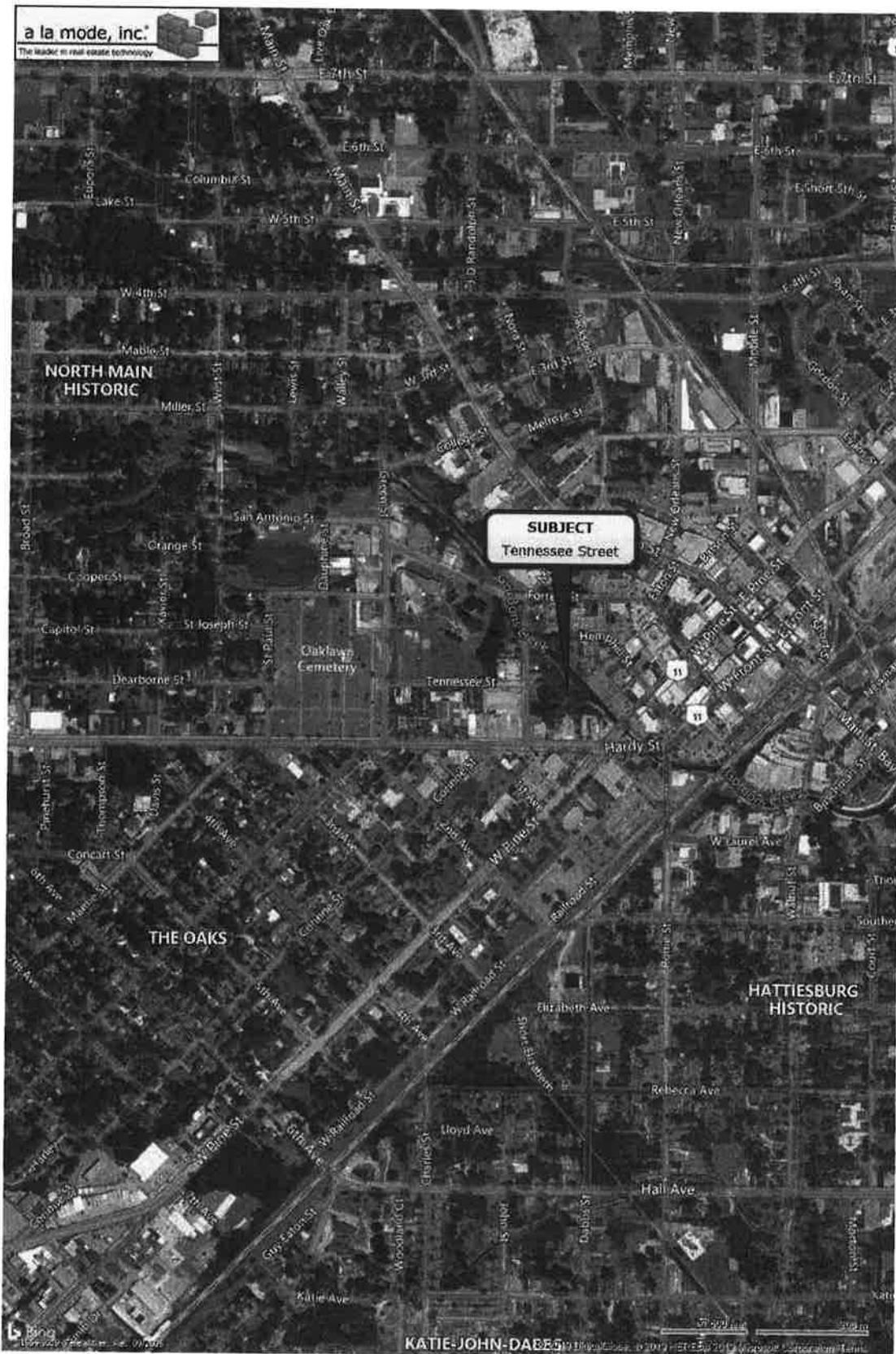
Location Map

Owner	Polk				
Property Address	Tennessee Street				
City	Hattiesburg	County	Forrest	State	MS
Client	City of Hattiesburg	Zip Code	39401		



Location Map

Owner	Polk				
Property Address	Tennessee Street				
City	Hattiesburg	County	Forrest	State	MS
Client	City of Hattiesburg	Zip Code	39401		



Flood Map

Owner	Polk					
Property Address	Tennessee Street					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Plat Map



Tax Data

8/13/2019

Delta Computer Systems

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link

FORREST COUNTY, MS

Current Date 8/13/2019

Tax Year 2018

Records Last Updated 8/13/2019

PROPERTY DETAIL

OWNER POLK MARTHA B-DBA J O BARRON P
2407 MIMOSA LN

ACRES : **NA**

LAND VALUE : 72370

IMPROVEMENTS : **NA**

HATTIESBURG MS 39402

TOTAL VALUE: 72370

ASSESSED : 10856

PARCEL 2-029J-10-159.00

ADDRESS **NA**

TAX INFORMATION

YEAR 2018 TAX DUE PAID BALANCE

COUNTY	713.24	713.24	0.00
CITY	576.78	576.78	0.00
SCHOOL	695.87	695.87	0.00
TOTAL	1985.89	1985.89	0.00

A Print Fee May Apply, Contact County For Total.

LAST PAYMENT 12 / 14 /
DATE 2018

MISCELLANEOUS INFORMATION

EXEMPT CODE		LEGAL	ALL BLK 1 & PT BRUNIE ST BG NE
HOMESTEAD CODE	None		CR LT 1 E20FT S150FT W20FT
TAX DISTRICT	1110		N150FT TO POB LESS PT TO C E
PPIN	019935		BARRON & PT PER DB 319 PG 172
SECTION	10		& ALL BLK 2 W OF GORDON CR BLK
TOWNSHIP	04N		1 & 2
RANGE	13W		PREV #:H0496-01-004
			LESS PT SOLD B1131 P260 6/14/2

Book Page

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

[View Appraisal Record](#)

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[Privacy Policy](#) | [Terms of Use](#) | [Contact Us](#) | [Help](#)

Photograph Addendum

Owner	Polk					
Property Address	Tennessee Street					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Subject site



Subject site

Photograph Addendum

Owner	Polk				
Property Address	Tennessee Street				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39401
Client	City of Hattiesburg				



View of Tennessee Street



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, July 7, 2020

Re: Declare and approve a sole source purchase covering rental of election equipment and related services for the upcoming municipal special election, as provided for in MS Code Section 31-7-13(m) (viii), based on information in the attached memorandum; authorize City Clerk to execute rental agreement with Election Systems and Software, Inc, in an amount not to exceed \$6,285.00
File Number: 2020-437
Minute Book #

Summary

Recommendation Statement

Please place this on the July 7, 2020 City Council meeting for consideration.



June 30th, 2020

Re: Municipal Election Support

Quote # - ESS-1121

Kermas Eaton (City Clerk)

City of Hattiesburg

PO Box 1898, 39403

200 Forest Street

Hattiesburg, MS 39401

Phone: 601-545-4602

Fax: 601-584-4892

e-mail: keaton@hattiesburgms.com

Dear Mr. Eaton

ES&S is pleased to offer to you the following pricing for your 2020 Municipal Election Support.

August 4th, 2020 Municipal Election Support

3 Days of Technician Support

Delivery and Rental of (2) DS200 Units and Peripherals

Database Ballot Coding Support

Total - \$6,285.00

Considerations that impact pricing:

1. Pricing is valid for 60 days.
2. Price includes all travel and expenses.
3. All Sales, Services and Licenses are subject and bound to the terms and conditions of ES&S.

Thank you again for the opportunity to quote your Municipal Election Support. We would ask that you please approve this proposal by signing and returning so that we can secure the necessary resources needed to support this service. Please feel free to call with any questions you might have pertaining to this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bill Lowe'.

Bill Lowe

Election Systems & Software

Account Manager - State of Mississippi

5738 Hwy 80 West Suite C

Jackson, MS 39209

Phone – 601-922-2476

Cell – 601-497-4769

Fax – 601-922-8475

Election Official Approval

“Maintaining Voter Confidence. Enhancing the Voting Experience.”

11208 John Galt Boulevard • Omaha, NE 68137 USA • Phone: 402.593.0101 • Toll-Free: 1.800.247.8683 • Fax: 402.593.8107 • www.essvote.com



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

TO: Mayor and City Council members

FROM: Kermas Eaton, Director of Administration/ City Clerk

DATE: July 1, 2020

RE: Sole Source request for rental of election equipment

To facilitate a timely and accurate processing of ballots cast in the upcoming special election for Non-Exclusive Electric Franchise to Mississippi Power, I wish to request approval of a Sole Source Declaration covering rental equipment and related services. Provisions covering this purchase are provided for in Section 31-7-13(m) (viii) of the Mississippi Code of 1972.

The ballot used by the City is an optical scan ballot supplied by Election Systems & Software (ES&S) ballots are purchased under the provisions of Section 31-7-13(m) (xvi) of the Mississippi Code of 1972. The optical scan ballot supplied by this company cannot be used on any other system except an ES&S model scanner.

Enclosed is a rental agreement with ES&S for the rental of a scanner and related equipment and services in an amount not to exceed \$6,285.00. The price includes a technician on site at City Hall for testing and operation of the equipment.

Please let me know if further information is needed.

Sincerely,

Kermas Eaton

City Clerk



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, July 7, 2020

Re: Extend state of emergency for an additional 30 days resulting from the pandemic event (COVID_19) that occurred on or about March 13, 2020.

File Number: 2020-427

Minute Book #

Summary

Recommendation Statement

Please place this on the July 7, 2020 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, July 7, 2020

Re: Ratification of plans and specifications for the Hardy Street and Concart Street Drainage and Sidewalk Improvements project and advertisement for bids.
File Number: 2020-438
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 July 7, 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

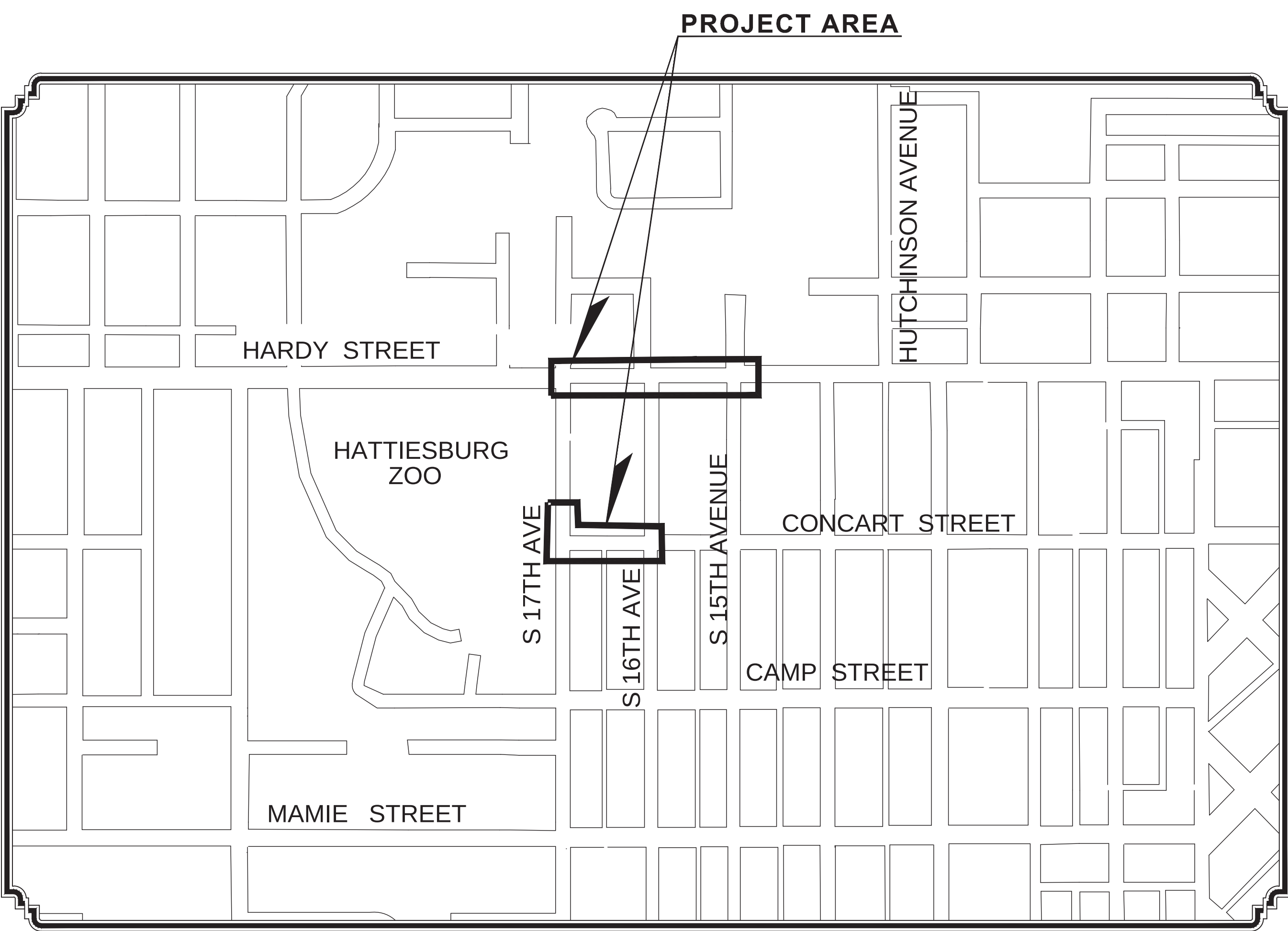
LAMAR RUTLAND, P.E.

COUNCIL MEMBERS

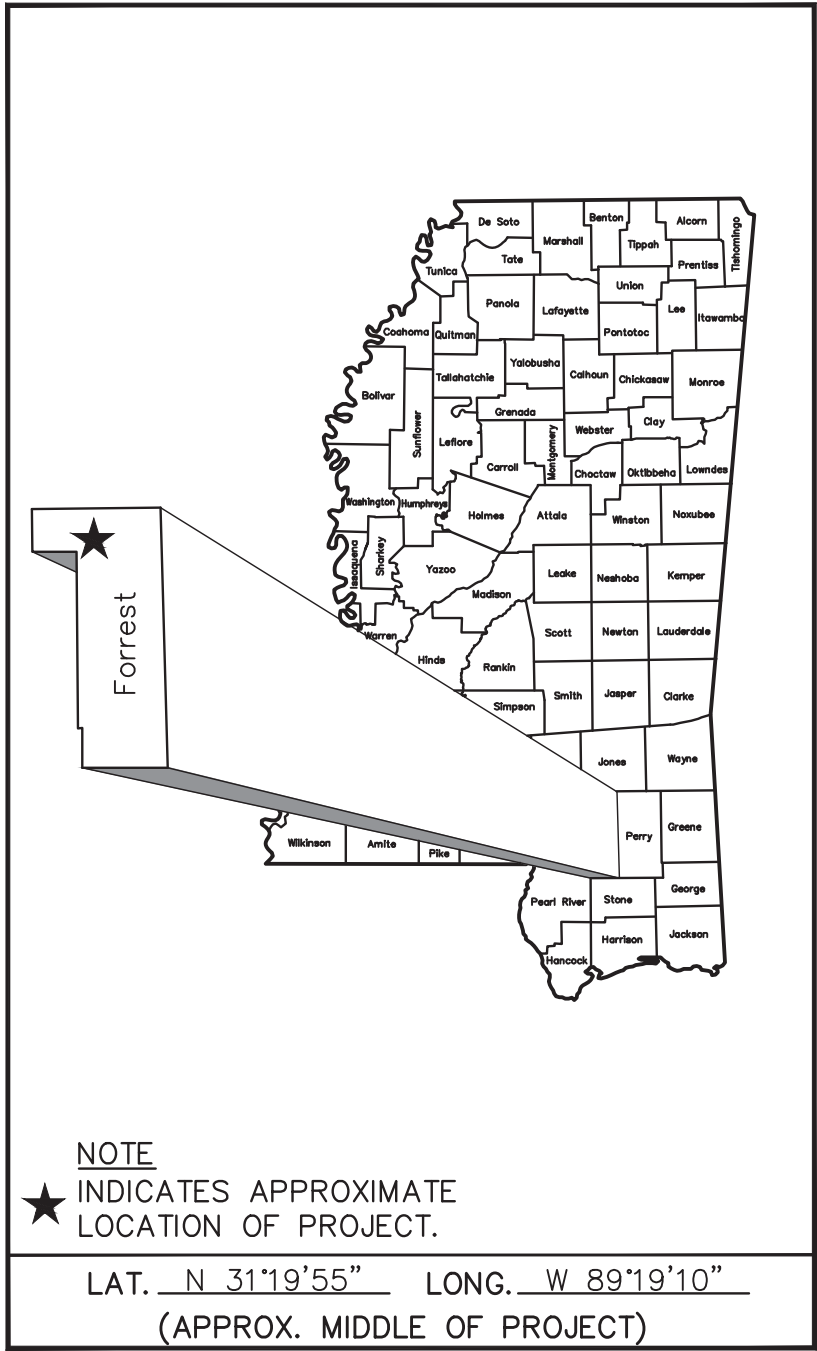
JEFFREY GEORGE	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
MARY DRYDEN	WARD 4
NICHOLAS BROWN	WARD 5

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



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

<u>DESCRIPTION OF SHEET</u>	<u>WKG. NO.</u>	<u>SHT. NO.</u>
<u>TITLE SHEET (1)</u>		1
<u>DETAILED INDEX & GENERAL NOTES (2)</u>		
DETAILED INDEX	DI-1	2
GENERAL NOTES	DI-2	3
<u>TYPICAL SECTIONS (2)</u>		
HARDY STREET SIDEWALK TYPICAL SECTIONS	TS-1	4
CONCART STREET SIDEWALK TYPICAL SECTIONS	TS-2	5
<u>DEMOLITION SHEETS (4)</u>		
HARDY STREET EXISTING CONDISTIONS AND DEMOLITION PLAN - STATION 0+00 TO 5+00	DEMO-1	6
HARDY STREET EXISTING CONDITIONS AND DEMOLITION PLAN - STATION 5+00 TO 8+50	DEMO-2	7
CONCART STREET DEMOLITION STA. 0+00 TO 2+50 - S 17TH AVENUE DEMOLITION STA. 20+00 TO 22+50	DEMO-3	8
CONCART STREET DEMOLITION - STATION 2+50 TO 5+24	DEMO-4	9
<u>SITE PLAN SHEETS (4)</u>		
HARDY STREET SITE PLAN STA 0+00 TO 5+00	PP-1	10
HARDY STREET SITE PLAN STA 5+00 TO 8+50	PP-2	11
CONCART PATHWAY SITE PLAN - STATION 0+00 TO 2+50	PP-3	12
CONCART PATHWAY SITE PLAN - STATION 2+50 TO 5+24	PP-4	13
<u>DETAIL SHEETS (3)</u>		
SITE DETAILS	DET-1	14
SITE DETAILS	DET-2	15
SITE DETAILS	DET-3	16
<u>TRAFFIC CONTROL SHEETS (2)</u>		
TRAFFIC CONTROL PLAN	TCP-1	17
TRAFFIC CONTROL DETAILS - ONE LANE CLOSURE (2 LANE ROAD)	TCP-2	18
<u>STANDARD DRAWINGS (7)</u>		
STORM SEWER DETAILS - SS-2 CURB INLET	SS-2	19
SILT FENCE DETAILS	EC-1	20
WATTLE DETAILS	EC-2	21
SANDBAG DETAILS	EC-3	22
PIPE COLLAR DETAILS	PC-1	23
TRAFFIC CONTROL SIGN AND BARRICADE DETAILS	TCP-3	24
BUS STOP FOUNDATION	BSFO-1	25
<u>LANDSCAPE SHEETS (2)</u>		
LANDSCAPING PLAN - HARDY STREET	LS-1	26
LANDSCAPING DETAILS - HARDY STREET	LS-2	27
<u>LIGHTING DESIGN SHEETS BASE AND ADD ALT. 1 (5)</u>		
CONCART PATHWAY STA. 0+00 TO 2+50 AND S 17TH AVENUE STA. 20+00 TO 22+50 LIGHTING PLAN	LP-1	28
CONCART PATHWAY STATION 2+50 TO 5+24 LIGHTING PLAN	LP-2	29
LIGHTING DETAILS I	LD-1	30
LIGHTING DETAILS II	LD-2	31
ESTIMATED QUANTITIES - LIGHTING	EQL-1	32
<u>TOTAL NUMBER OF SHEETS (32)</u>		

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					CHKD:	DATE:					
					QA/QC:	DATE:					
											WORKING NUMBER: DI-1

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.

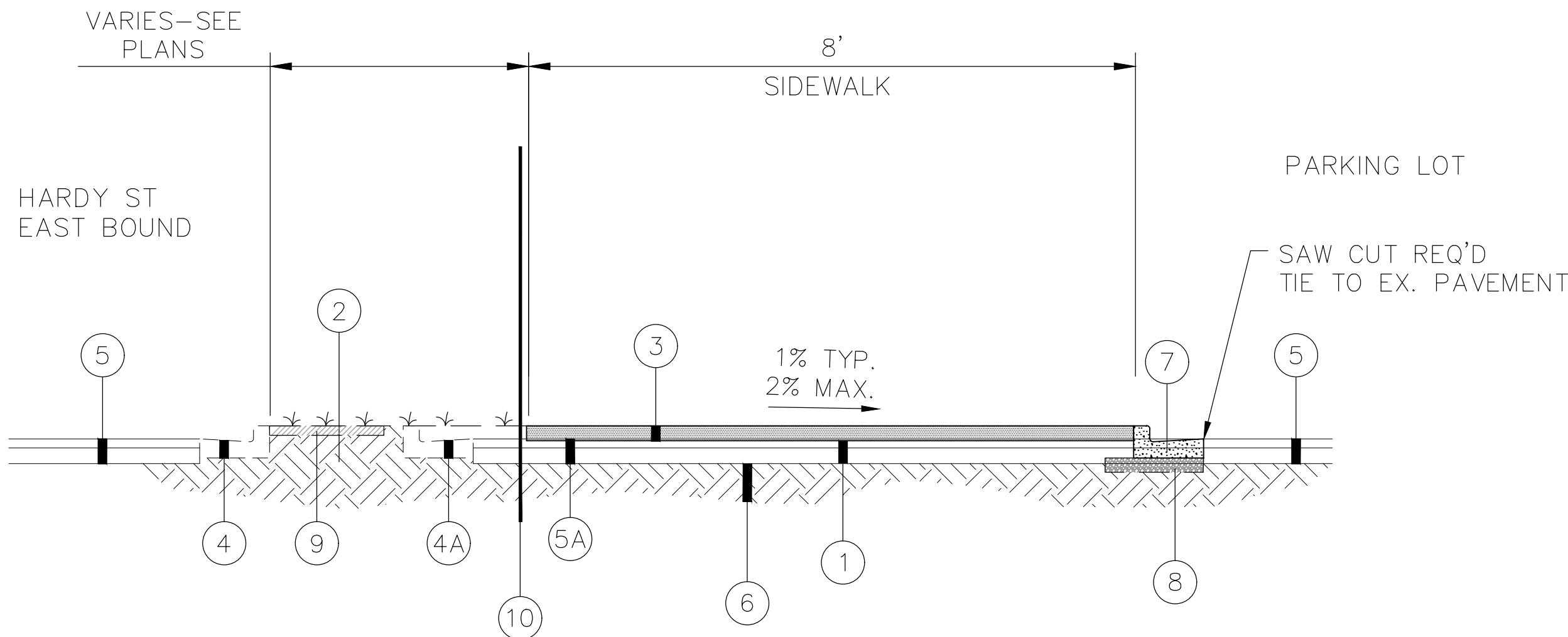
34. THE CONTRACTOR SHALL DISPOSE OF DEMOLITION ITEMS IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS, EXCEPT THOSE ITEMS SPECIFICALLY NOTED IN THE PLANS TO BE SALVAGED TO THE OWNER.

35. ALL DRAINAGE STRUCTURES SHALL BE CAST IN PLACE.

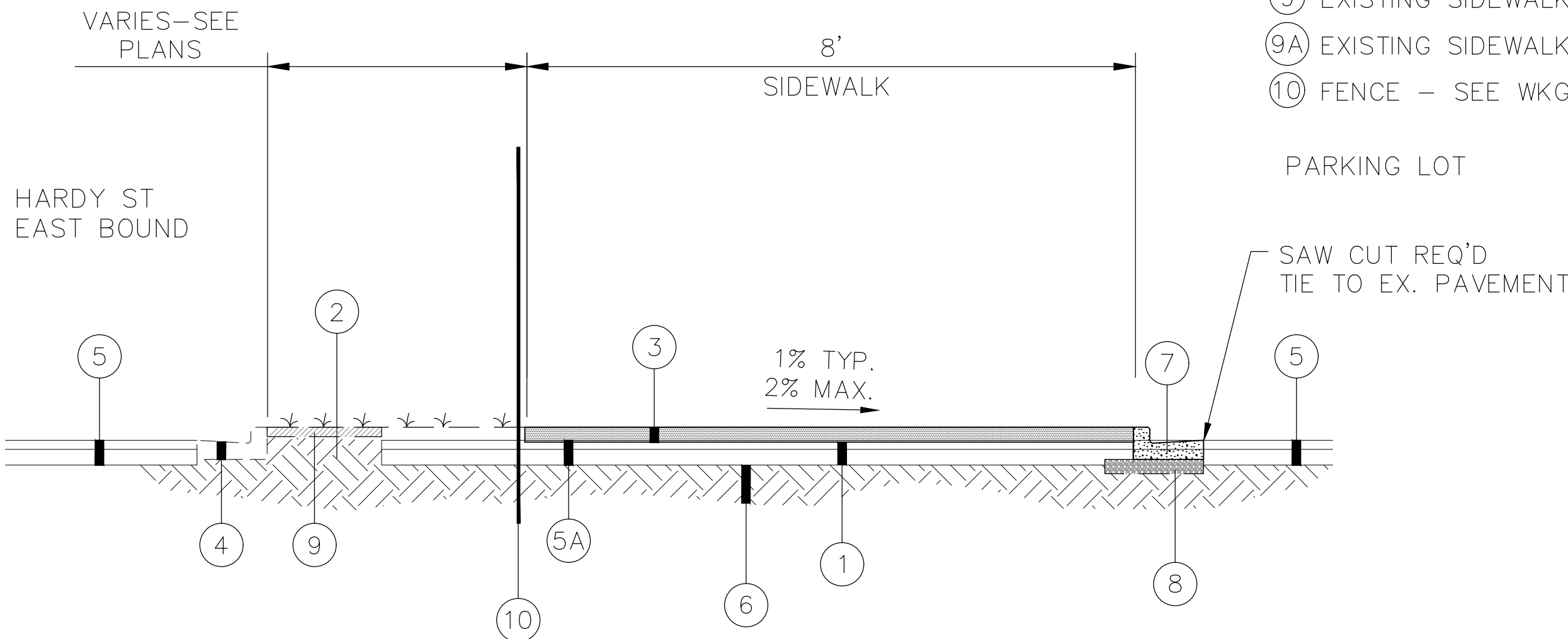
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION 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	GENERAL NOTES	
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					DRWN: MLJ	DATE: 08/2019					
					CHKD:	DATE:					
					QA/QC:	DATE:					

LEGEND

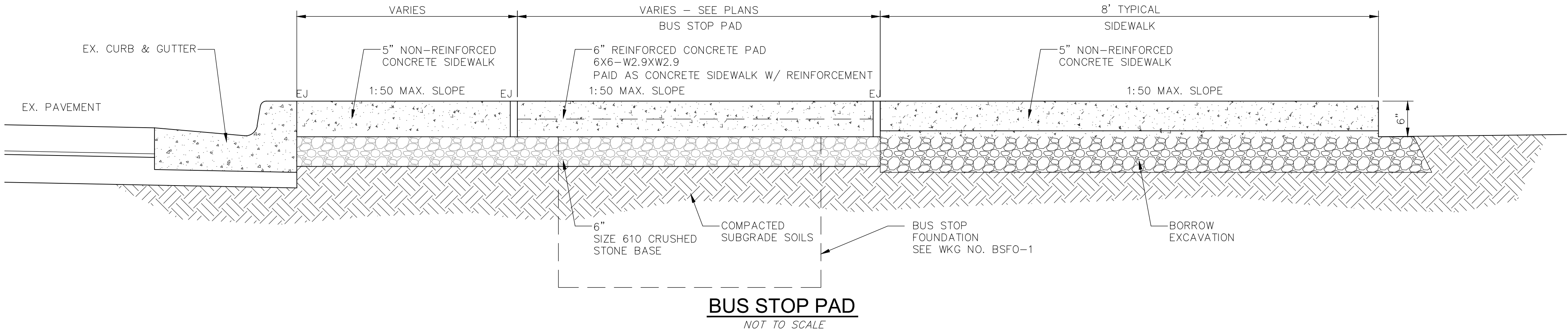
- ① CLASS B-9 BORROW MATERIAL, VARIABLE DEPTH
- ② 4" TOPSOIL BLANKET & SOLID SOD
- ③ 5" CONCRETE PAVING - SEE DET-1
- ④ EXISTING CURB & GUTTER
- ④A EXISTING CURB & GUTTER TO BE REMOVED
- ⑤ EXISTING PAVEMENT
- ⑤A EXISTING PAVEMENT TO BE REMOVED
- ⑥ COMPACTED SUBGRADE
- ⑦ PROPOSED CURB & GUTTER-SEE DET-1
- 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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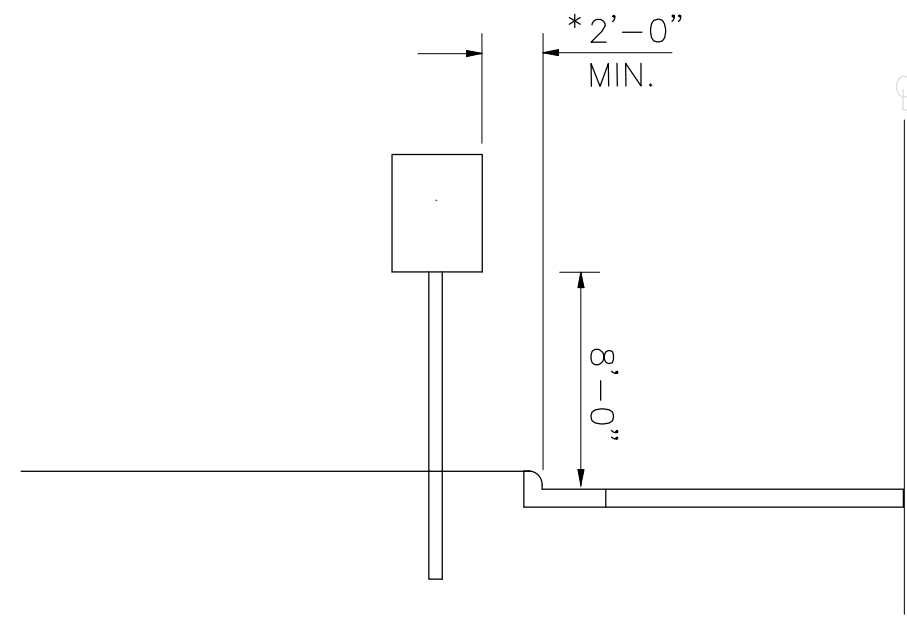
HARDY STREET AND CONCERT STREET
DRAINAGE AND SIDEWALK IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



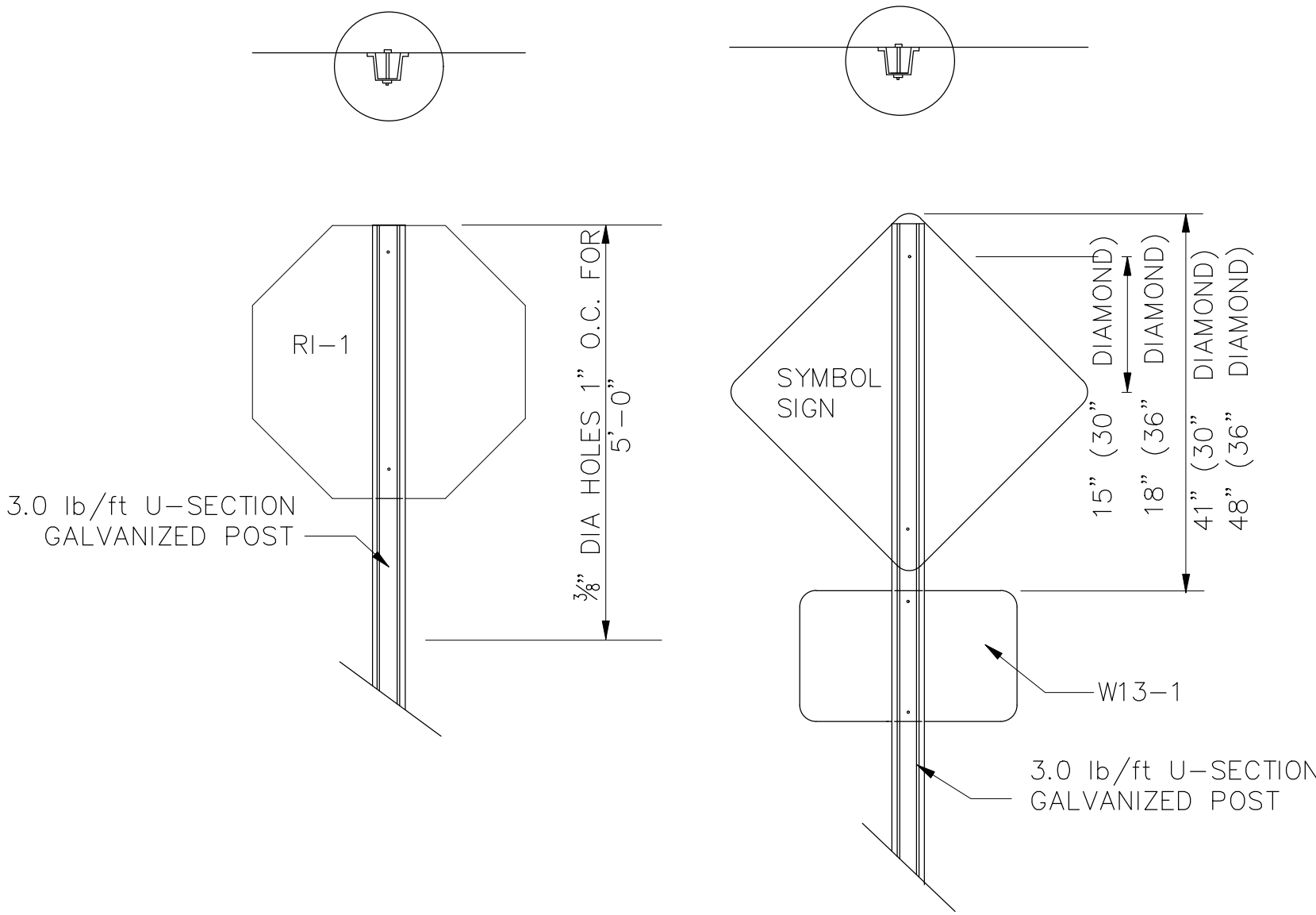
TYPICAL SECTIONS
HARDY STREET SIDEWALK

WORKING NUMBER:	DRAWING NUMBER:
TS-1	

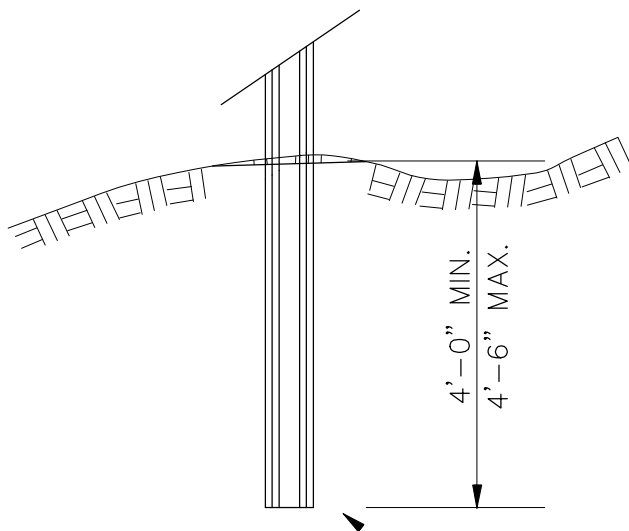


TYPICAL INSTALLATION ALONG
ROADWAY WITH NO SIDEWALK
NOT TO SCALE

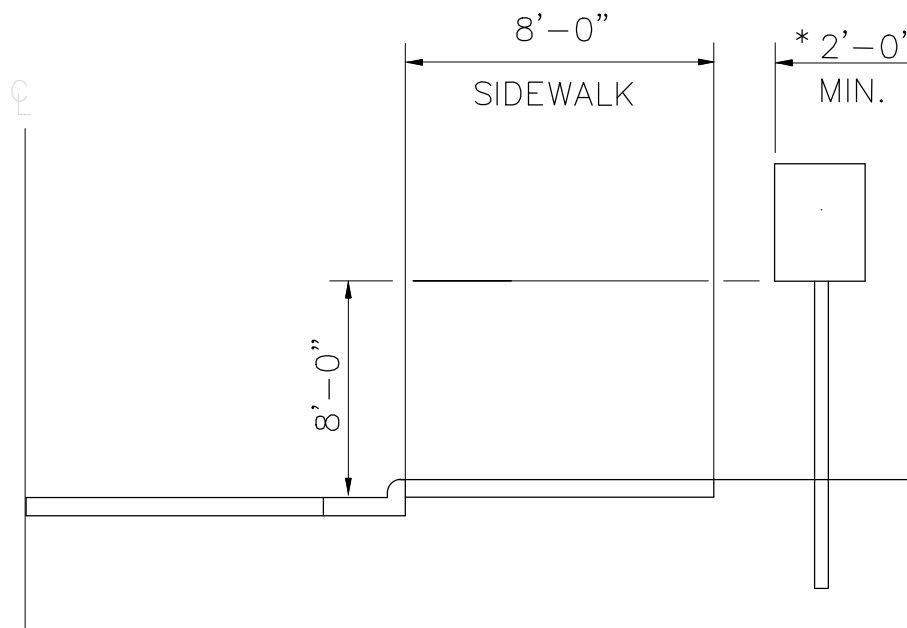
NOTE: *THE 2'-0" MINIMUM OFFSET APPLIES ONLY TO STANDARD
SIGNS MOUNTED ON U-SECTION POSTS. ALL STANDARD SIGNS
MOUNTED ON PIPE WILL BE OFFSET A MINIMUM OF 4'-0".



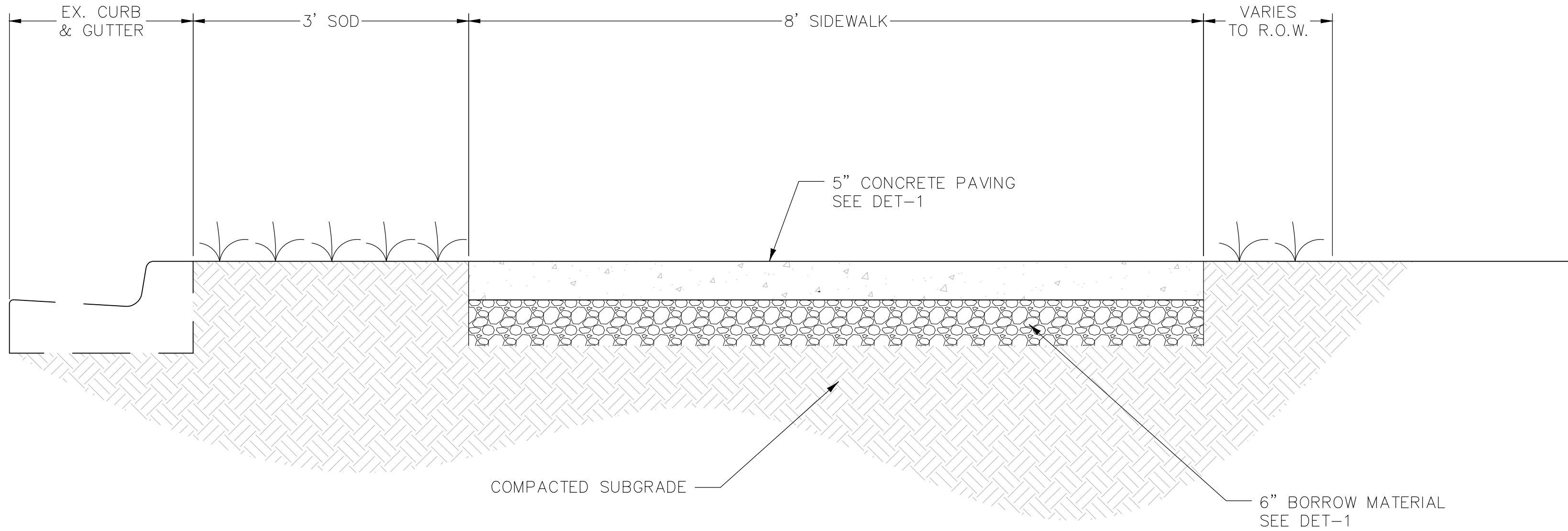
TYPICAL ASSEMBLY OF
"FLAT TOPPED" REGULATORY
OR WARNING SIGN MOUNTED ON
A SINGLE U-SECTION POST



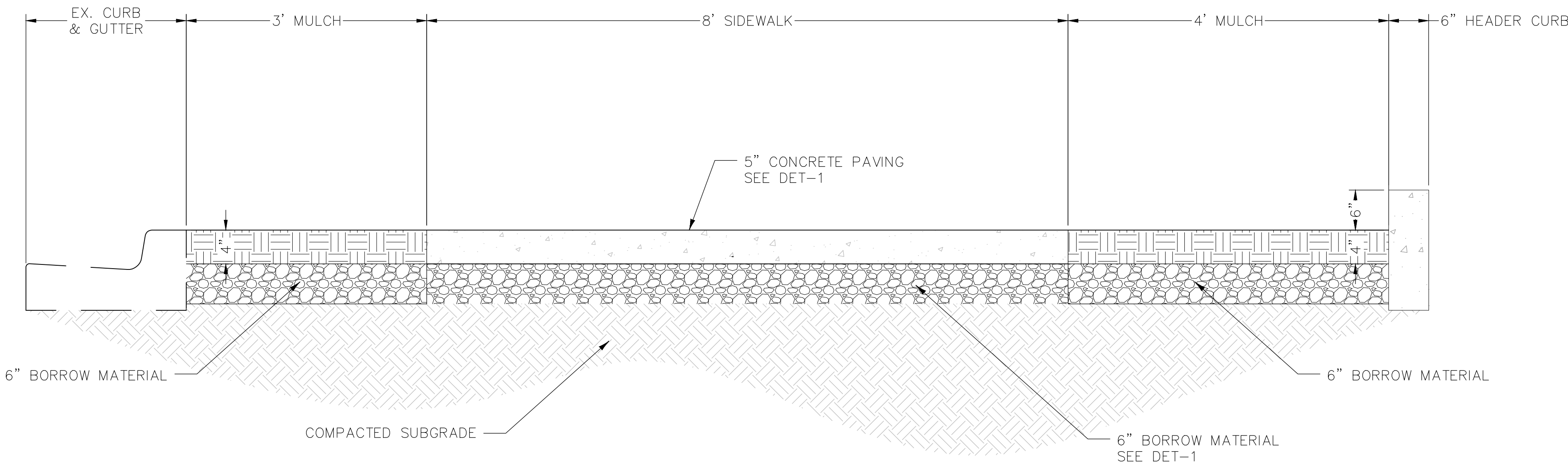
FOOTING DETAIL FOR
U-SECTION POSTS
NOT TO SCALE



TYPICAL INSTALLATION ALONG
ROADWAY WITH SIDEWALK
NOT TO SCALE



SIDEWALK TYPICAL SECTION
NOT TO SCALE



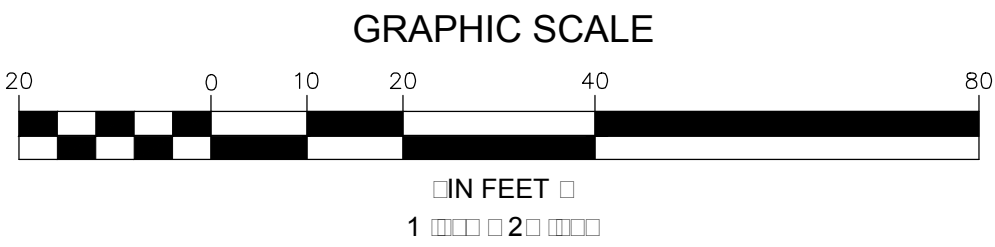
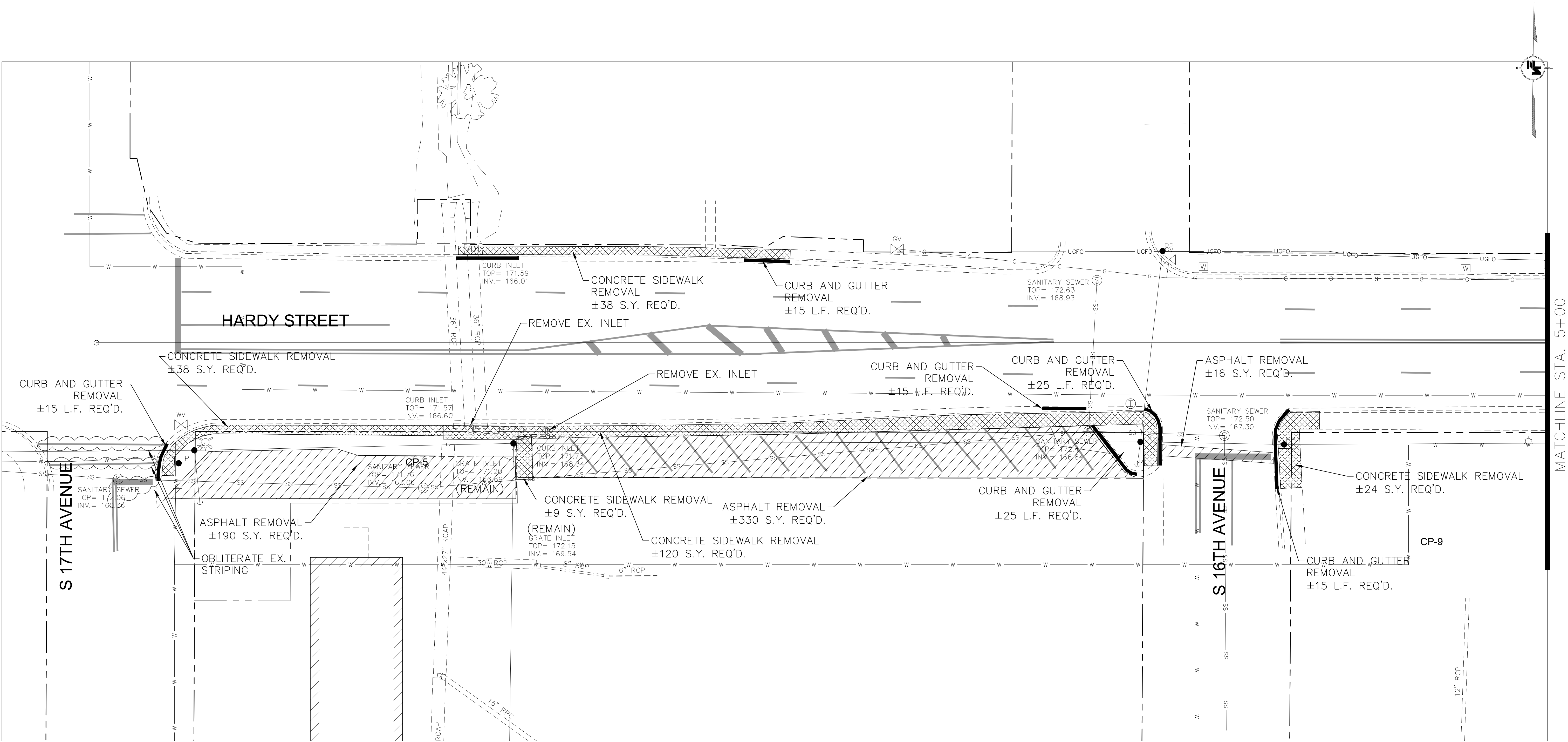
TYPICAL SECTION - CONCAR STREET STA 2+20 TO 3+00
NOT TO SCALE

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

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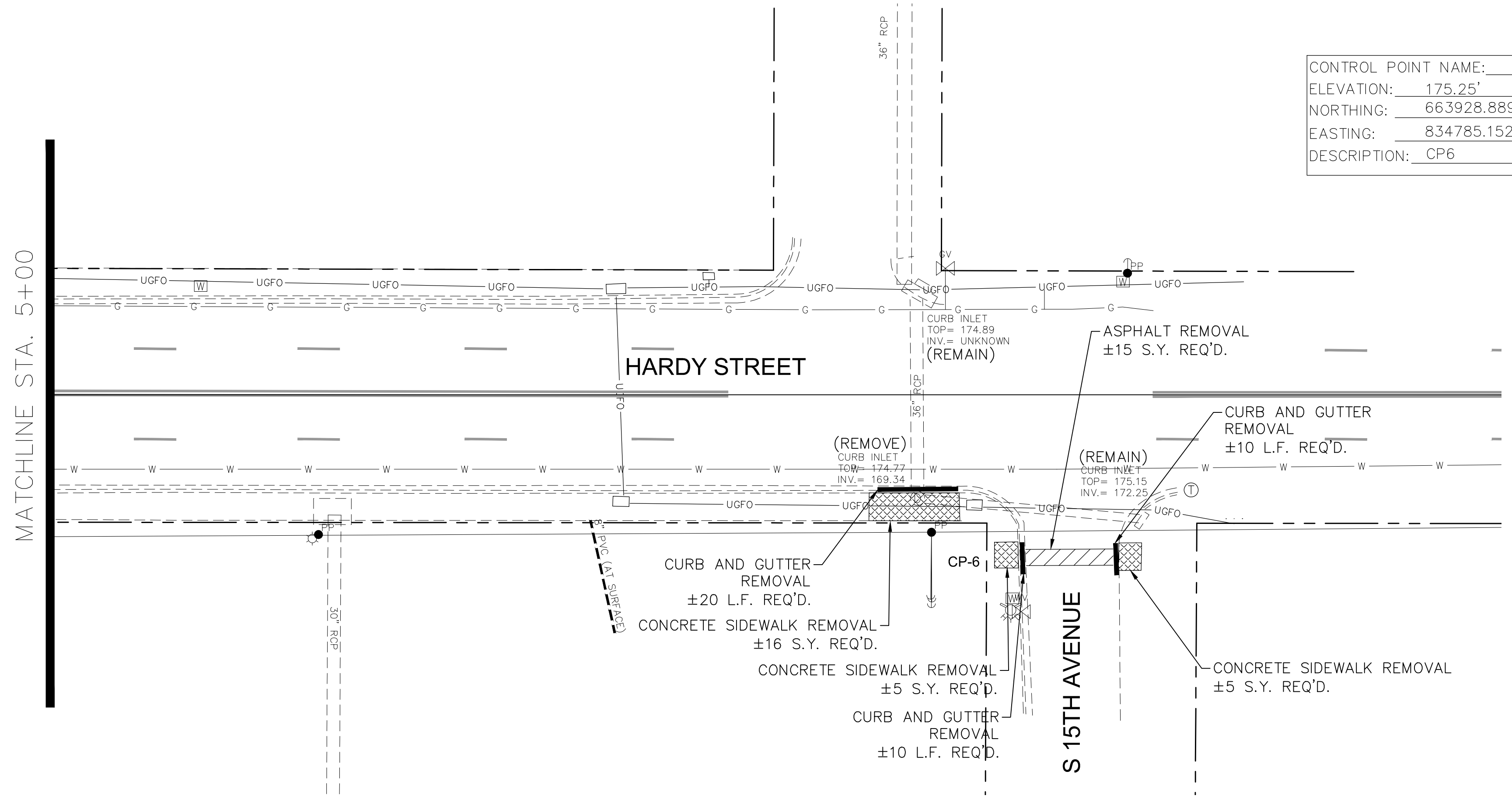
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ELEVATION:	171.53'
NORTHING:	663928.2530
EASTING:	834173.4550
DESCRIPTION:	CP5

CONTROL POINT NAME:	CP-9
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NORTHING:	663901.3630
EASTING:	834516.6950
DESCRIPTION:	CP9

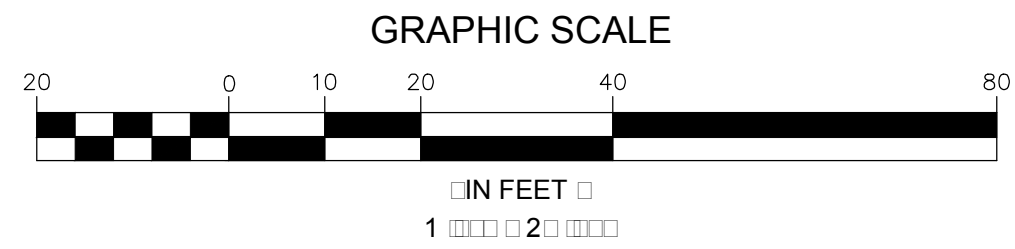
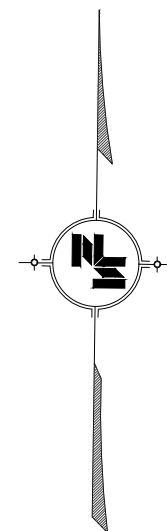


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NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. 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		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	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 15360					
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					DSGN: RB	DATE: 08/2019				
					DRWN: MLJ	DATE: 08/2019				
					CHKD:	DATE:				
				QA/QC:	DATE:			WORKING NUMBER: DEMO-1	DRAWING NUMBER: 	



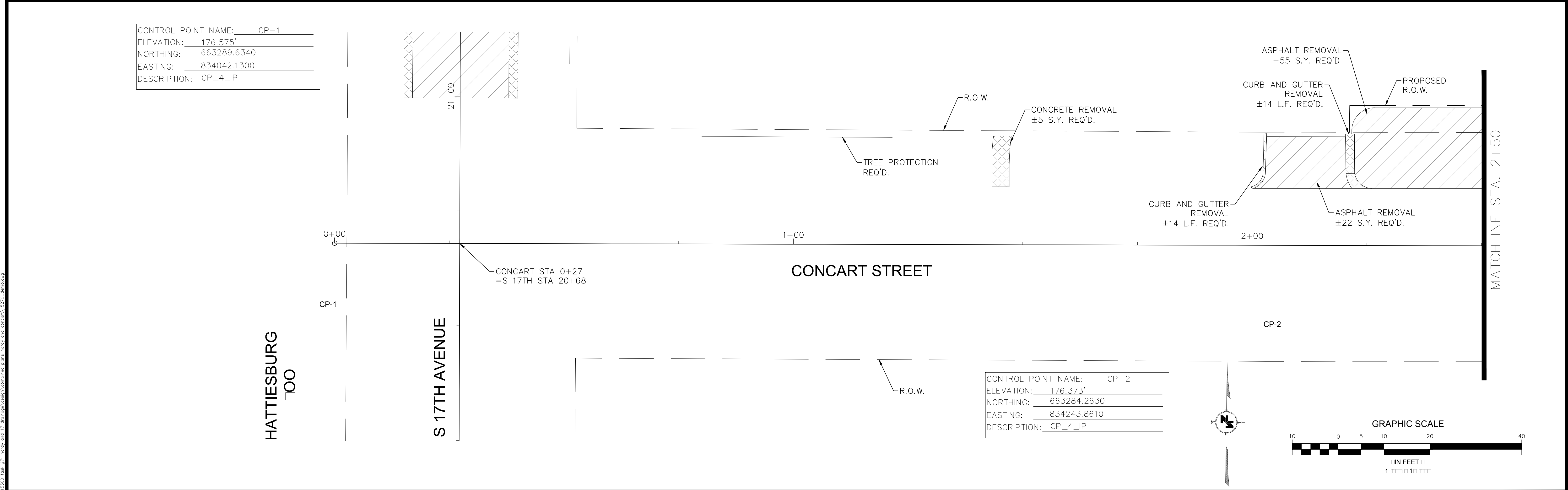
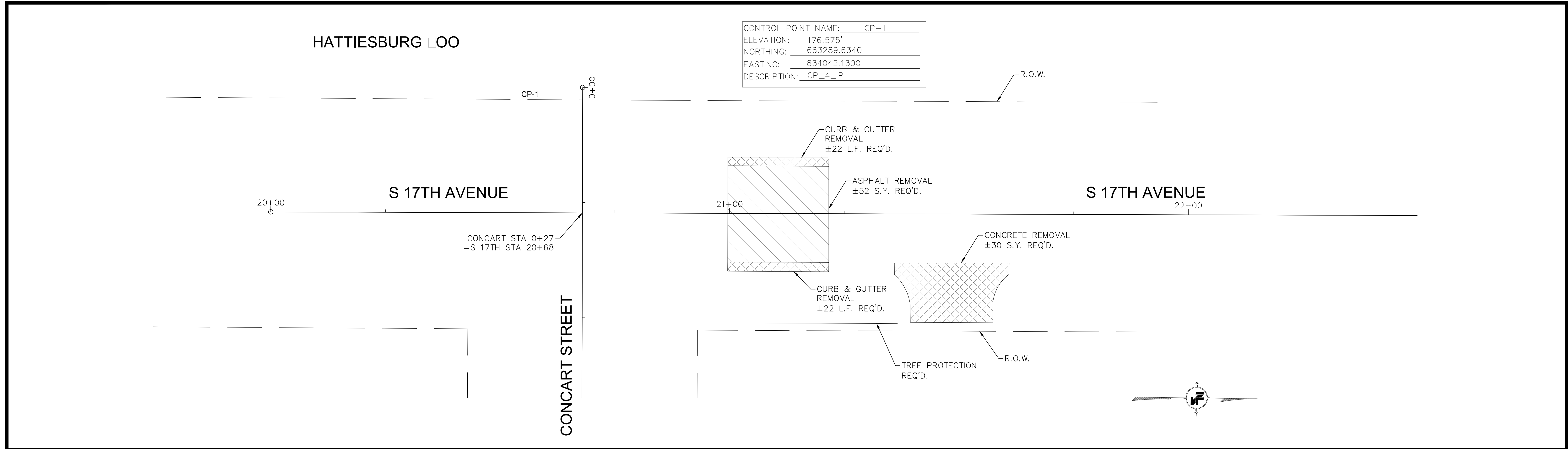
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DESCRIPTION:	CP6



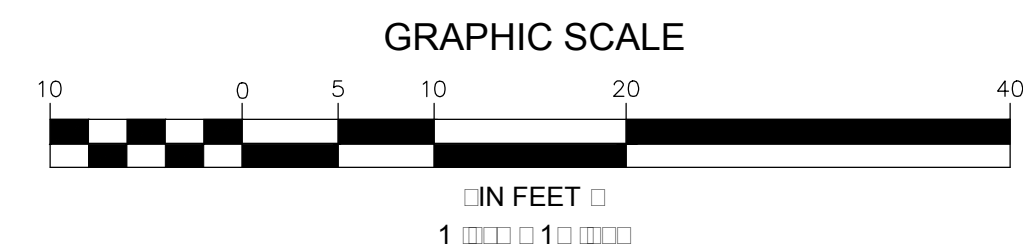
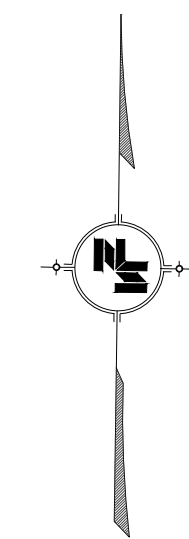
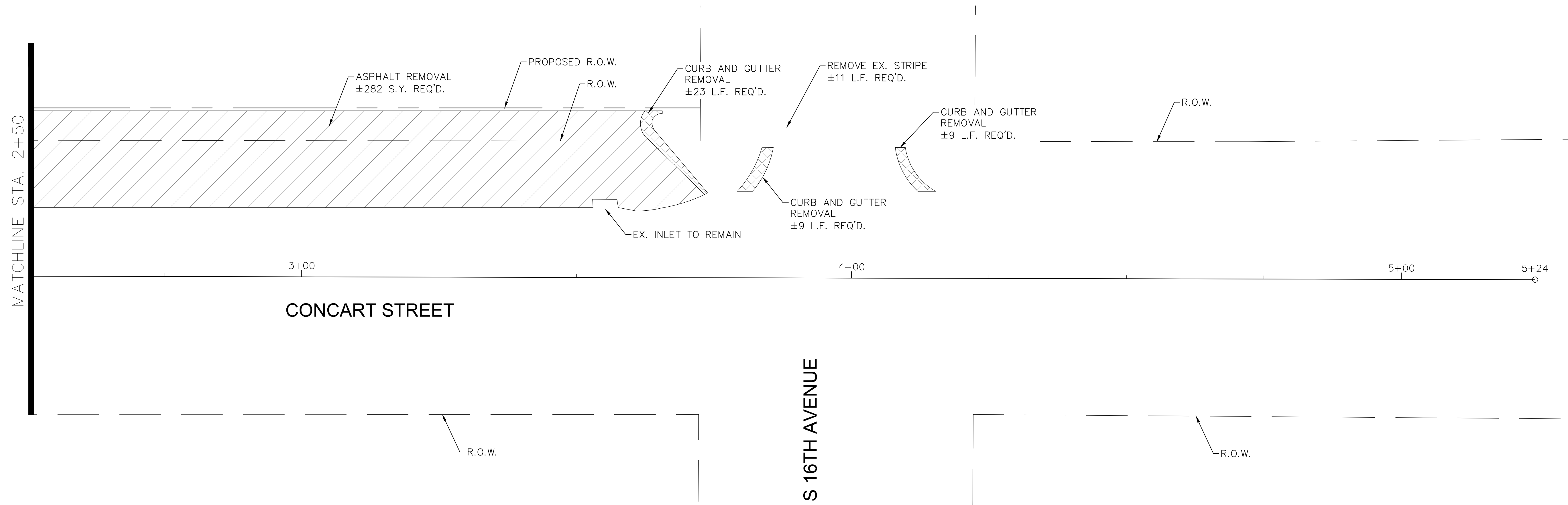
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NOTICE TO DRAWING HOLDER NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. 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	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 15360			WORKING NUMBER:	DRAWING NUMBER:
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5/28/2024 4:02 PM c:\p000\hattiesburg\15360 task #21 hardy and 17 drainage\hardscape\combined plots\hardy and concert\15374_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 CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY			CONCART AVENUE DEMOLITON STA 0000 TO 2000 S 1TH AVENUE DEMOLITION STA 2000 TO 2200	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 15360						
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					DSGN: RB DATE: 08/2019						
					DRWN: MLJ DATE: 08/2019						
				CHKD: DATE:							
				QA/QC: DATE:					WORKING NUMBER: DEMO-3	DRAWING NUMBER: 	



5/28/2020 4:05 PM C:\Users\hatterburg\OneDrive\Documents\15276_Demo.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			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
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SCALE:	1" = 10'
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



CONCAR AVENUE DEMOLITION
STA 2+00 TO 2+24

WORKING NUMBER: DEMO-01	DRAWING NUMBER: 01
----------------------------	-----------------------

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

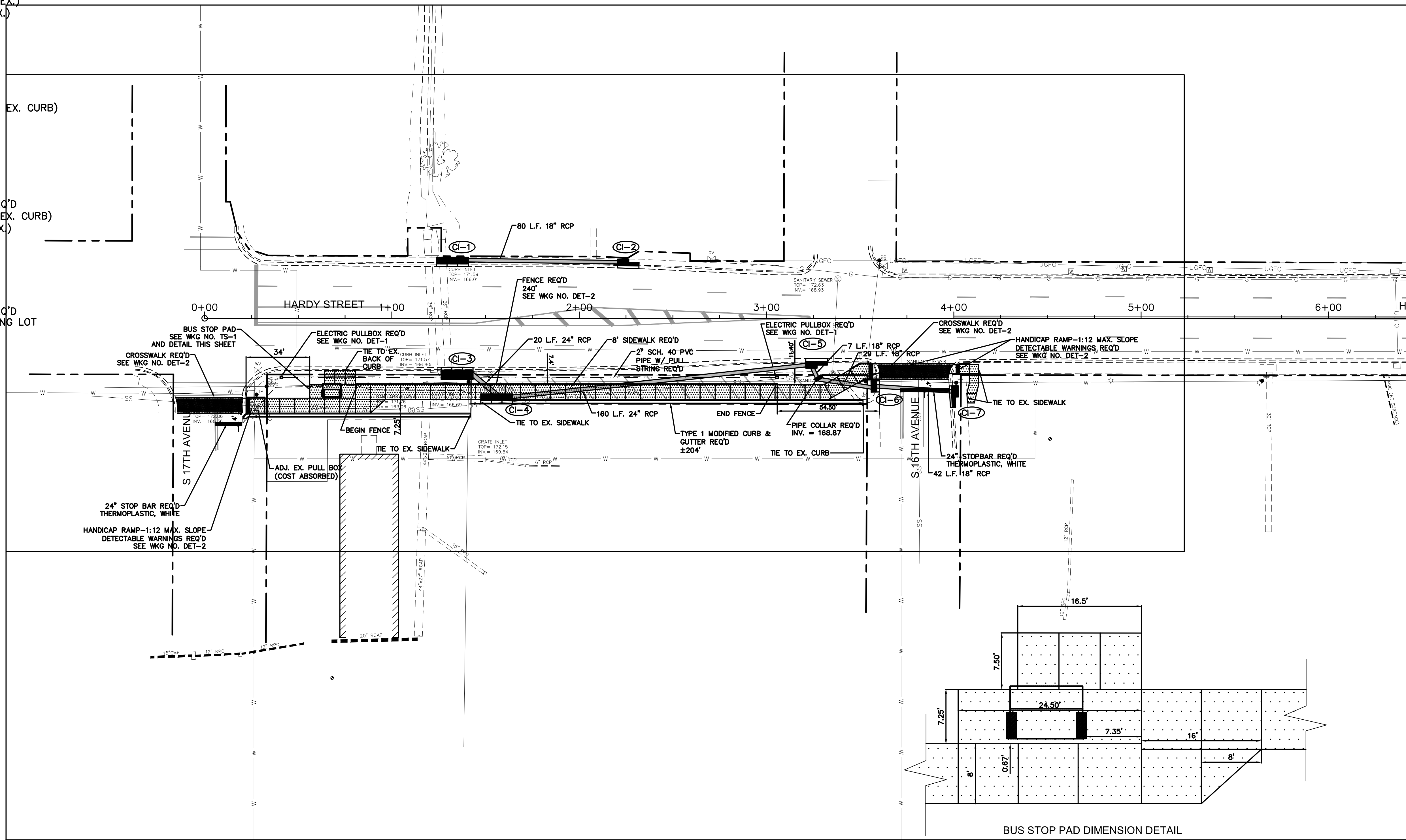
SS-2 INLET REQ'D
T.O.C. = 172.30'(MATCH EX. CURB)
INV. = 168.80'
W = 3.5'
L = 10'

CI-6

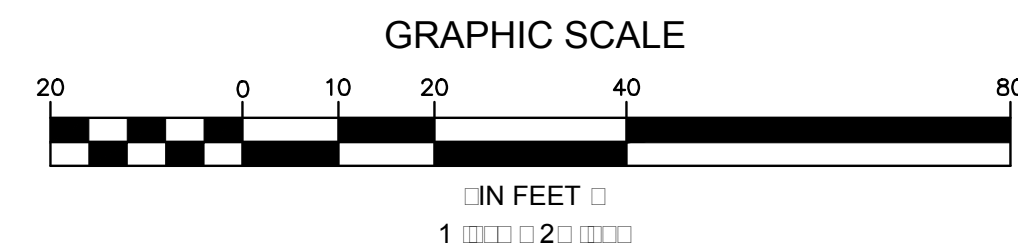
SS-2 INLET REQ'D
T.O.C. = 172.70'(MATCH EX. CURB)
INV. = 169.15'
W = 2.5'
L = 5'

CI-7

SS-2 INLET REQ'D
T.O.C. = 172.60'(MATCH EX. CURB)
INV. = 169.55'
W = 2.5'
L = 10'



MATCHLINE STA. 5+00



NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
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				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



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

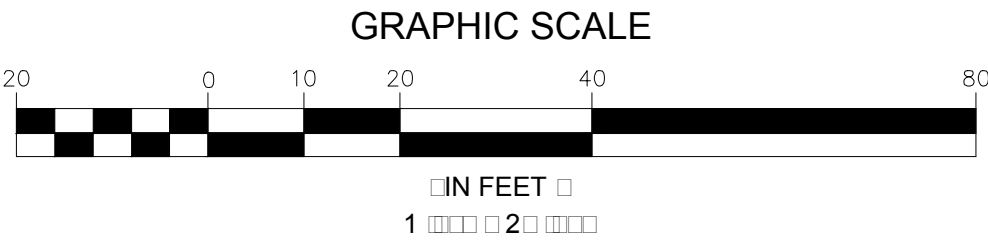
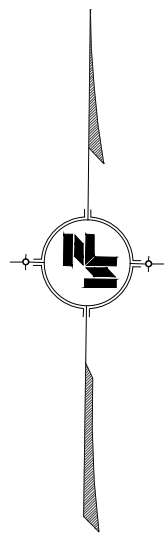
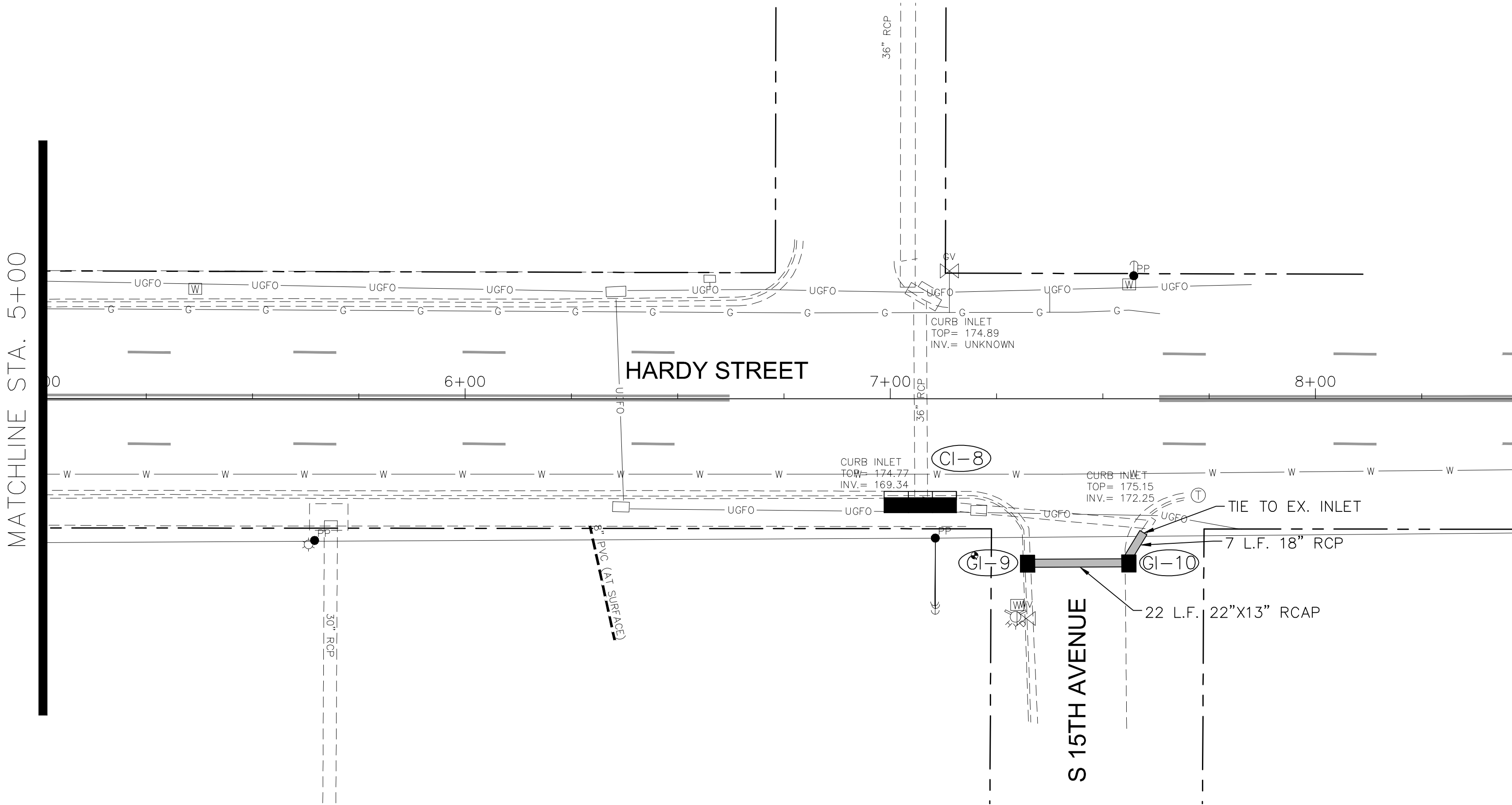
SS-2 MODIFIED INLET REQ'D
T.O.C. = 174.77'(MATCH EX.)
INV. = 169.34'(MATCH EX.)
W = 3.0'
L = 15'

GI-9

GUTTER INLET REQ'D
T.O.C. = 174.60' (MATCH EX. CURB)
INV. = 172.50'

GI-10

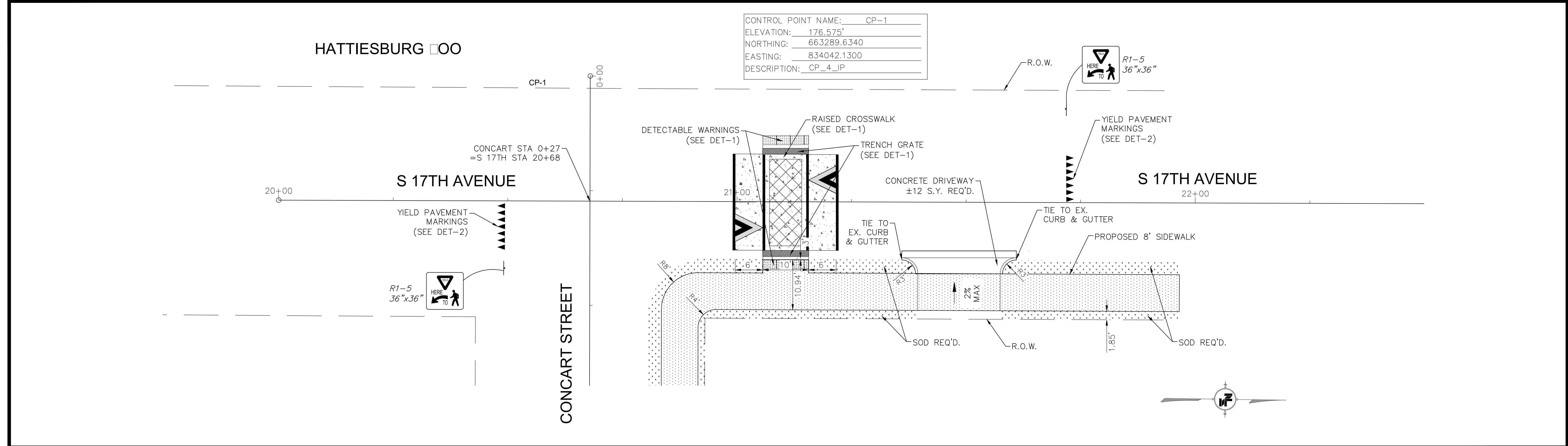
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INV. = 172.32'

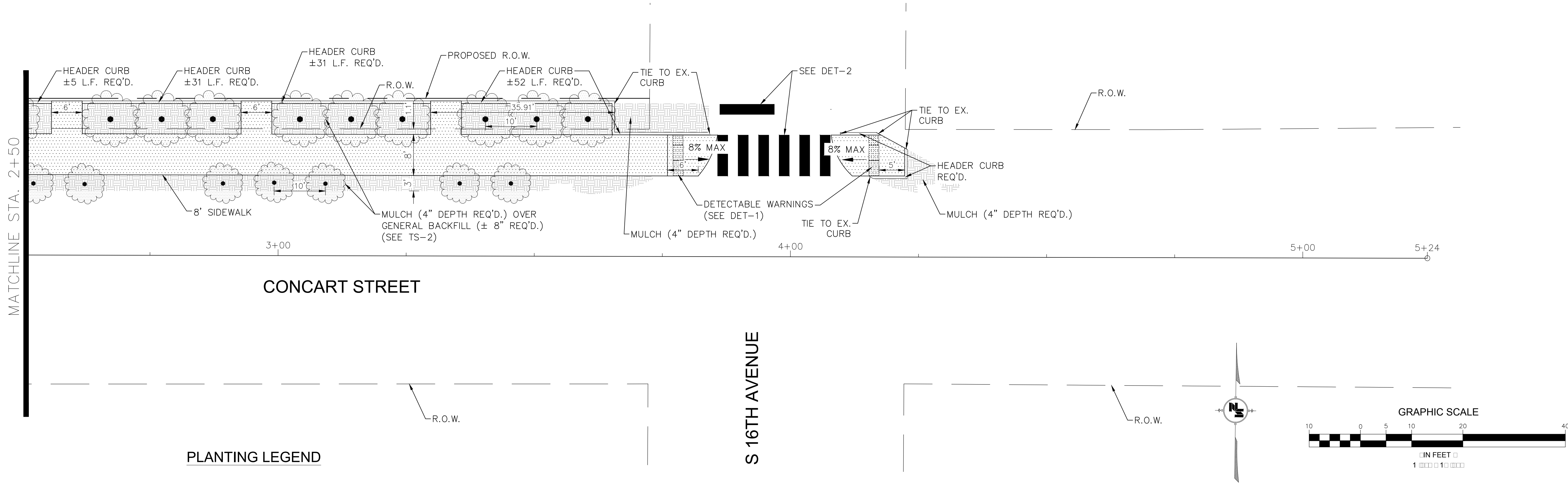


6/7/2020 3:31 PM c:\p000\hattiesburg\15360 task #21 hardy and 17 ardisign\neesh\combined plots hardy and concert\15360_plandwg

NOTICE TO DRAWING HOLDER	REVISIONS			DRAWING INFORMATION		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	
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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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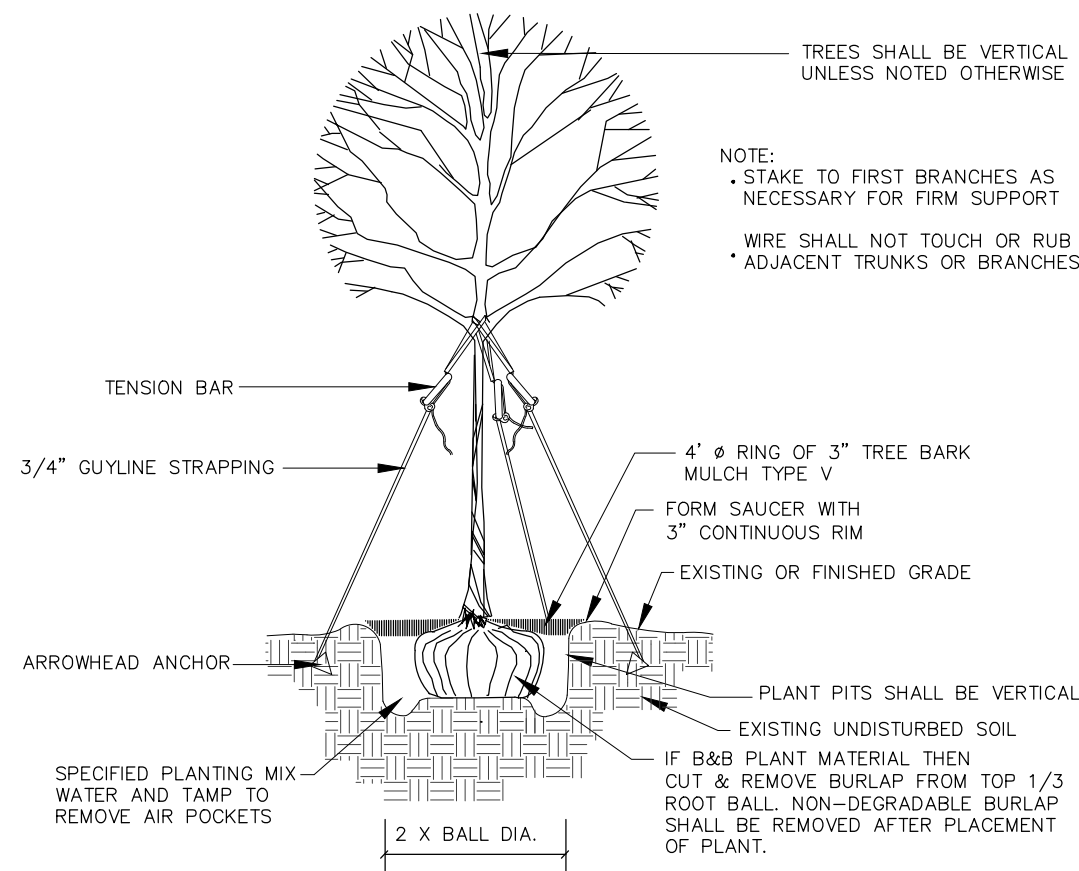
5/29/2020 8:56 AM c:\15000\hattiesburg\15360 task 17.dgn\design\combined plans hardy and concart\15276_site plan.dwg





PLANTING LEGEND

- 'TONTO' GRAPE MYRTLE, 15 GALLON, 10' O.C.
- 'SLENDER SILHOUETTE' SWEET GUM, 15 GALLON, 10' O.C.



TYPICAL SINGLE-TRUNK TREE PLANTING DETAIL
NOT TO SCALE

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, CENTPEDE	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, GRAPE MYRTLE 'TONTO'	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 REQD. 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

NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
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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



NEEL-SCHAFFER
Solutions you can build upon

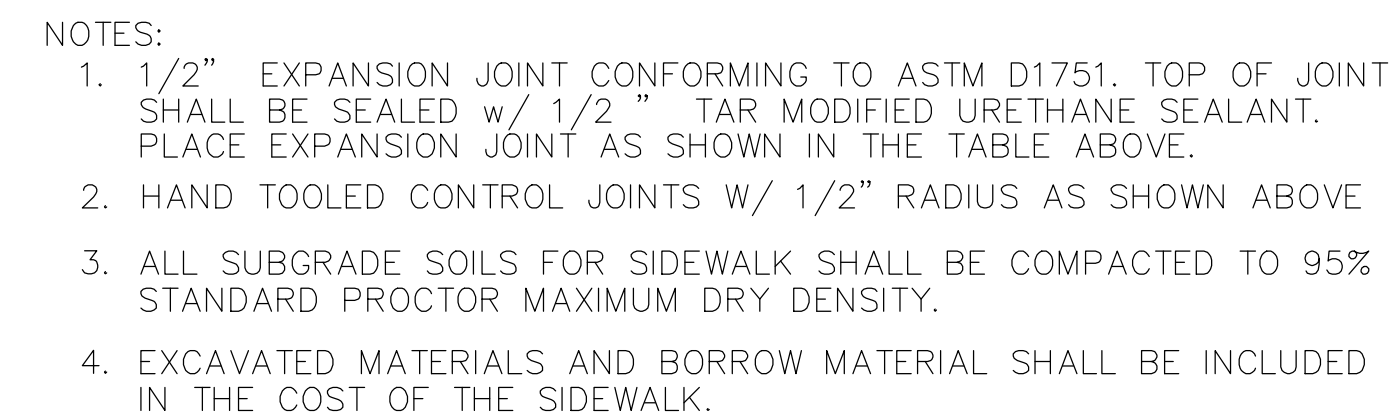
CONCART PATHWAY
STA 2+00 TO 2+20

WORKING NUMBER: PP-0	DRAWING NUMBER: 13
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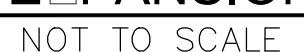
CURB RAMP DETECTABLE WARNING DETAIL

NOT TO SCALE



NOT TO SCALE

NOT TO SCALE



4. THE RAISED CROSSWALK SHALL BE MEASURED PER LUMP SUM AND SHALL INCLUDE FABRICATING, FURNISHING, AND INSTALLING THE RAISED CROSSWALK COMPONENTS, FURNISHING AND INSTALLING CONNECTIONS TO OTHER STRUCTURES, ALL CONCRETE, REINFORCEMENT, EXCAVATION, CRUSHED STONE BEDDING, BRICK LAVING, FRENCH CRATES, MOUNTING HARDWARE FOR SIGNS, THERMOPLASTIC STRIPING, SIGNS, POST, DETECTABLE WARNINGS, SAW CUT, SATISFACTORY DISPOSAL OF SURPLUS MATERIALS, AND ALL EQUIPMENT, TOOLS, LABOR, AND INCIDENTALS NECESSARY TO COMPLETE THE WORK.



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:

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



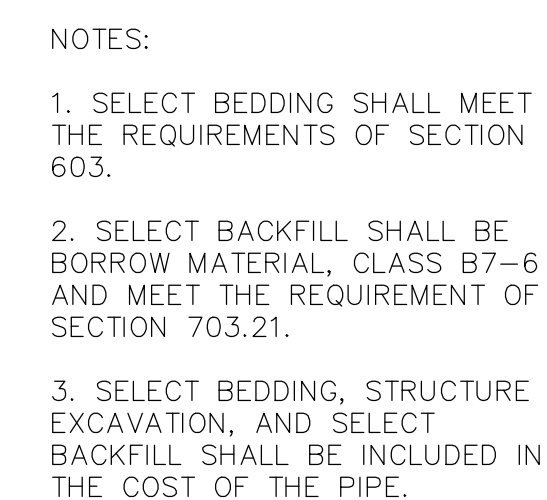
SITE DETAILS

WORKING NUMBER:

DET-1

DRAWING NUMBER:

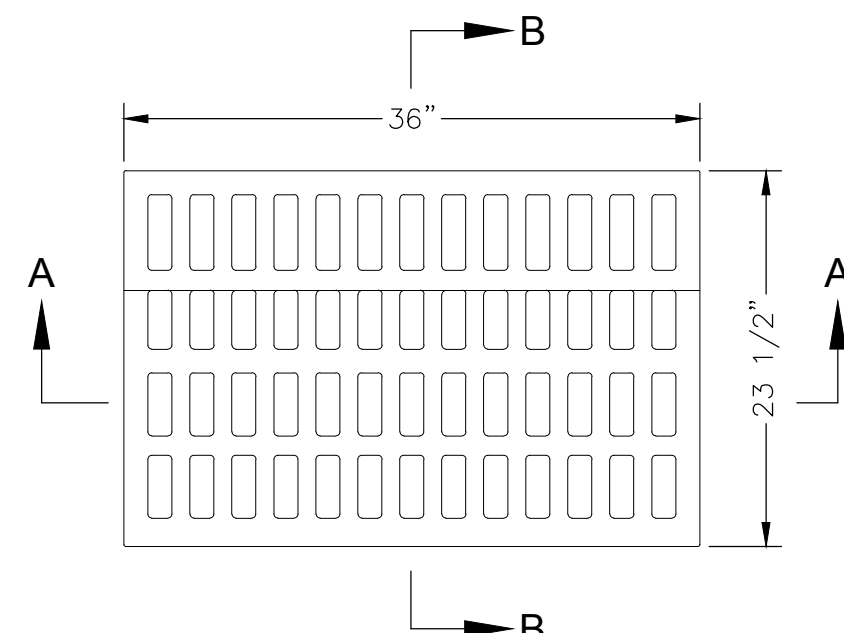
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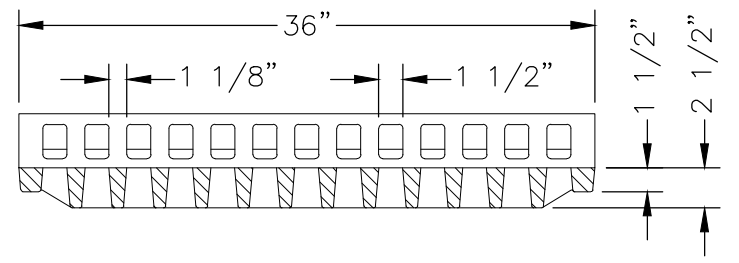
TYPICAL TRENCH DETAILS FOR DRAINAGE PIPE
NOT TO SCALE

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		HARDY STREET AND CONCERT STREET DRAINAGE AND SIDEWALK IMPROVEMENTS CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY	 NEEL-SCHAFFER <i>Solutions you can build upon</i>	SITE DETAILS	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 15360					
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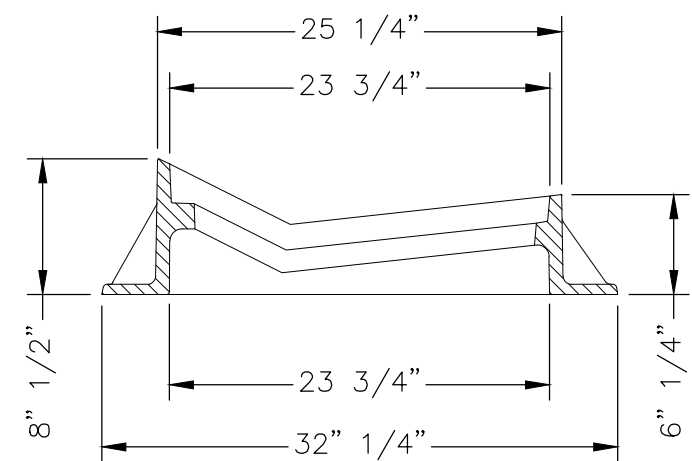
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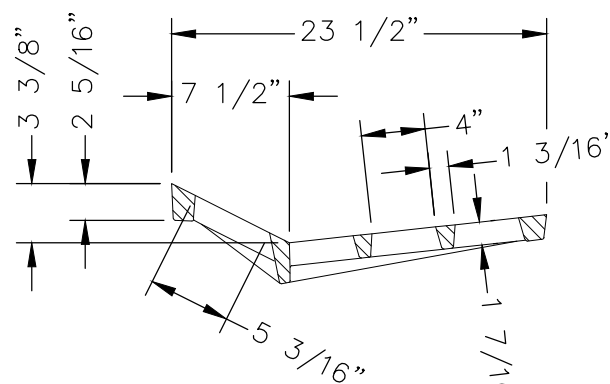
PLAN OF GRATE



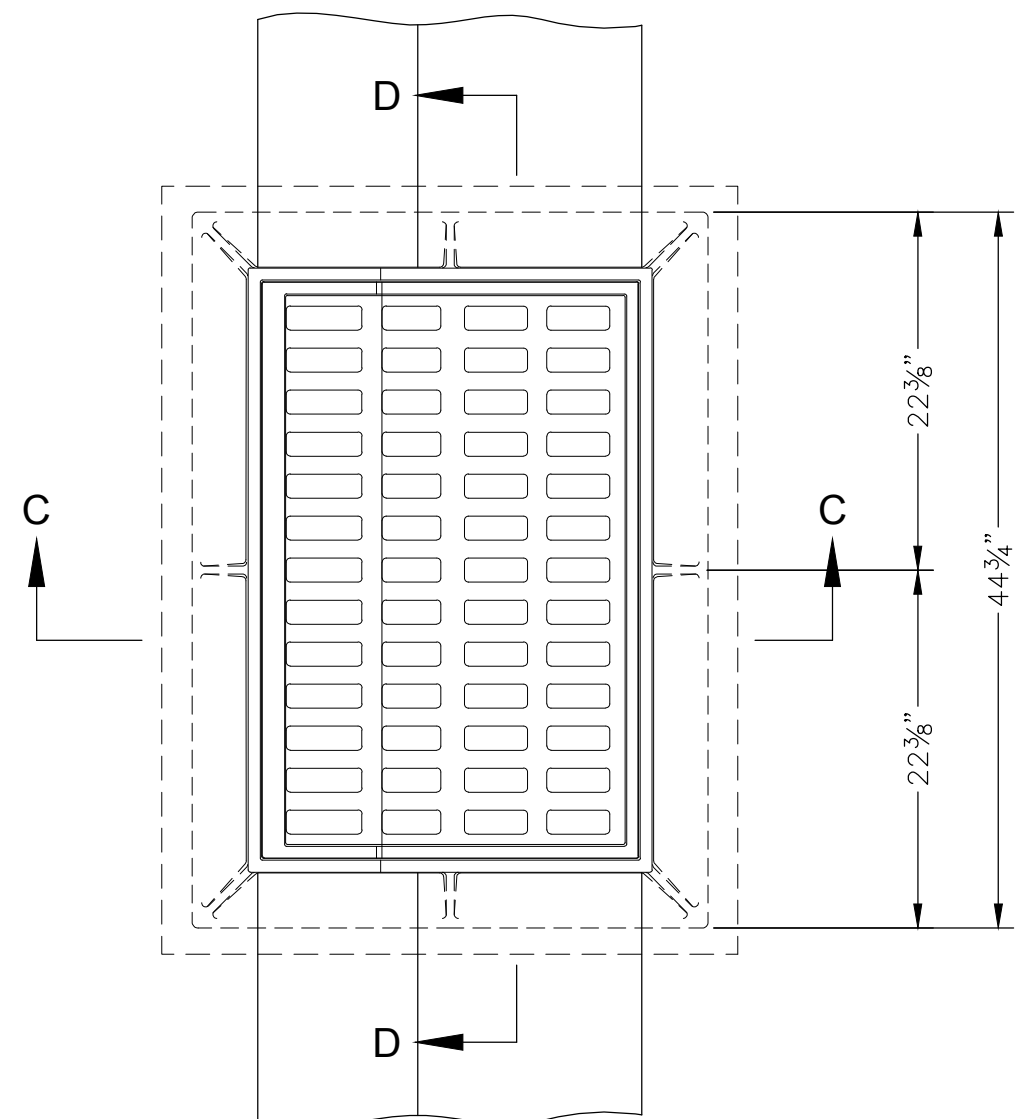
SECTION A-A
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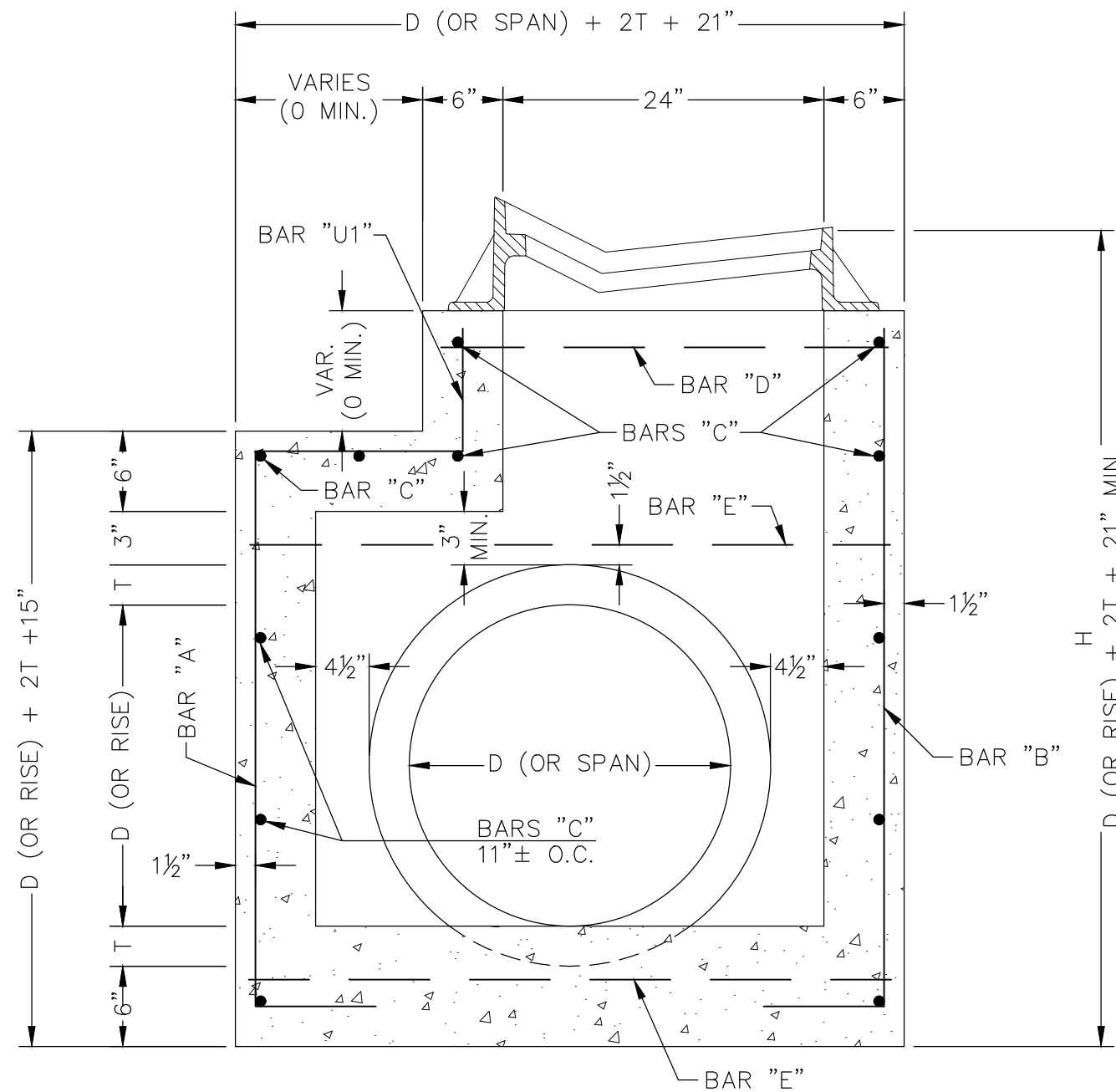
SECTION
[FRAME]



SECTION B-B
[GRATE]



SECTION C-C



SECTION D-D

GUTTER INLET DETAILS

N.T.S.

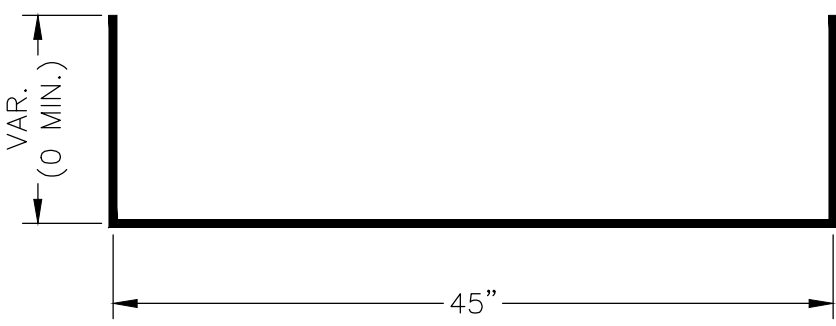
- NOTES:
- NO PIPE OPENINGS HAVE BEEN DEDUCTED FROM QUANTITIES SHOWN ABOVE.
 - FOR EACH ADDITIONAL FOOT OF INLET HEIGHT, ADD 0.222 yd3 CLASS "B" CONCRETE AND 10 lbs. REINFORCING STEEL.
 - 2 BARS "C" AND 2 BARS "D" ARE REQUIRED PER EACH ADDITIONAL FOOT OF INLET HEIGHT. LENGTH OF BARS "B" AND BARS "U1" WILL INCREASE WITH ADDITIONAL HEIGHT.
 - WEIGHT OF FRAME CASTING = 327 lbs.
WEIGHT OF GRATE = 241 lbs.

5 ~ #4 BARS,
[D (OR RISE) + D (OR SPAN) + 4T + 9"] LONG

BARS "A"

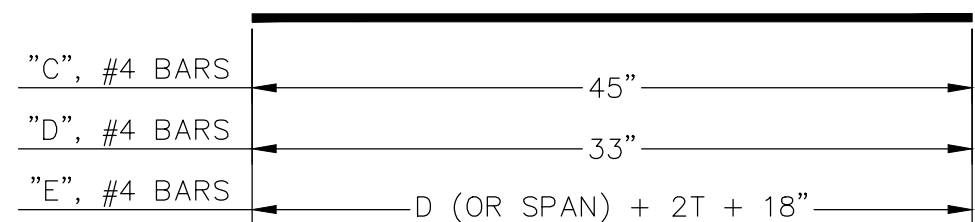
5 ~ #4 BARS,
[D (OR RISE) + 2T + 21"] LONG

BARS "B"

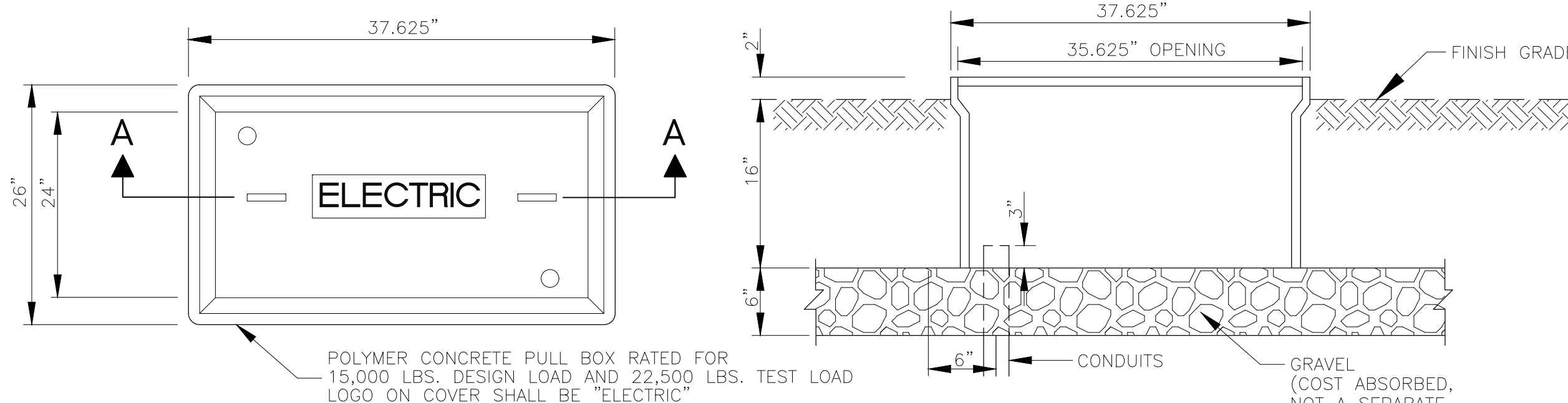


1 ~ #4 BAR EACH,
VARIABLE LENGTH

BAR "U1"



BARS "C", "D" "E"



PLAN

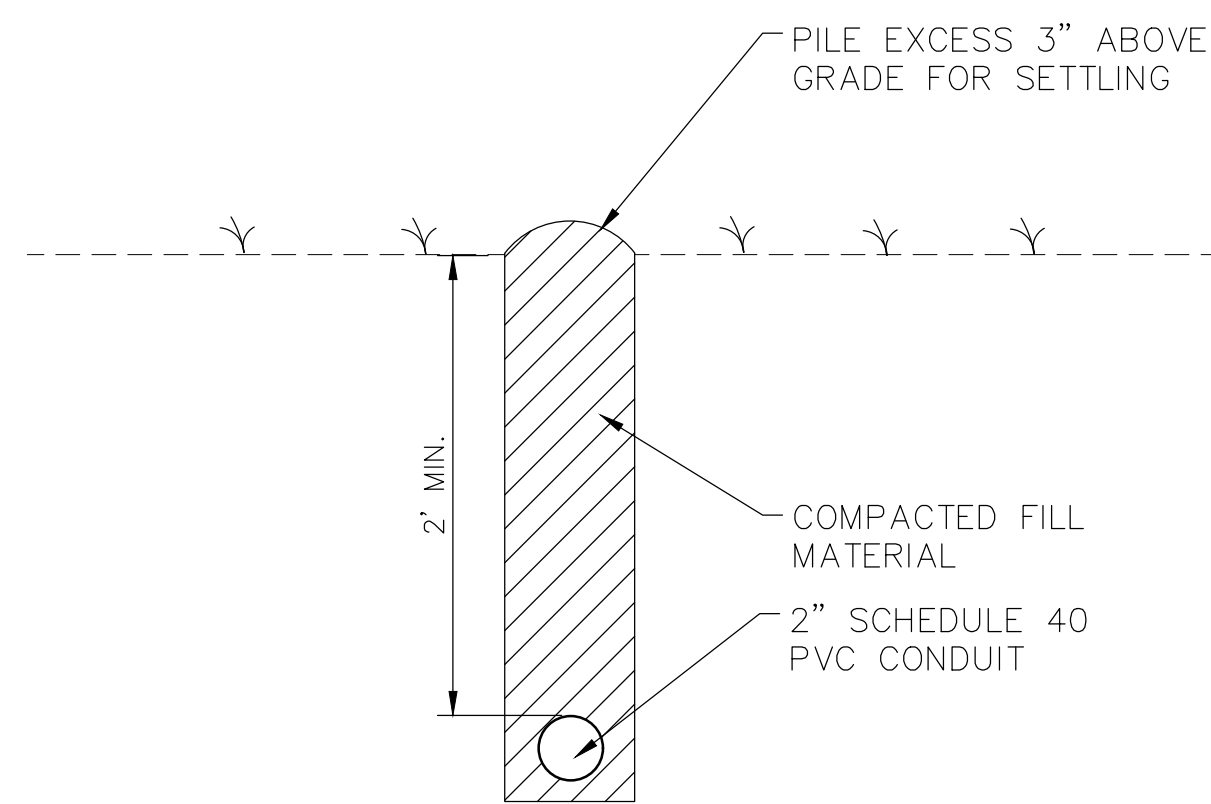
N.T.S.

SECTION A-A

N.T.S.

UNDERGROUND PULL BOX

N.T.S.



CONDUIT TRENCHING DETAIL

NOT TO SCALE

ADDITIVE ALTERNATE NO. 1

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

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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



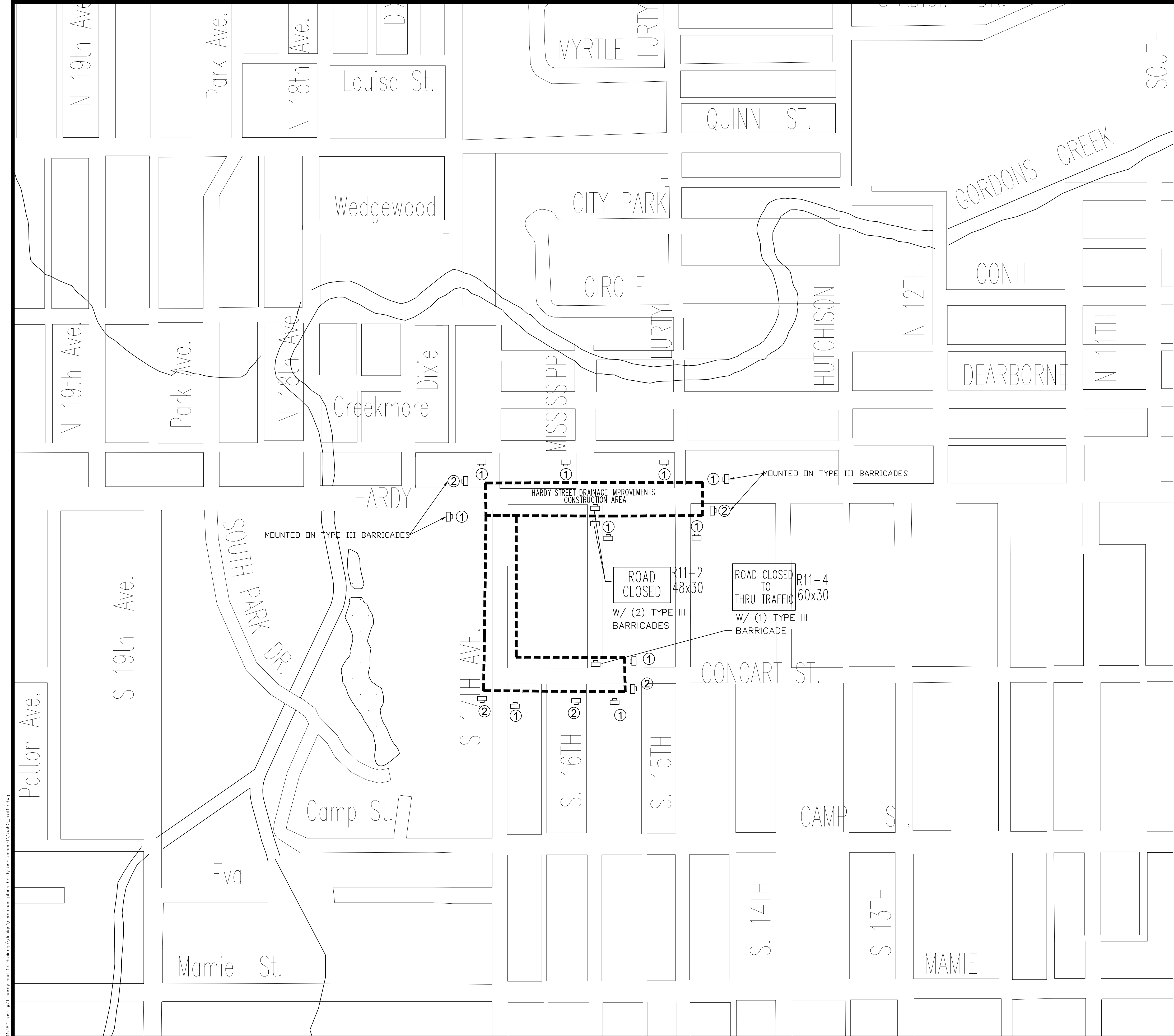
SITE DETAILS

WORKING NUMBER:

DET-3

DRAWING NUMBER:

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 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.

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				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

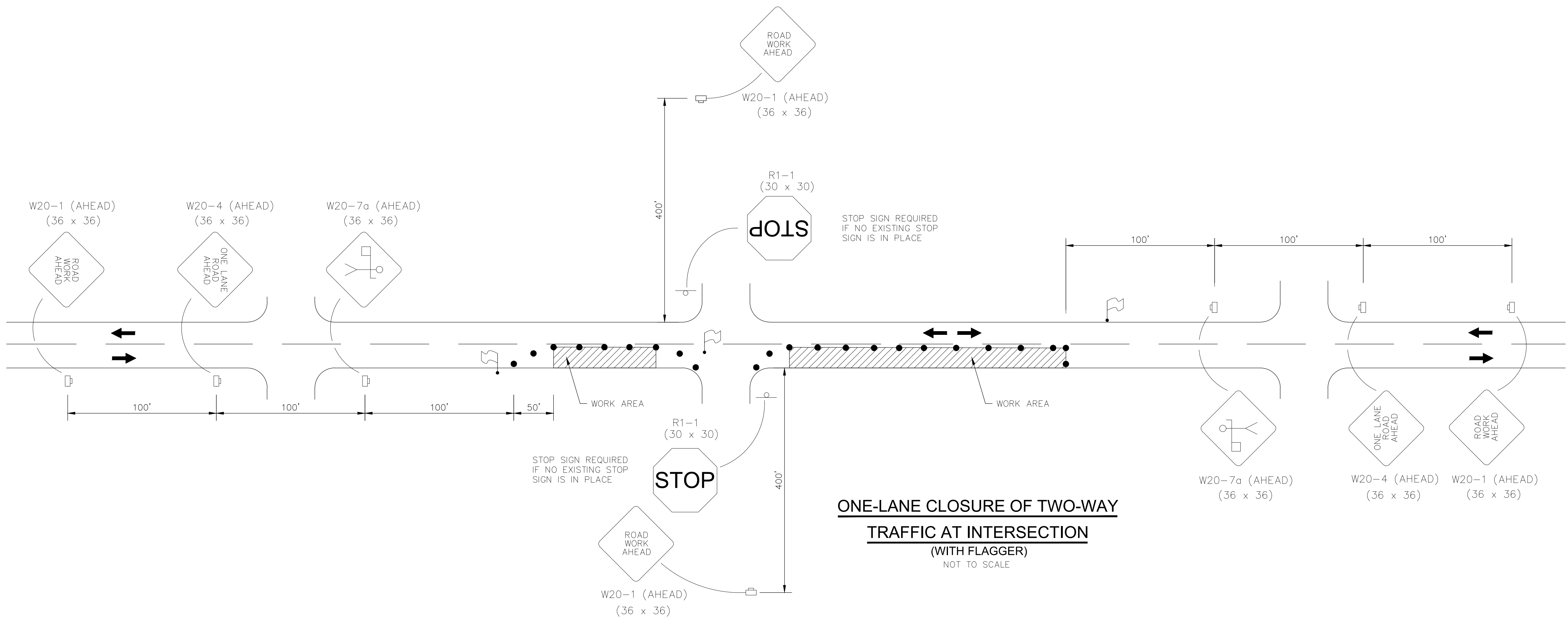
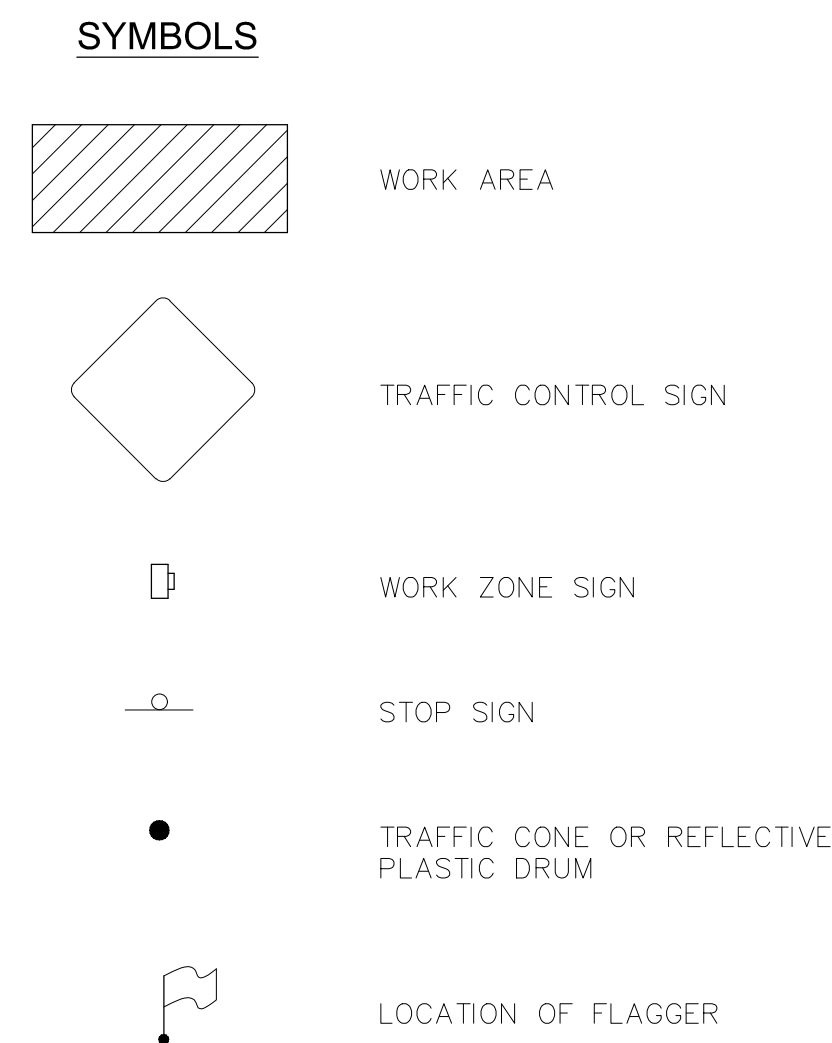
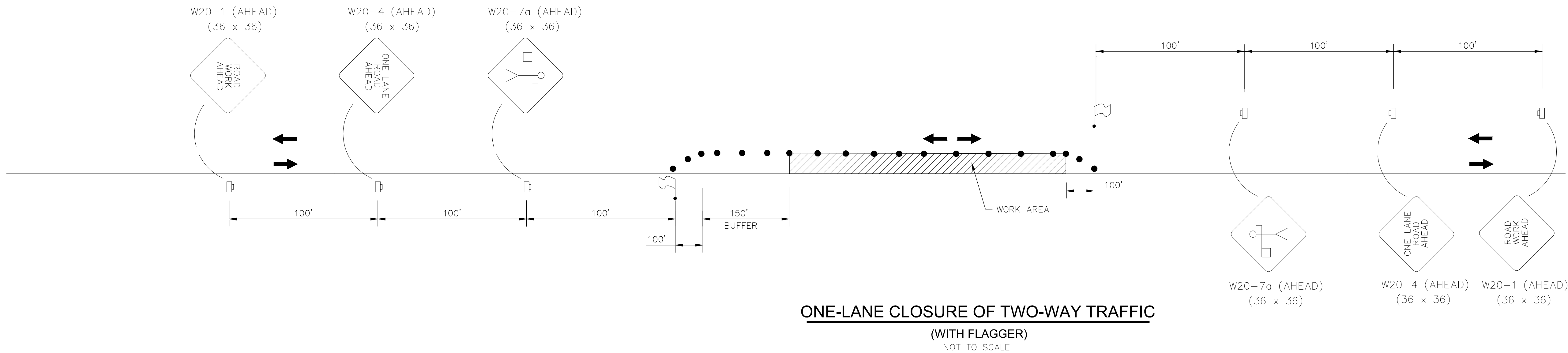
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TRAFFIC CONTROL PLAN

WORKING NUMBER:
TCP-1

DRAWING NUMBER:
1



- 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).

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**HARDY STREET AND CONCERT STREET DRAINAGE
AND SIDEWALK IMPROVEMENTS**

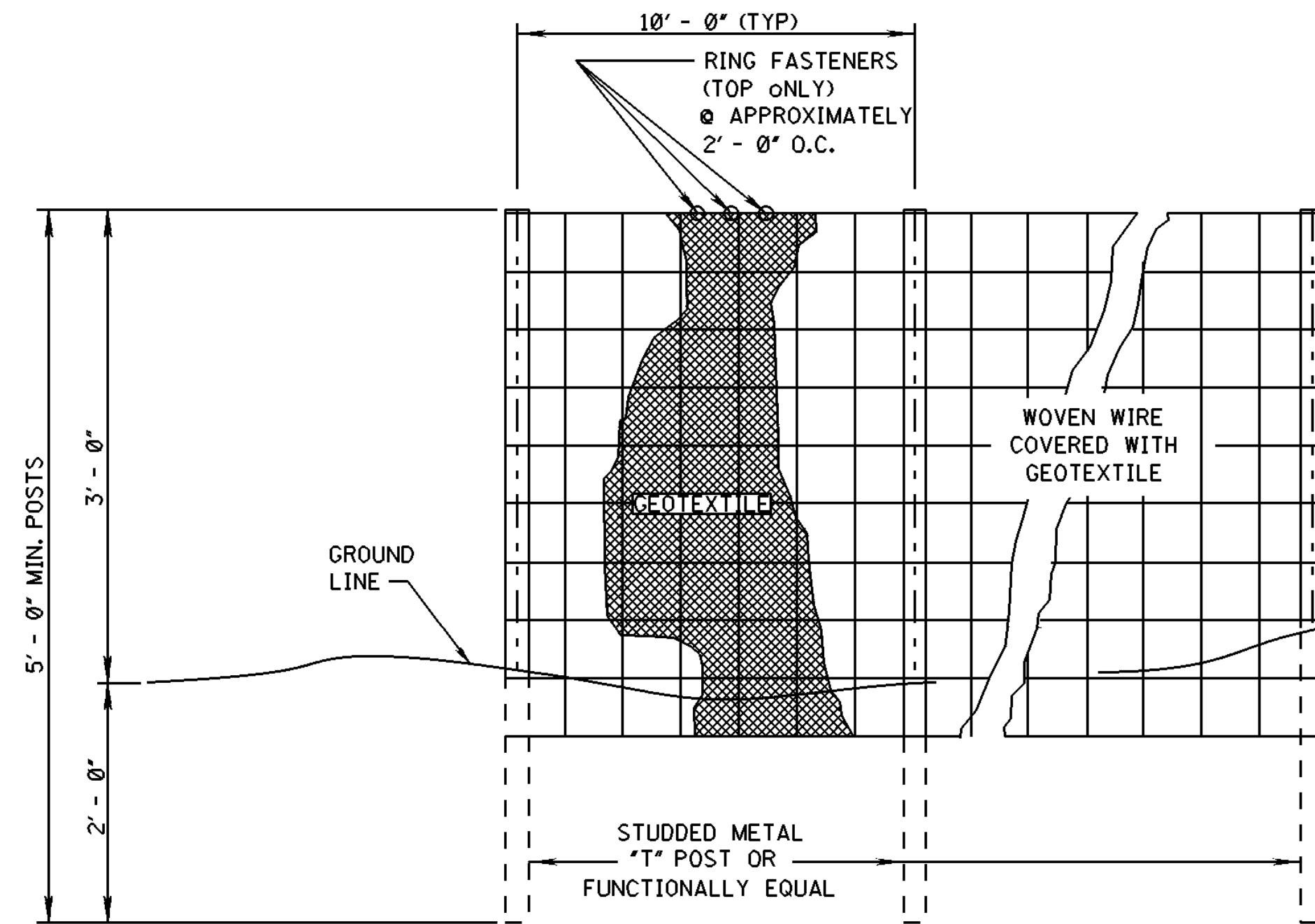
CITY OF HATTIESBURG
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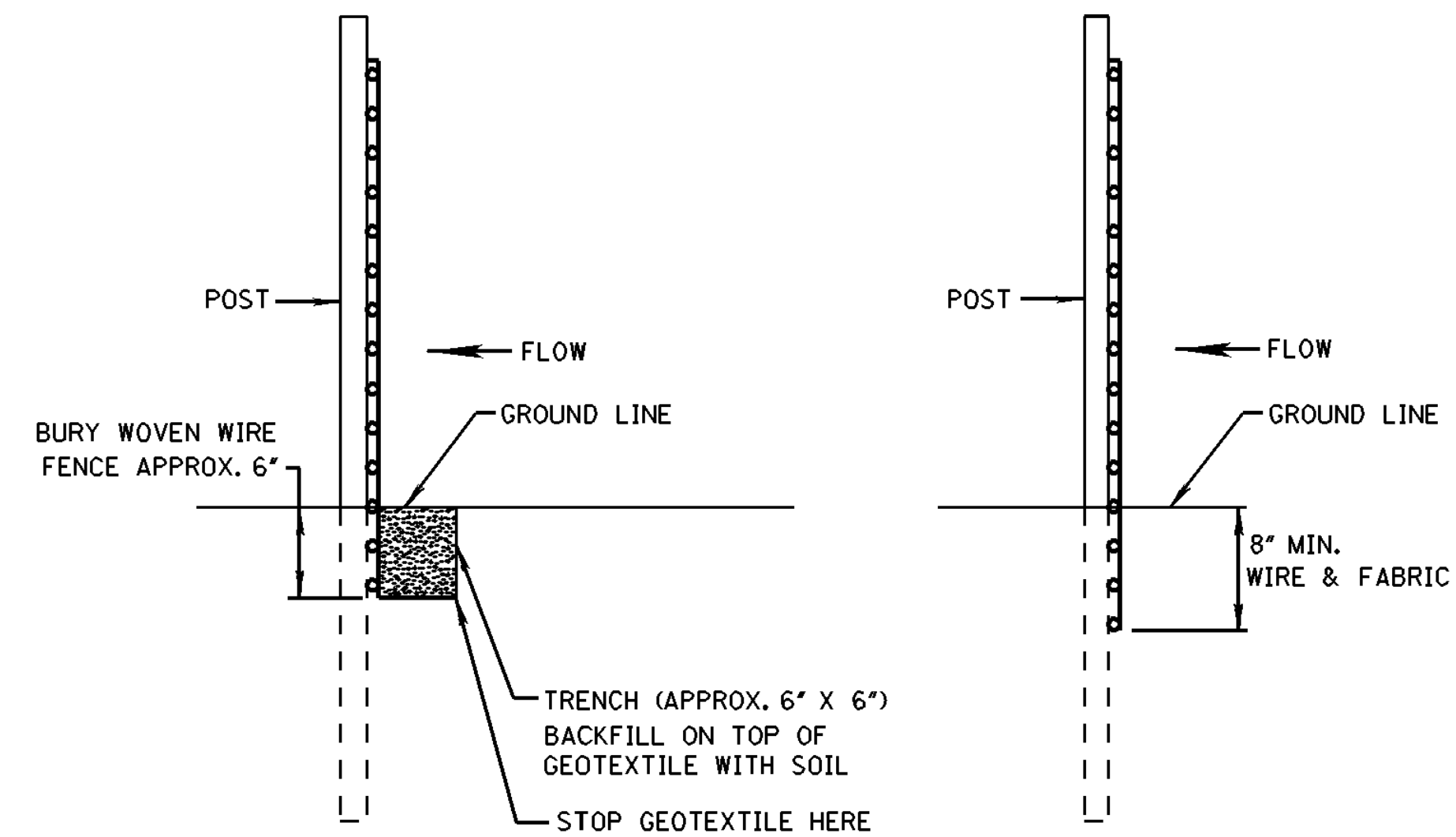
**TRAFFIC CONTROL DETAILS -
ONE LANE CLOSURE**

WORKING NUMBER:	DRAWING NUMBER:
TCP-2	1 □

WORKING NUMBER: SS-2	DRAWING NUMBER: 1 ☐
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ELEVATION VIEW

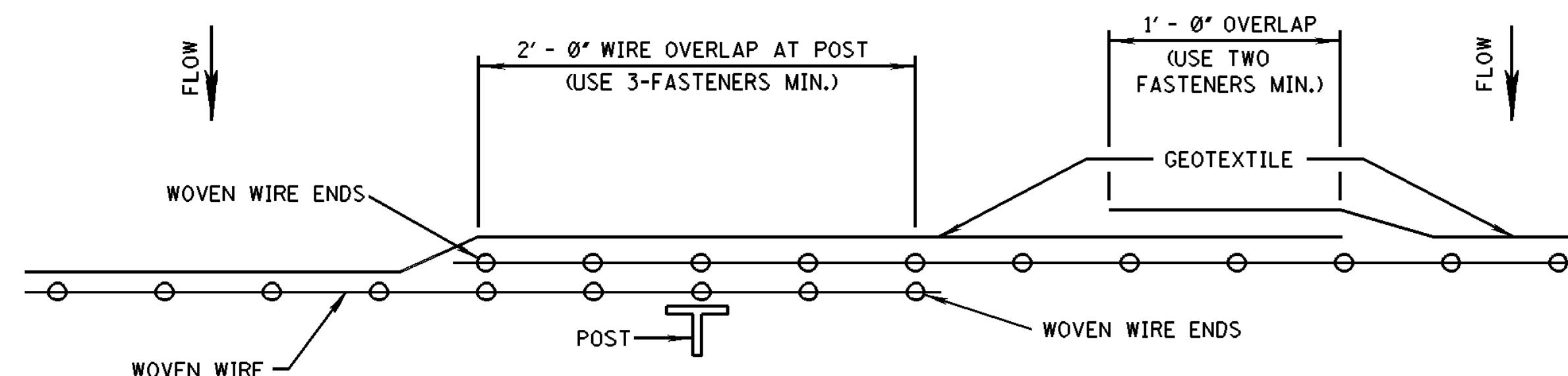


METHOD I

METHOD II
MECHANICAL INSTALLATION

SIDE VIEW

- NOTES:
1. SILT FENCES SHALL BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
 2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE 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

12" WATTLE

TEMPORARY DRAIN
(SEE INLET DETAILS)

FLOW

A cross-sectional diagram of a wattle structure. A vertical wooden stake is driven into the ground. A circular wattle, labeled "WATTLE 12\"", is positioned against the stake. The wattle is made of a mesh of interlocking loops. A horizontal line indicates the ground surface, with an arrow labeled "FLOW" pointing to the left. Below the ground surface, the wattle is anchored into the soil, labeled "ANCHOR THROUGH NETTING WITHOUT DAMAGE (TYP.)". The depth of the anchor is indicated as "1.5' MIN.". The height of the wattle above the ground is indicated as "12\"".

A technical diagram of a drop inlet wattle structure. It shows an oval-shaped wattle with a central circular drop inlet. The wattle is supported by vertical posts. Labels include: "15' INSIDE DIA." for the overall width, "DROP INLET" for the central opening, "WATTLE 12'" for the height of the wattle, and "SURFACE FLOW DIRECTION (TYPICAL)" with arrows indicating flow from the top right towards the bottom left.

A cross-sectional diagram of a wattle and stake armor system. Three vertical wooden stakes are driven into a substrate. Two circular wattle sections, each 12 inches in diameter, are placed over the stakes. The wattle is made of a mesh of interlocking rings. The stakes are labeled "WOOD STAKE". The wattle is labeled "WATTLE 12\"". The mesh is labeled "ANCHOR THROUGH NETTING WITHOUT DAMAGE (TYP.)". A horizontal arrow on the left indicates "FLOW" direction. 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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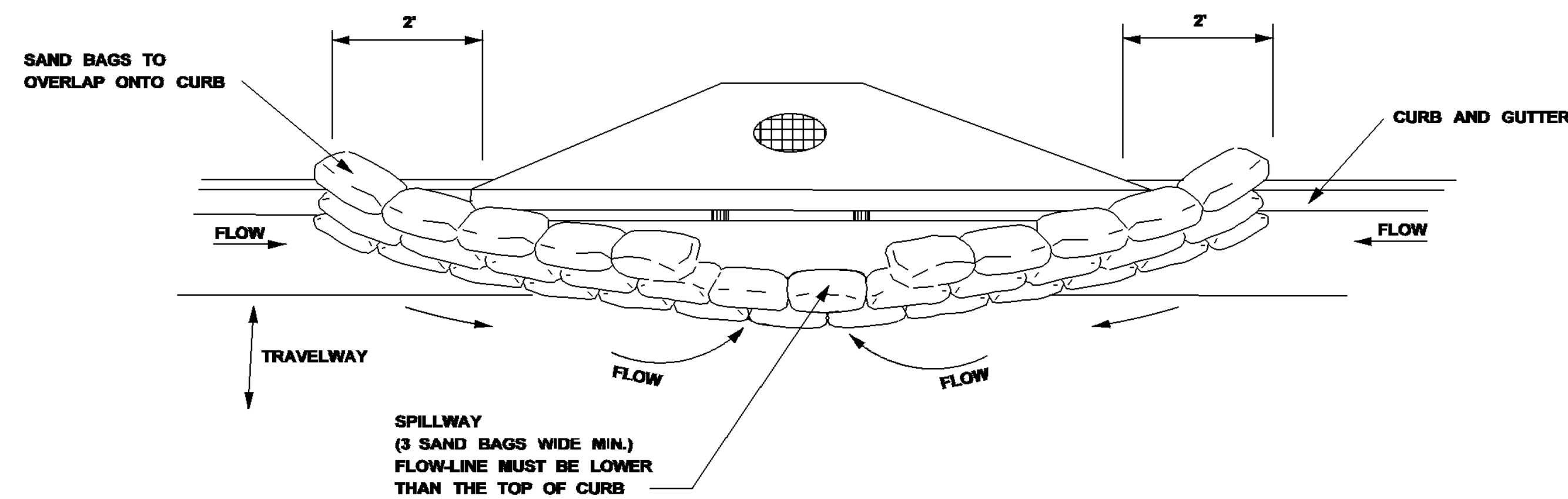
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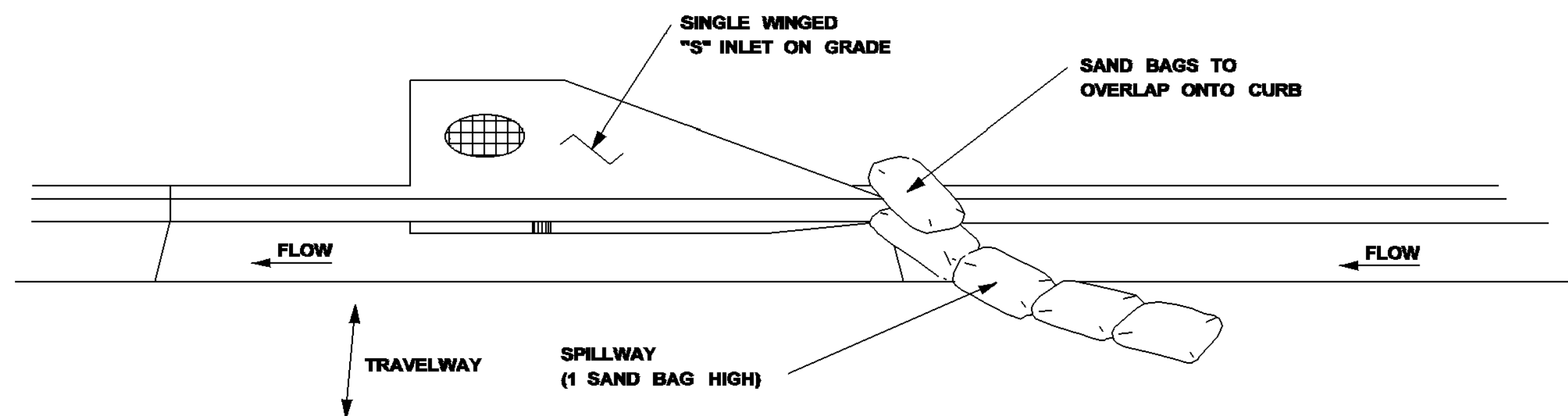


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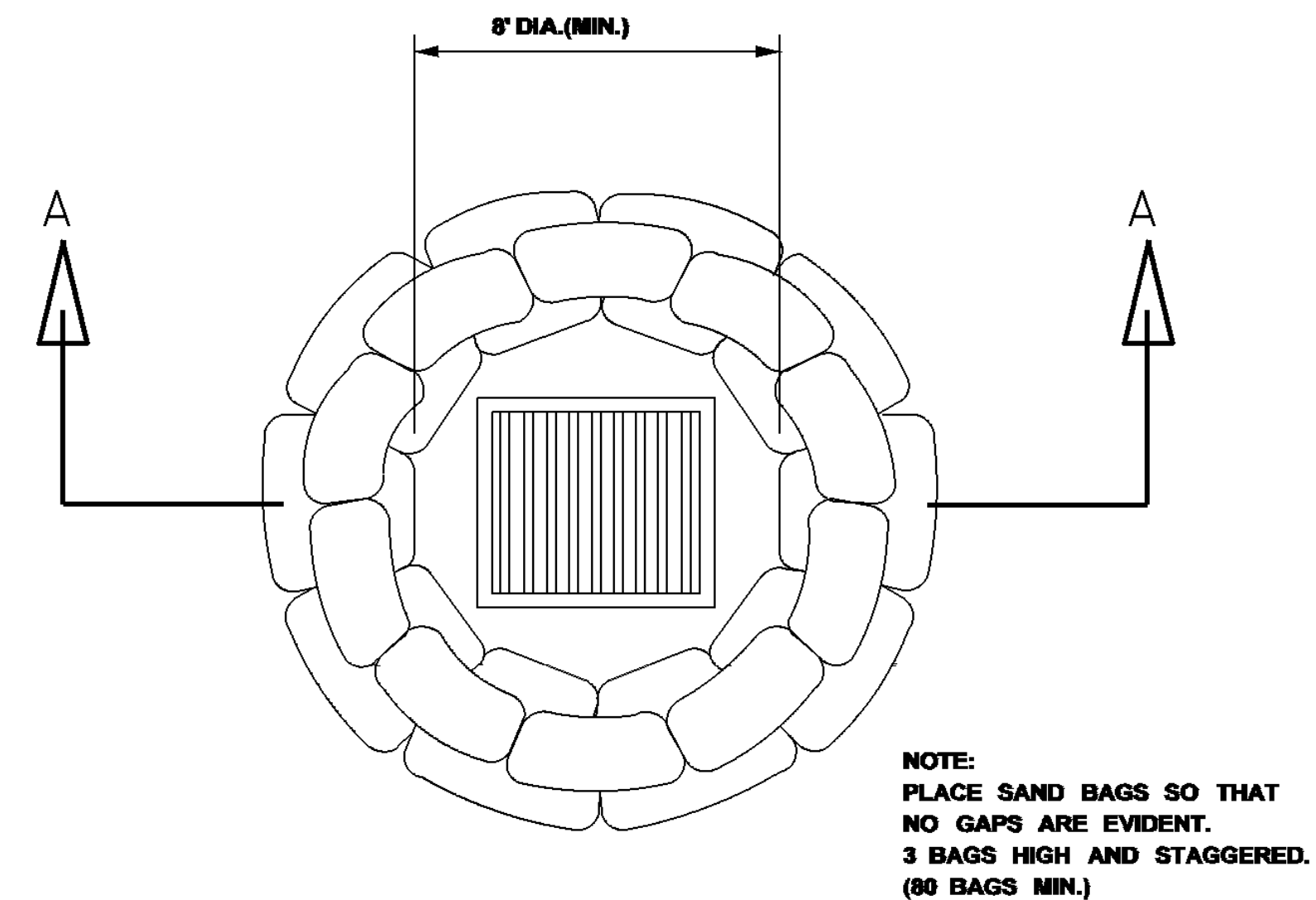
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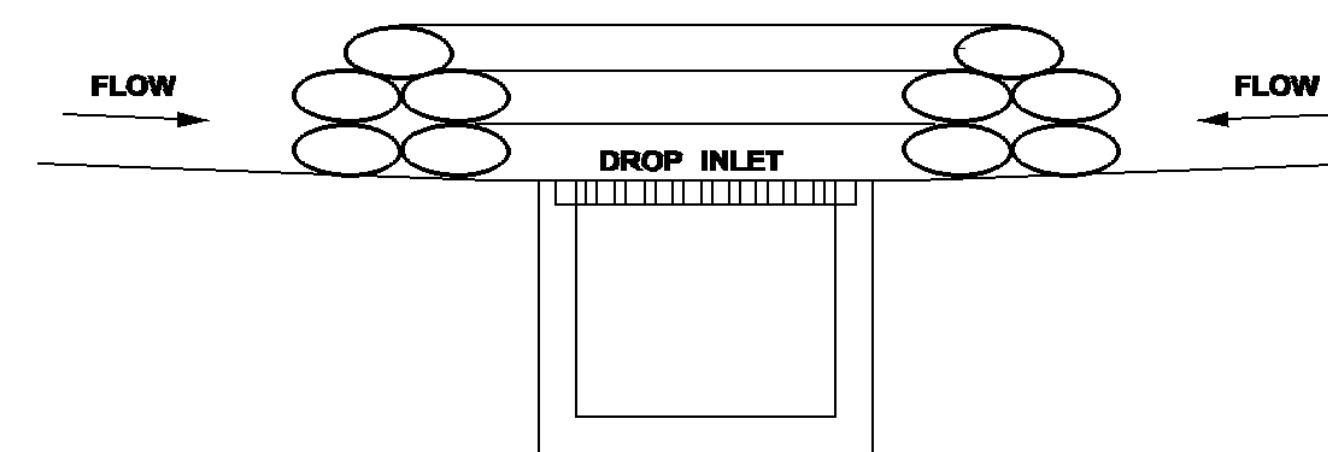
TYPICAL (SAND BAG) PROTECTION FOR INLET IN SAG



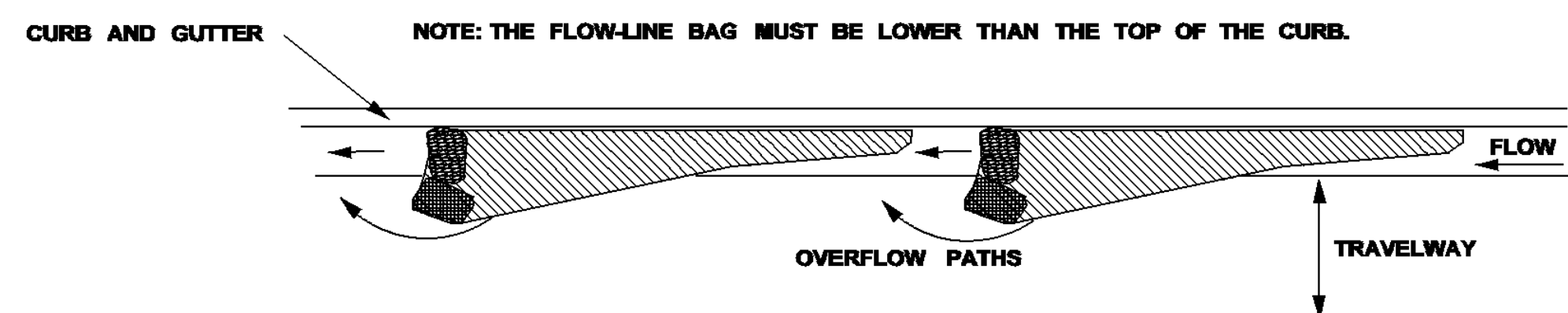
TYPICAL (SAND BAG) PROTECTION FOR INLET ON GRADE



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 DENUDEED AREAS EXIST BEHIND THE INLET, A SEDIMENT BARRIER SHOULD BE INSTALLED AROUND IT'S PERIMETER TO CONTROL SEDIMENT.

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HARDY STREET AND CONCAR STREET DRAINAGE
AND SIDEWALK IMPROVEMENTS

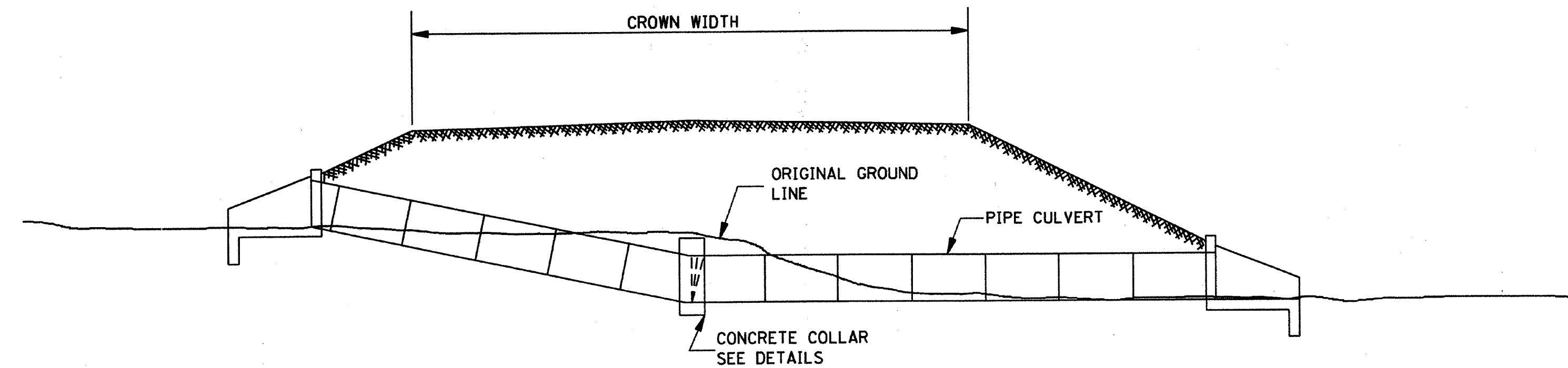
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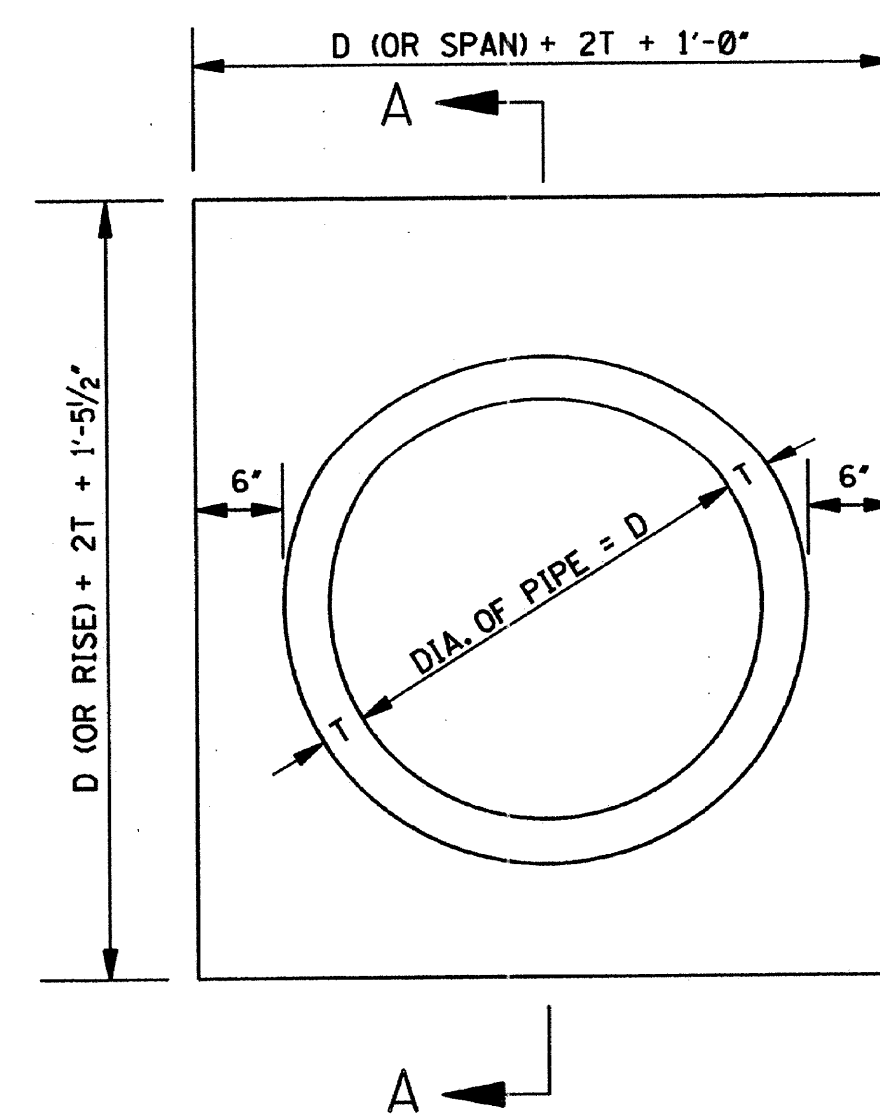
SANDBAG DETAILS

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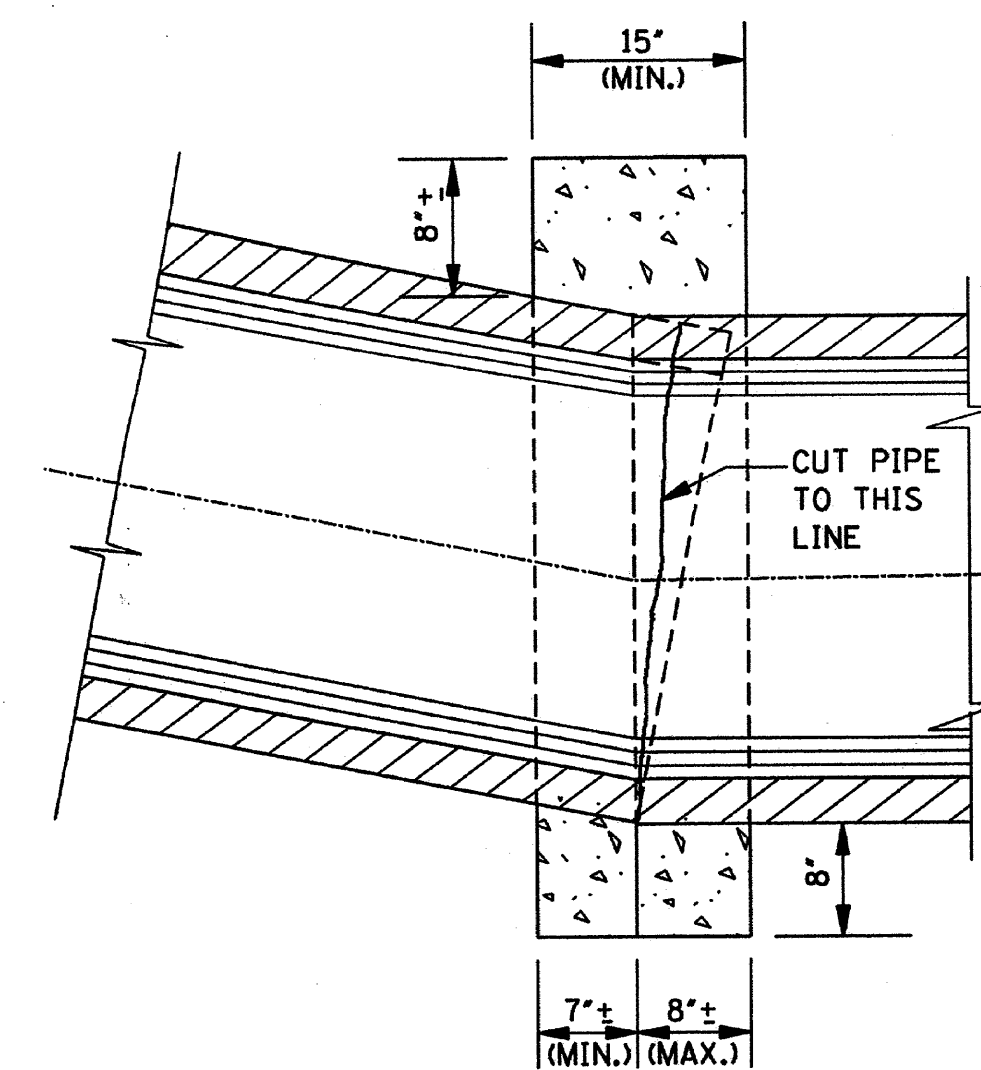
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22



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		

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HARDY STREET AND CONCAR STREET DRAINAGE
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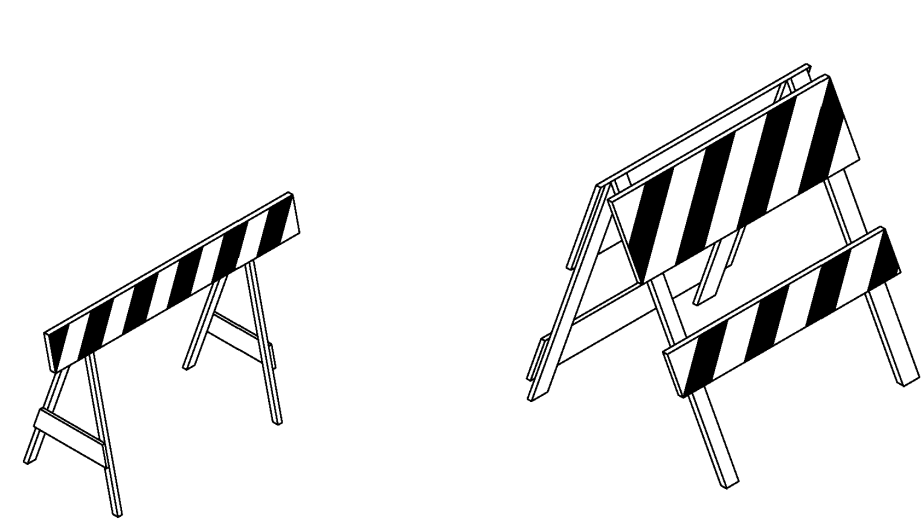
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PIPE COLLAR DETAILS

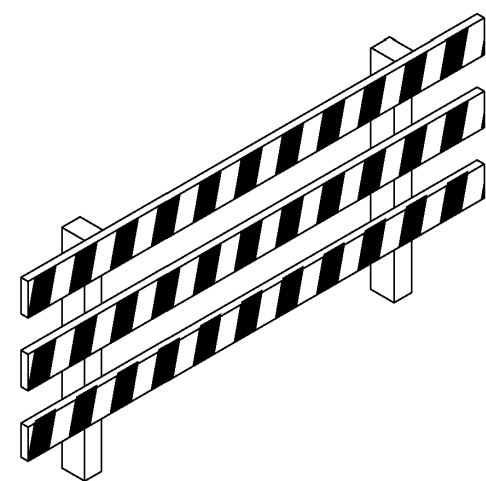
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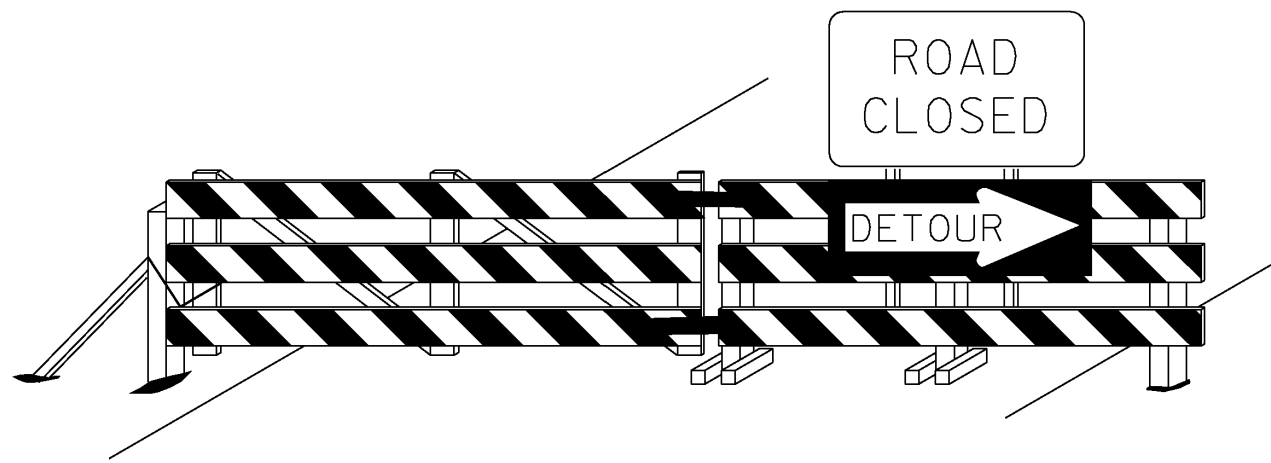


TYPE I

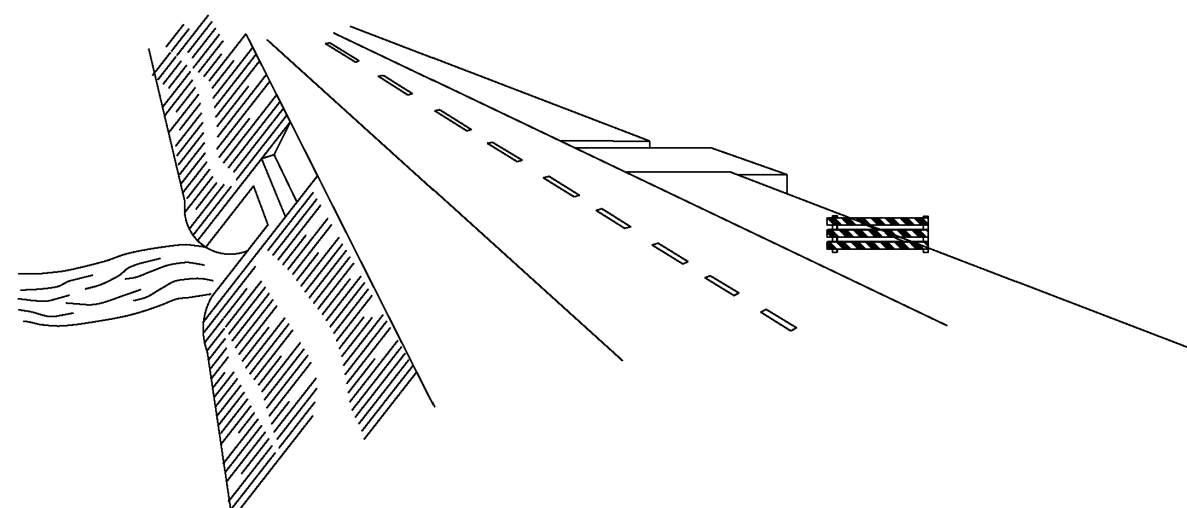
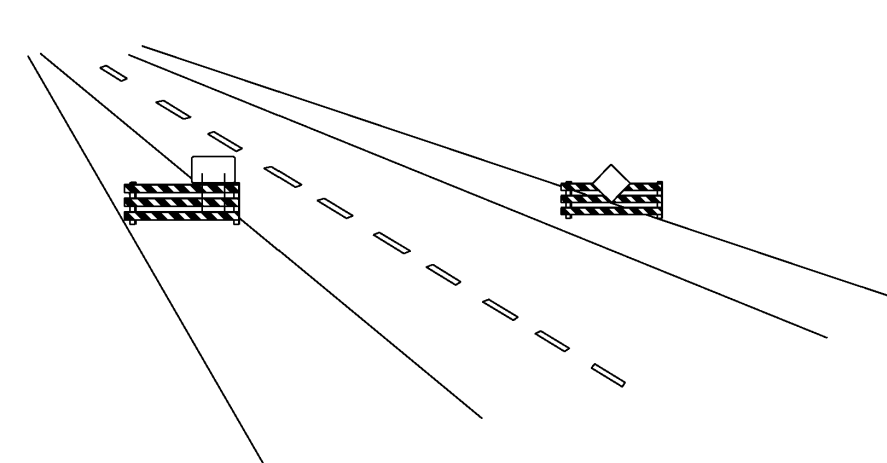
TYPE II



TYPE III



BARRICADE CLOSING A ROAD



STANDARD BARRICADES

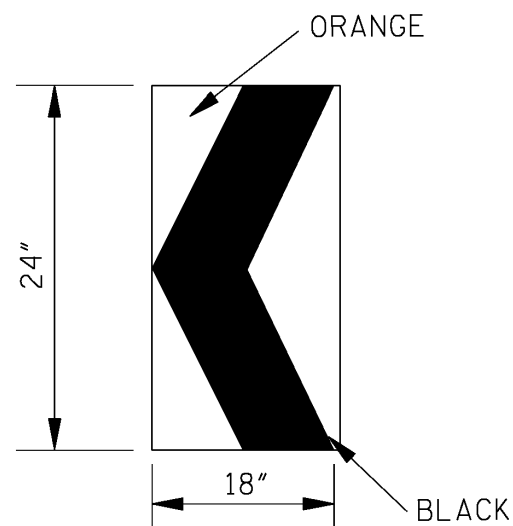
1. A TYPE I BARRICADE CONSISTS OF ONE (1) HORIZONTAL RAIL SUPPORTED BY A DEMOUNTABLE FRAME OR A LIGHT "A" FRAME. A TYPE I BARRICADE NORMALLY WOULD BE USED ON CONVENTIONAL ROADS OR URBAN STREETS AND ARTERIALS.
2. A TYPE II BARRICADE CONSISTS OF TWO (2) HORIZONTAL RAILS ON A LIGHT "A" FRAME. TYPE II BARRICADES 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

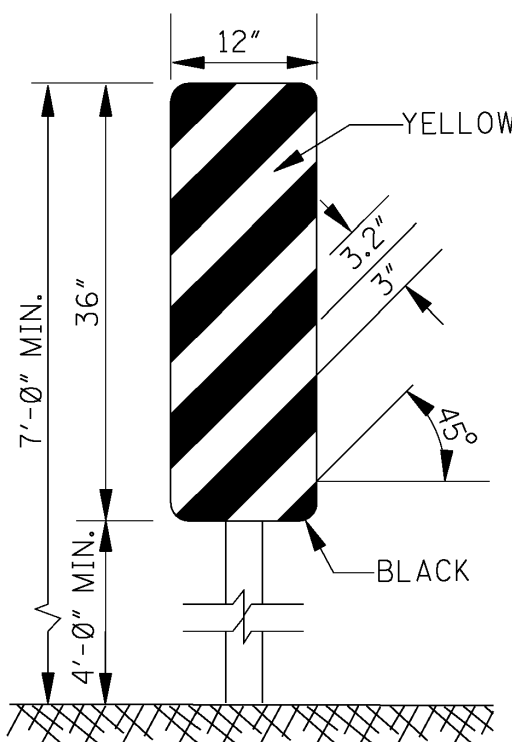
* 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.

** 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.



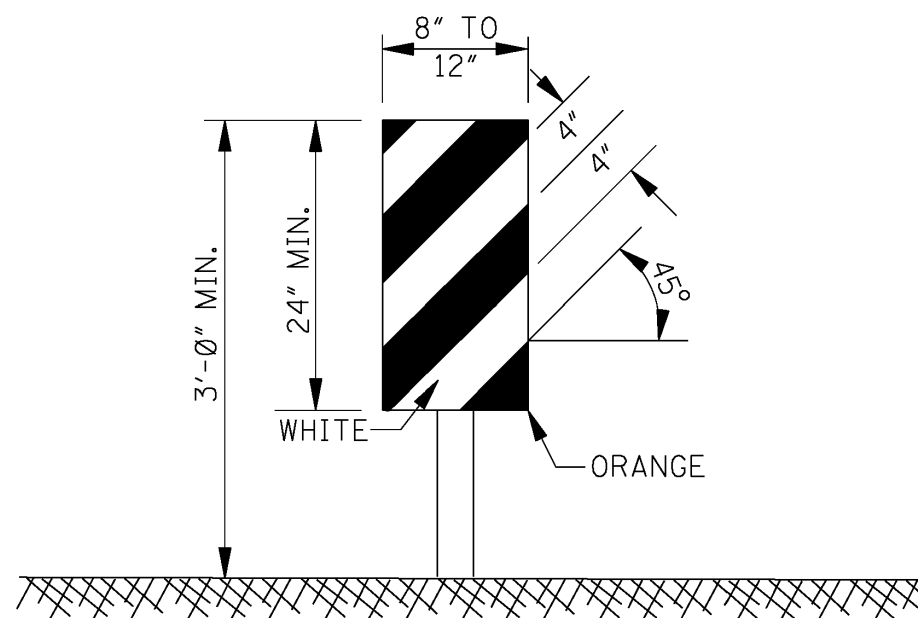
CHEVRON SIGN
DETAIL

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

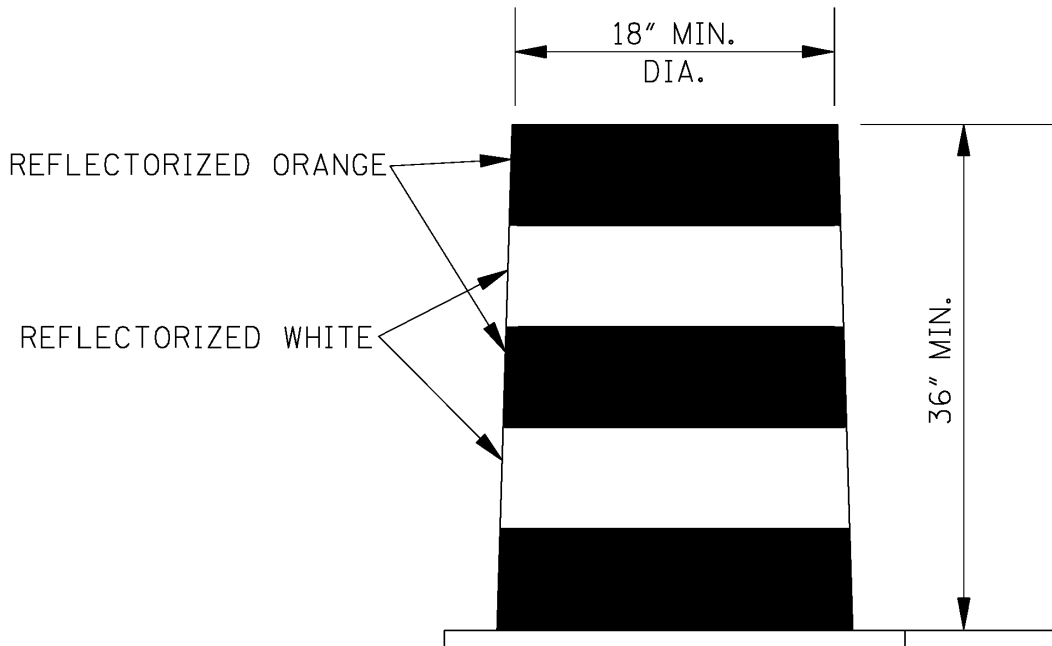
1. VERTICAL PANELS CONSIST OF AT LEAST ONE PANEL 8" TO 12" IN WIDTH AND A MINIMUM OF 24" IN HEIGHT.
2. THE DIAGONAL STRIPES SHALL SLOPE DOWNWARD IN THE DIRECTION THAT TRAFFIC IS TO PASS THE PANEL. THE PANELS SHALL BE MOUNTED WITH THE TOP A MINIMUM OF 36" ABOVE THE ROADWAY ON A SINGLE LIGHTMASS POST.
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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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 15360	
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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

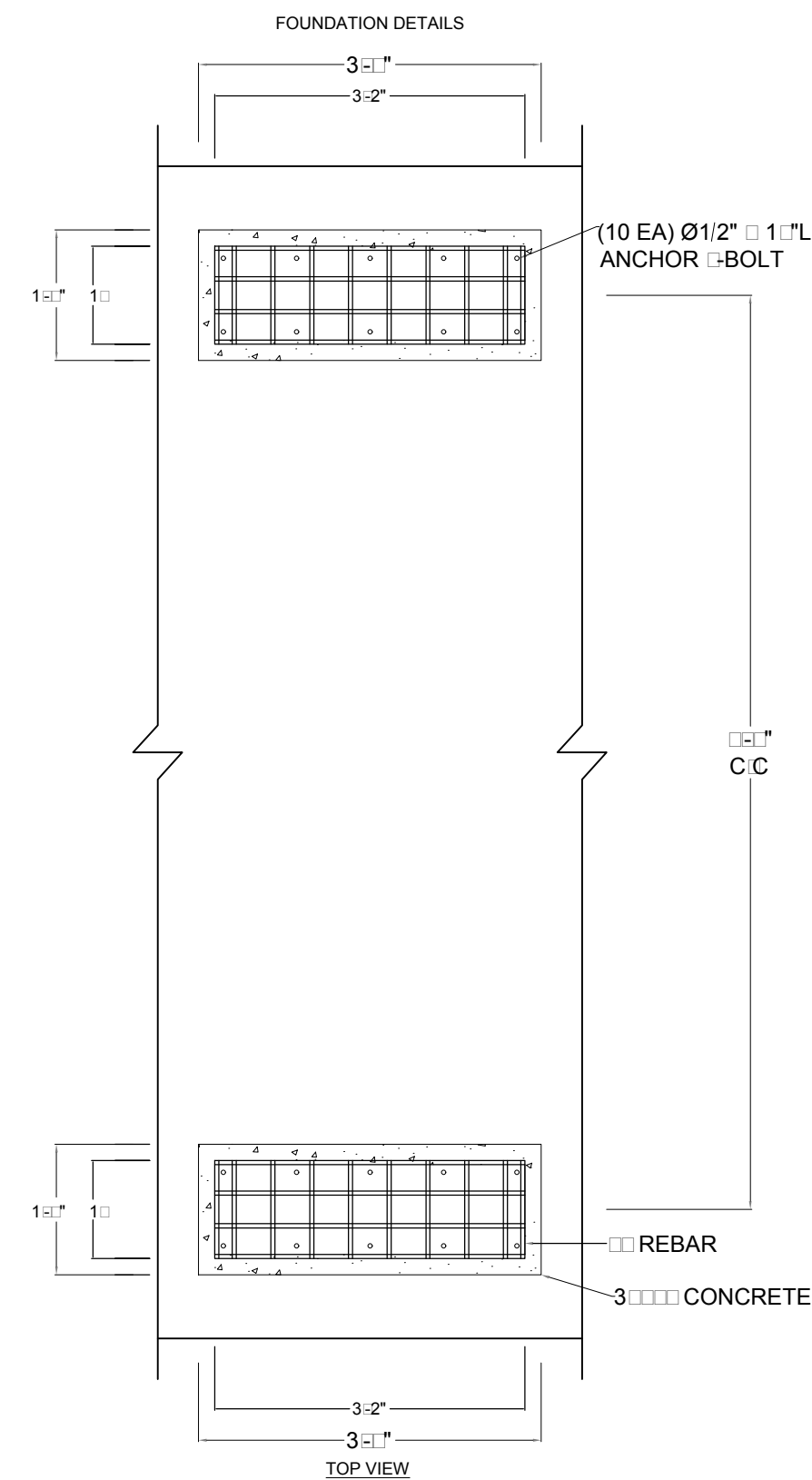
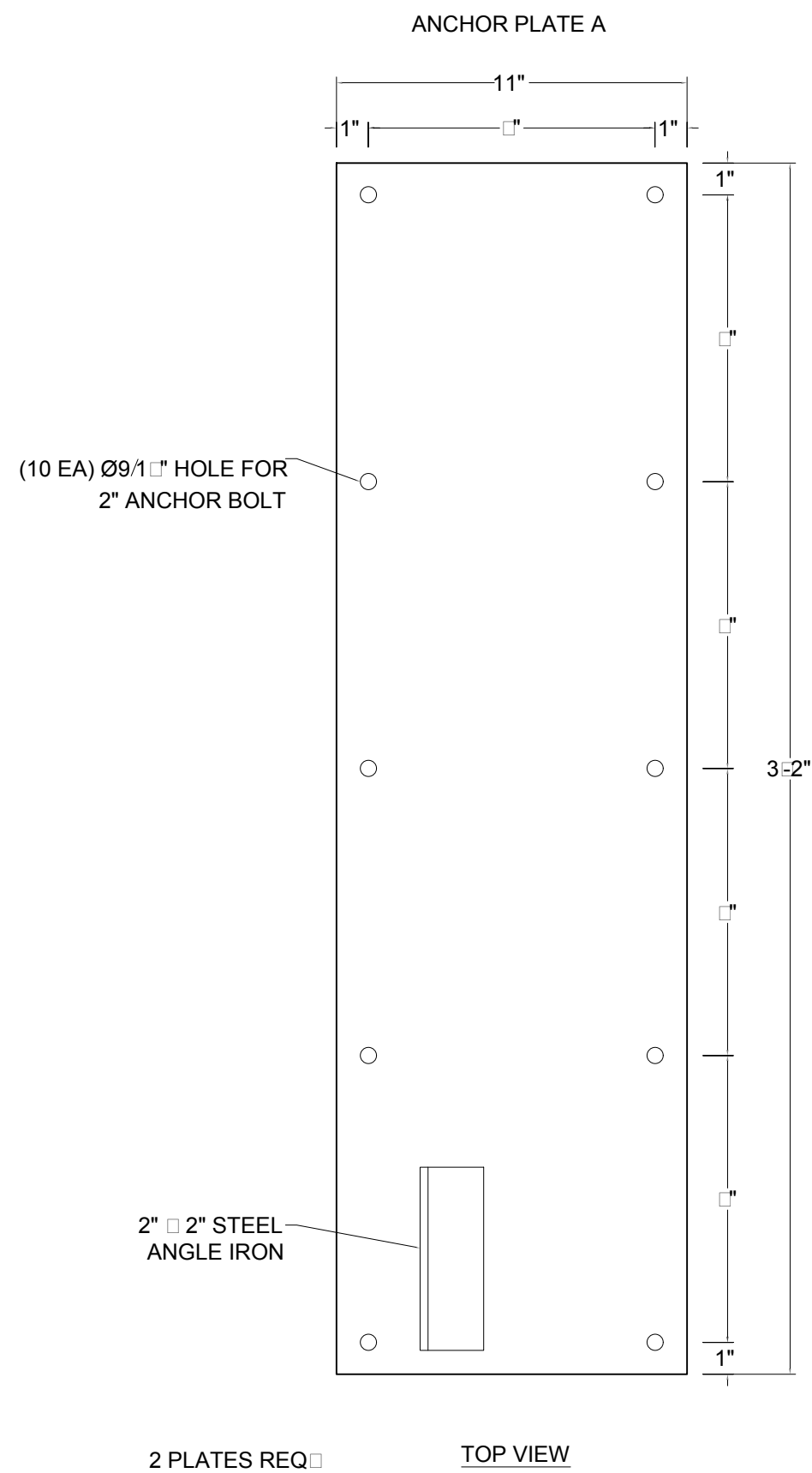
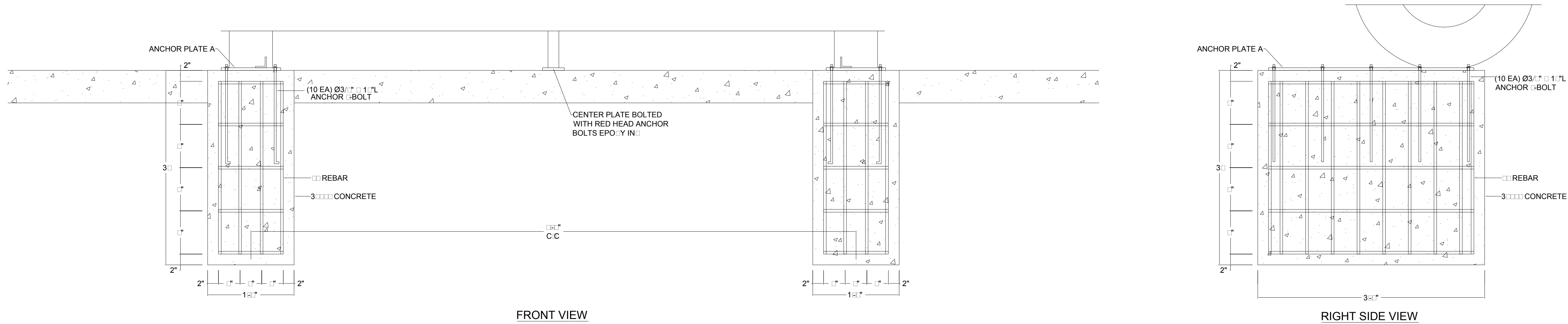
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



TRAFFIC CONTROL SIGN AND
BARRICADE DETAILS

WORKING NUMBER:
TCP-3

DRAWING NUMBER:
2



- 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.

S:\2019\2020\10-10-AM\15360\Hattiesburg\15360 - task #21 hardy and 17 drainage\neel\combined plots\hardy and concert\15360_details.dwg

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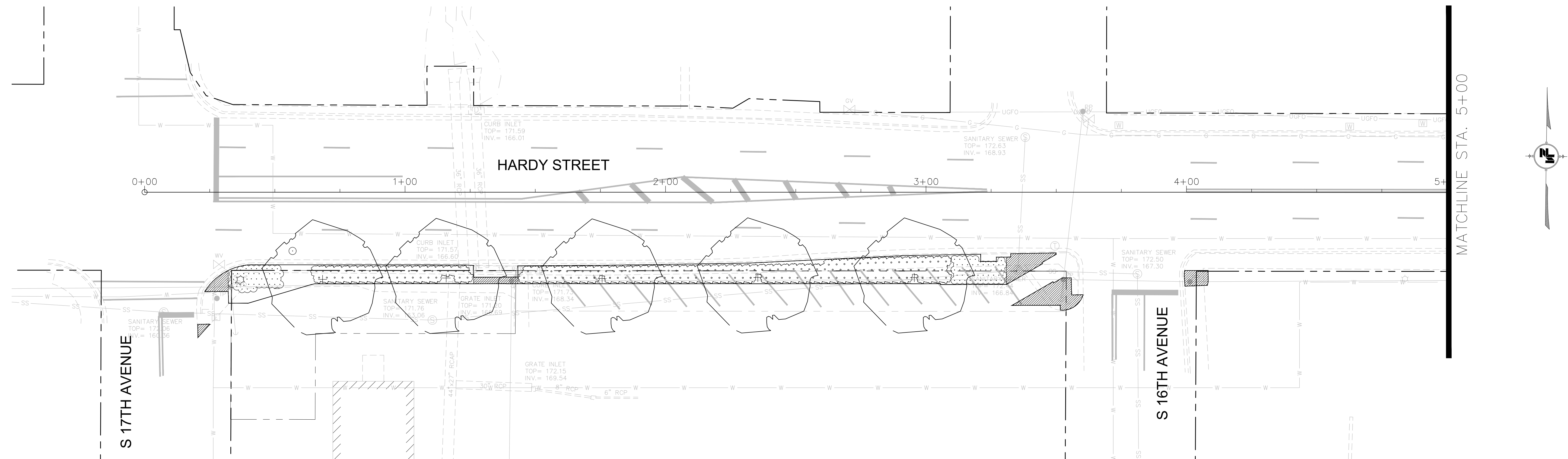
HARDY STREET AND CONCERT STREET DRAINAGE AND SIDEWALK IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

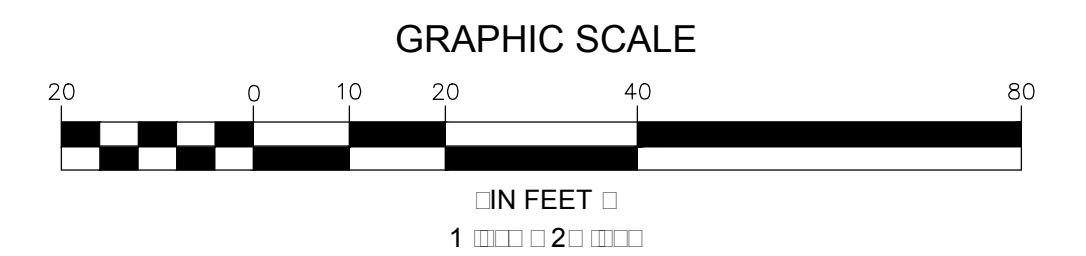
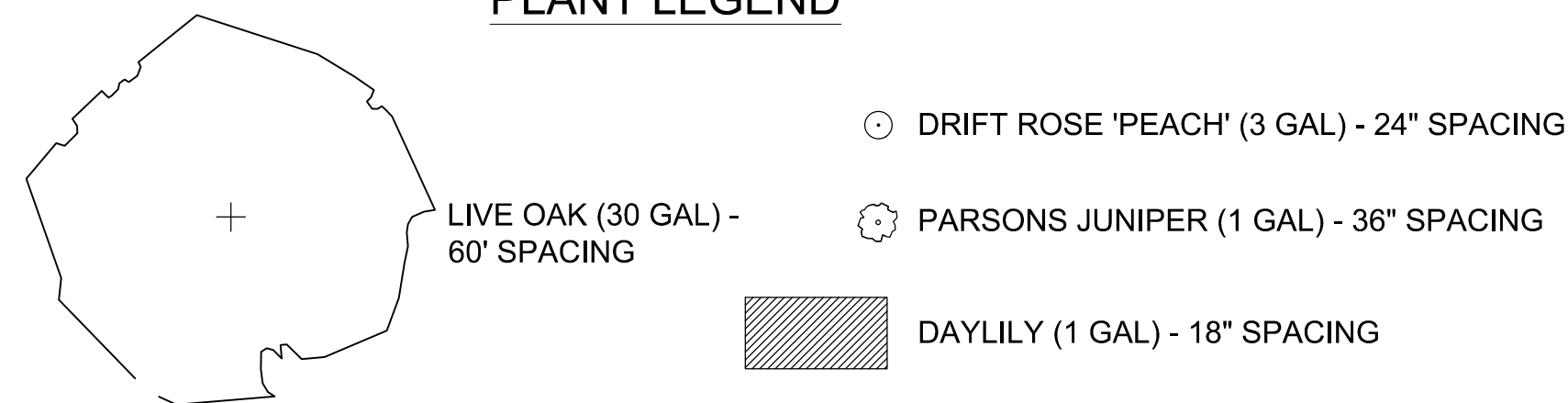


BUS STOP FOUNDATION

WORKING NUMBER: BSFO-1	DRAWING NUMBER: 20
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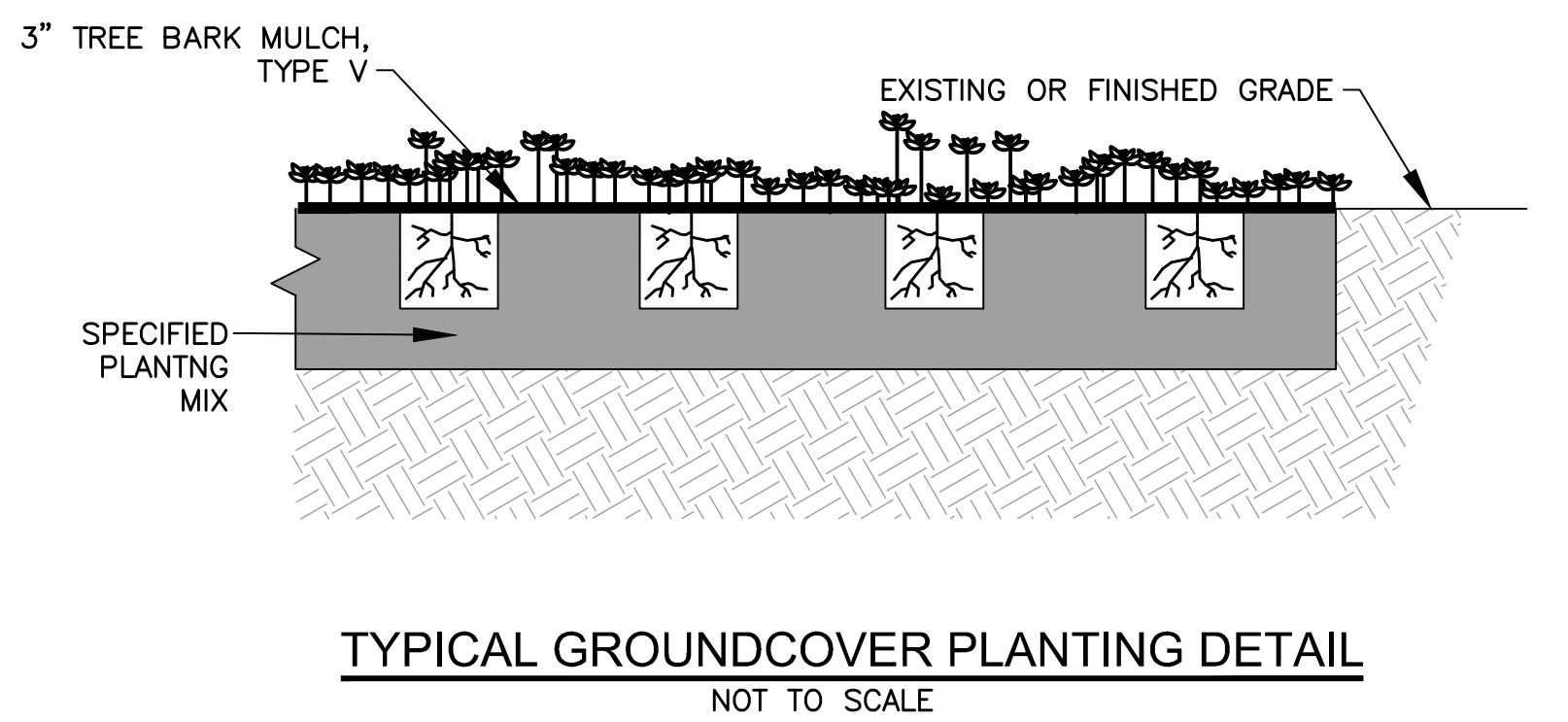
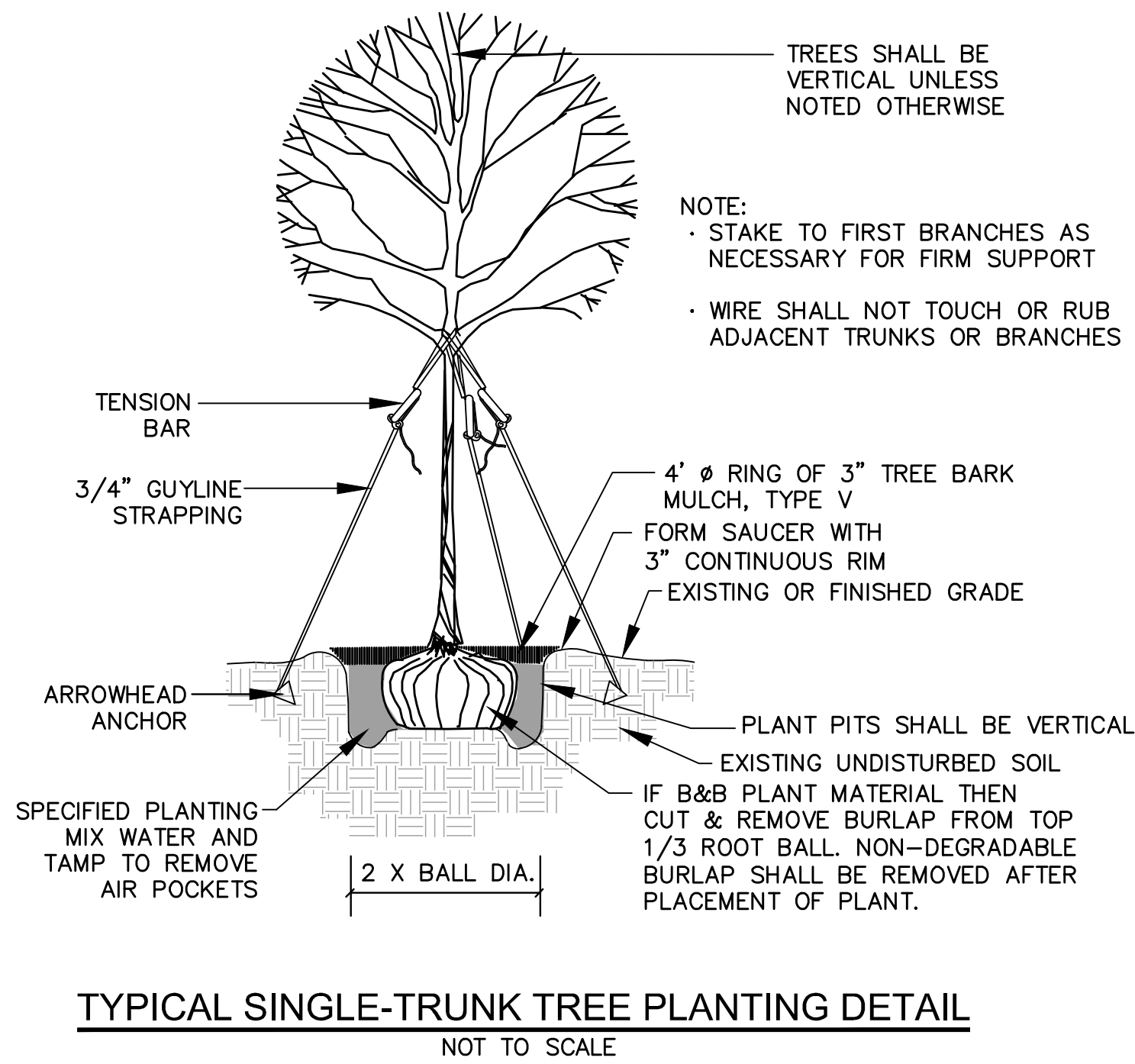
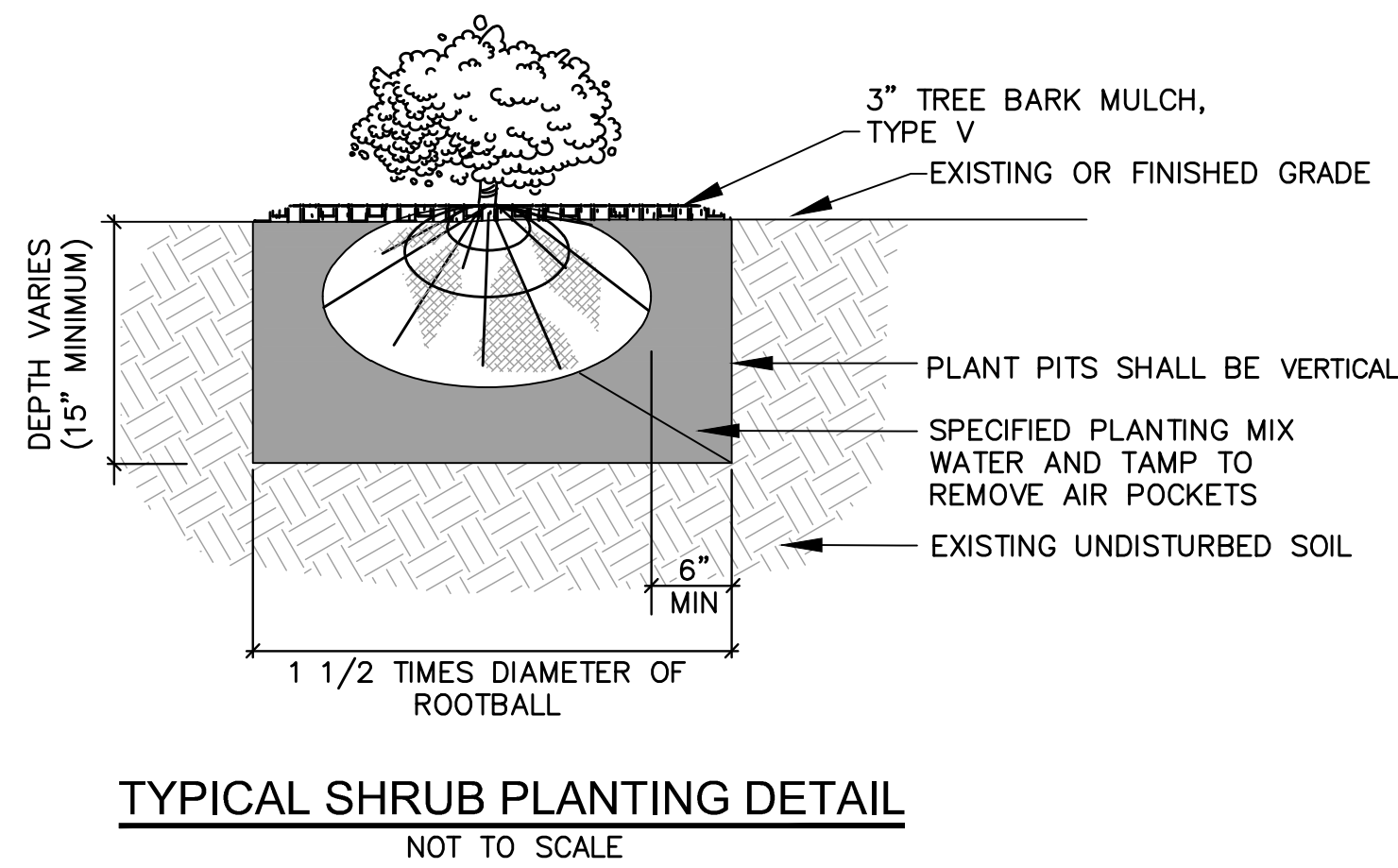
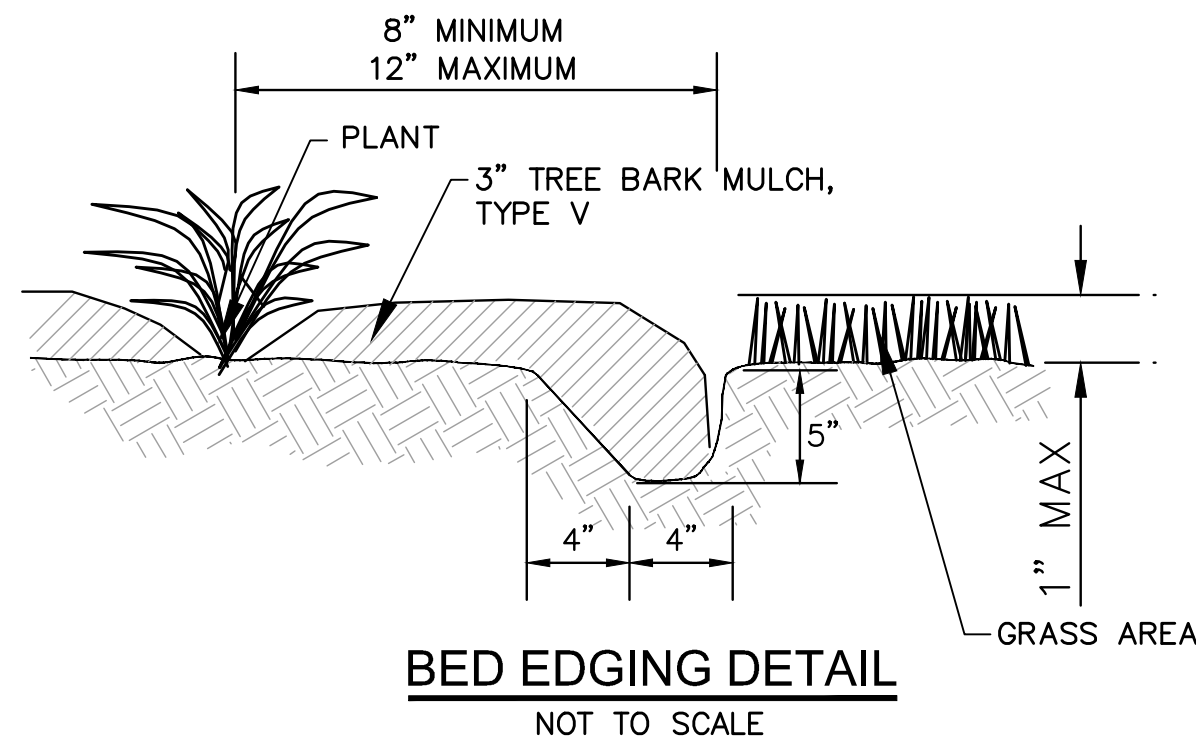


PLANT LEGEND



3/29/2020 10:12 AM c:\p0000\hattiesburg\15360 task 171 landscape.dwg

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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 15360				
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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:

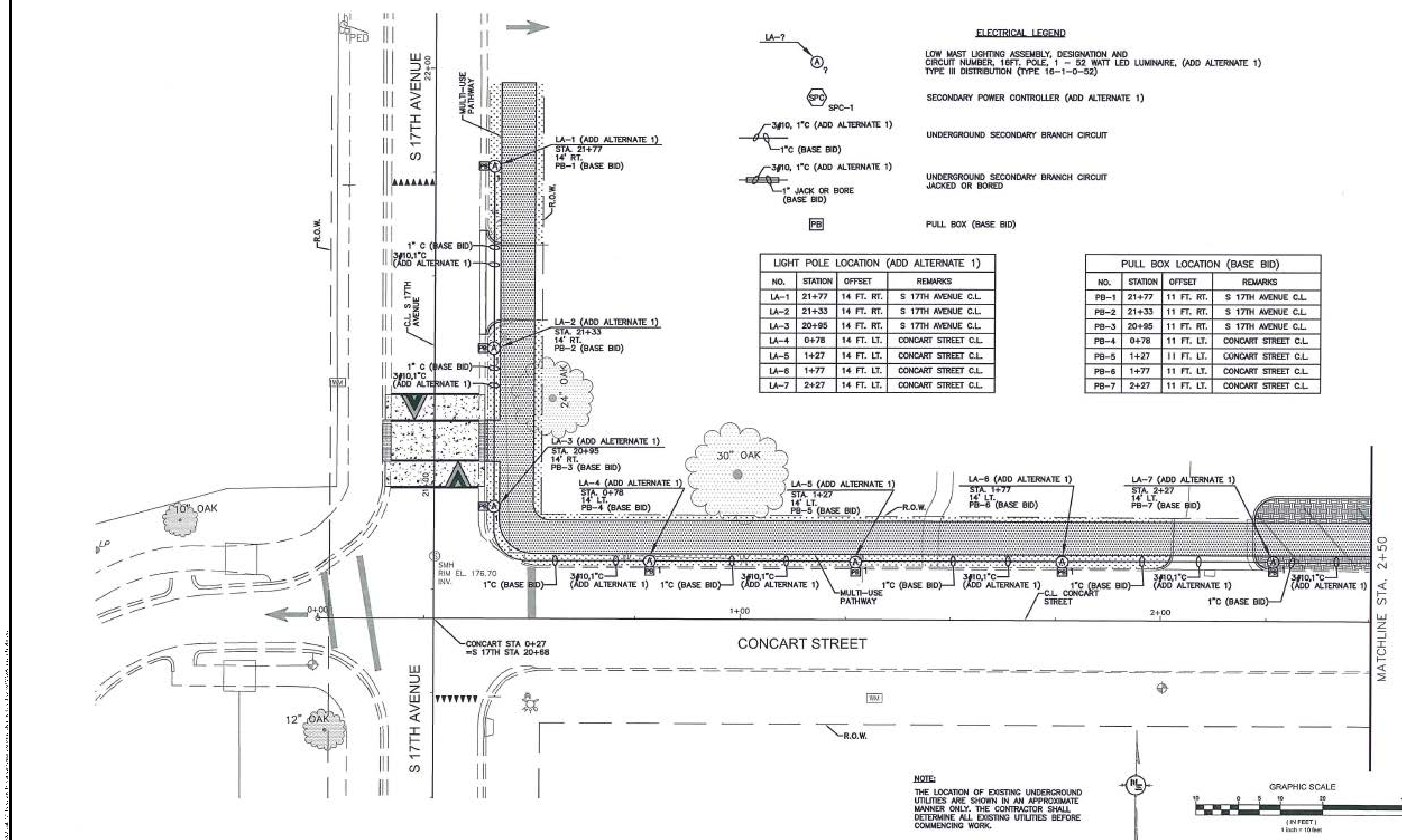
- CONTRACTOR TO PERFORM ON SITE WEED CONTROL ASSESSMENTS EVERY TWO WEEKS (AT A MINIMUM) DURING THE DURATION OF THE GROWTH AND COVERAGE PERIOD.
- CONTRACTOR TO SUBMIT FINDINGS OF WEED CONTROL ASSESSMENTS BACK TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL.
- IF ASSESSMENT FINDS THE PRESENCE OF UNWANTED 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\10360 task #71 hardy and 17 drainage design\landscape\combined plans hardy and concert\10276_Landscape.dwg

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					SURVEYED BY:					
					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-SCHAFER
Solutions you can build upon

CONCART PATHWAY STA 0+00
TO STA 2+50 AND S 17TH
AVENUE STA 2+00 TO STA
22+00 LIGHTING PLAN

WORKING NUMBER: LP-1	DRAWING NUMBER: 20
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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

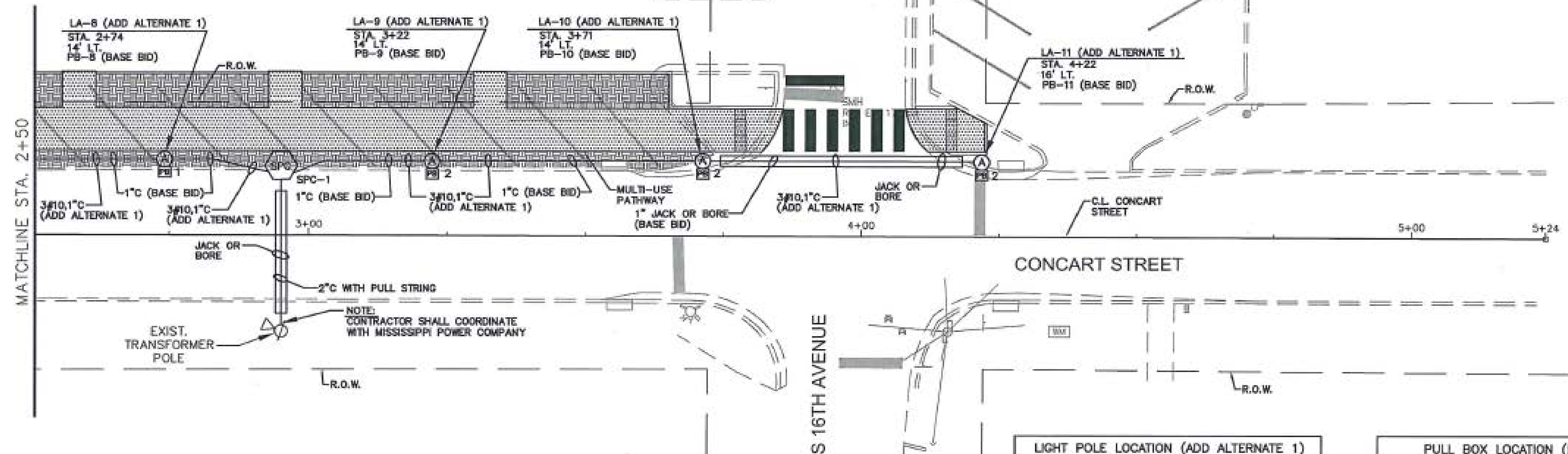
LOW MAST LIGHTING ASSEMBLY, DESIGNATION AND CIRCUIT NUMBER, 16FT. POLE, 1 - 52 WATT LED LUMINAIRE, (ADD ALTERNATE 1)
TYPE III DISTRIBUTION (TYPE 16-1-0-52)

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:
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REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	

HARDY STREET AND CONCART STREET DRAINAGE AND SIDEWALK IMPROVEMENTS

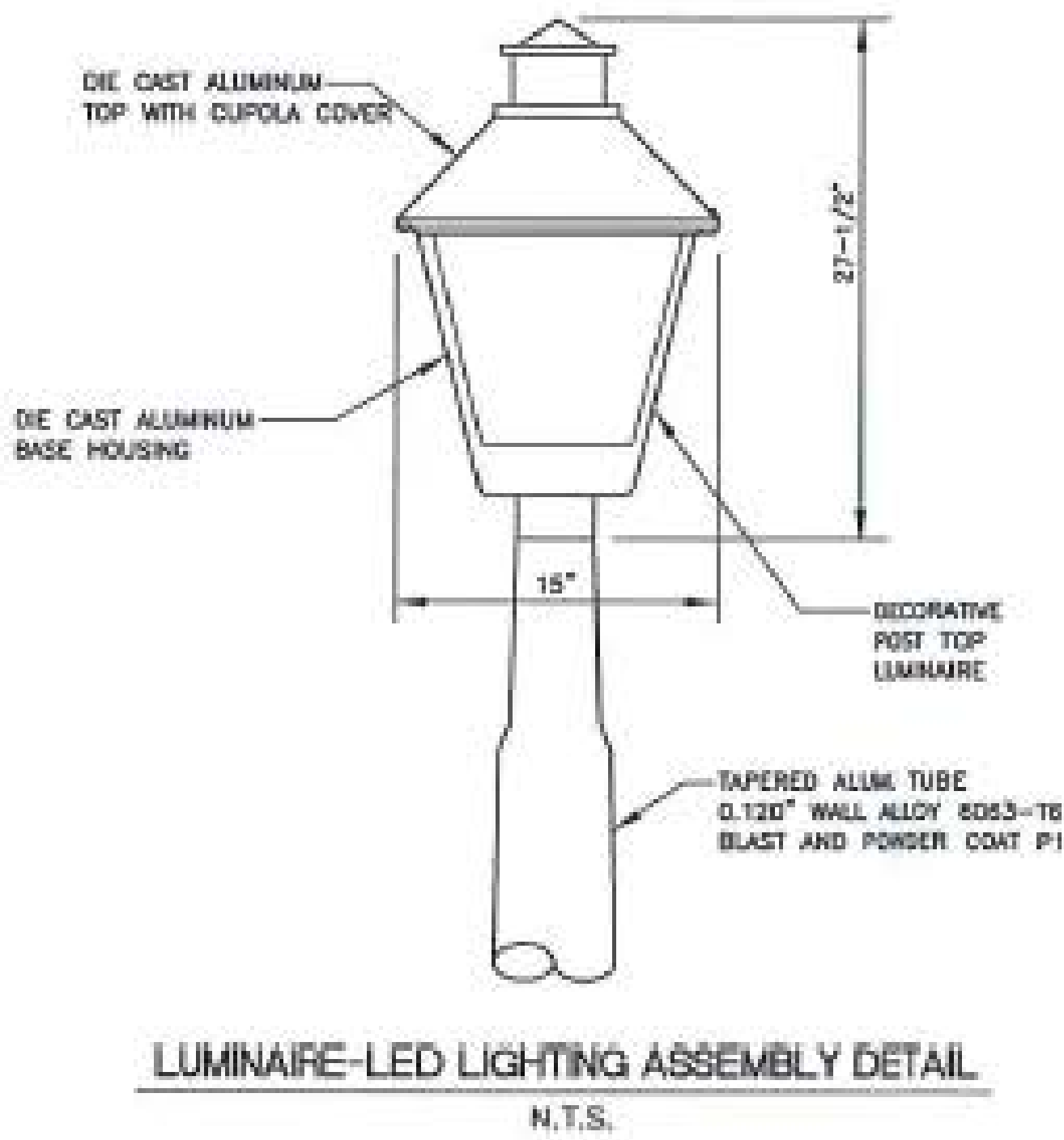
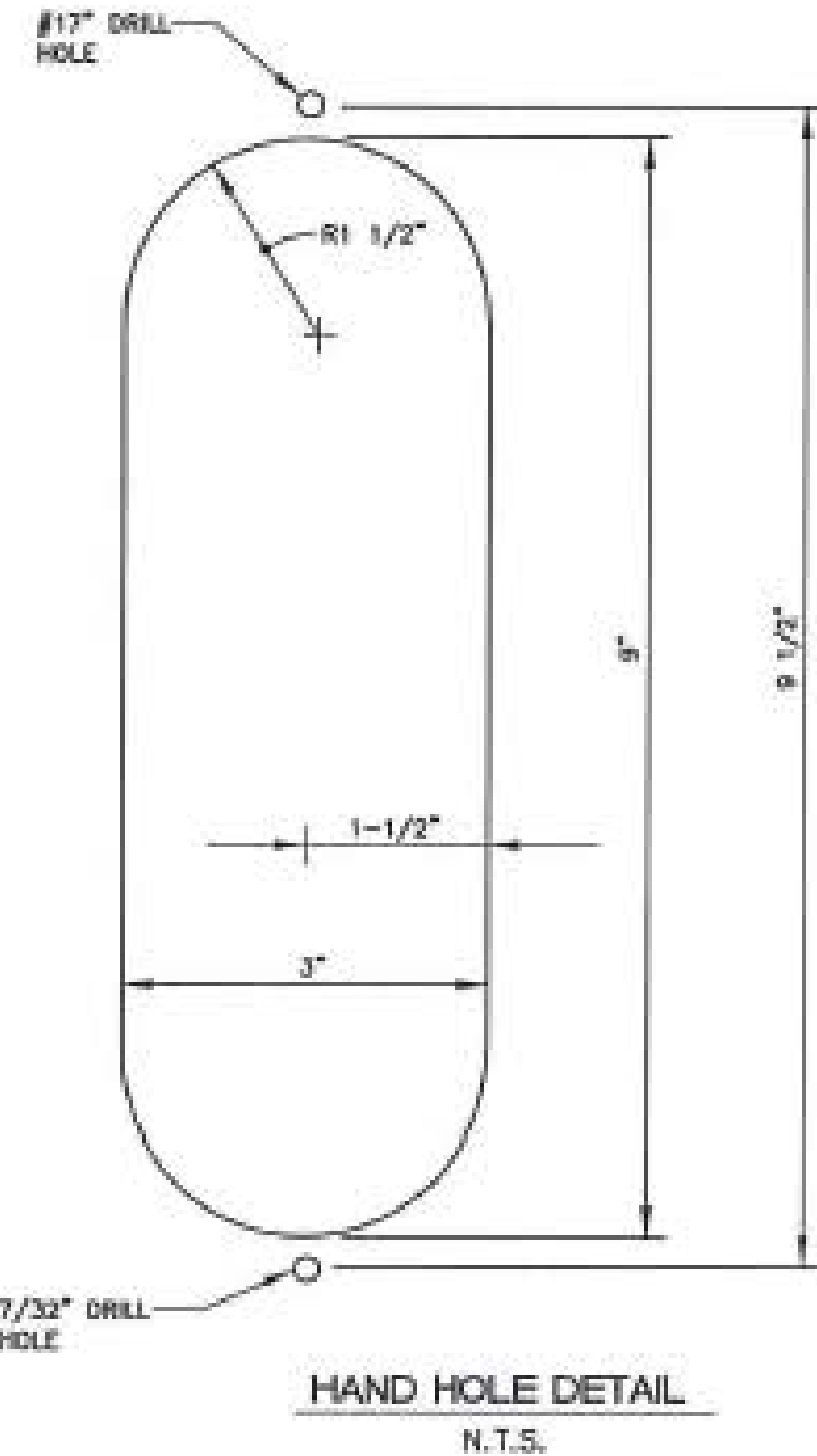
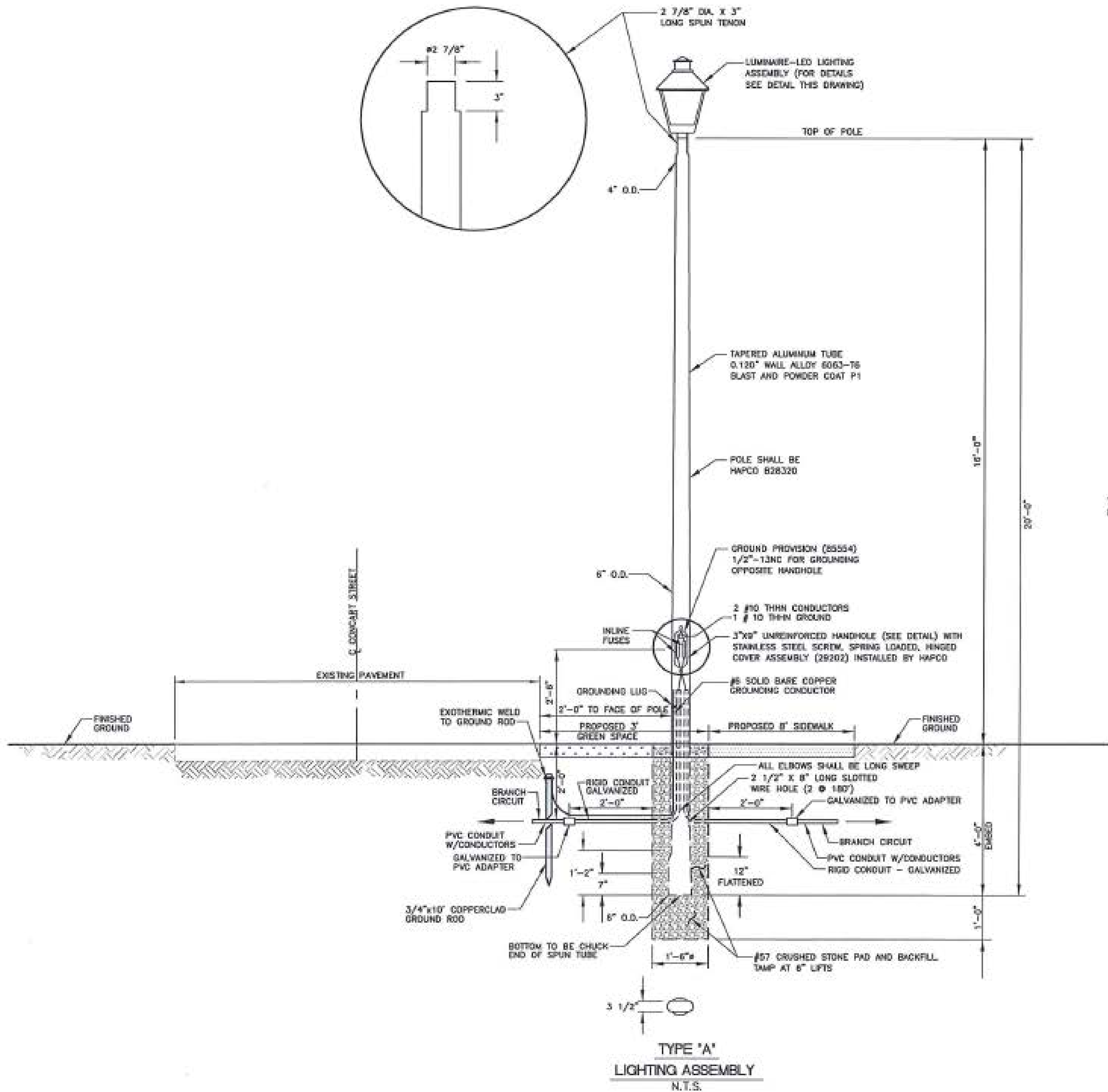
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

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, hazy 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\"
 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 LTS4 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.

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			
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:

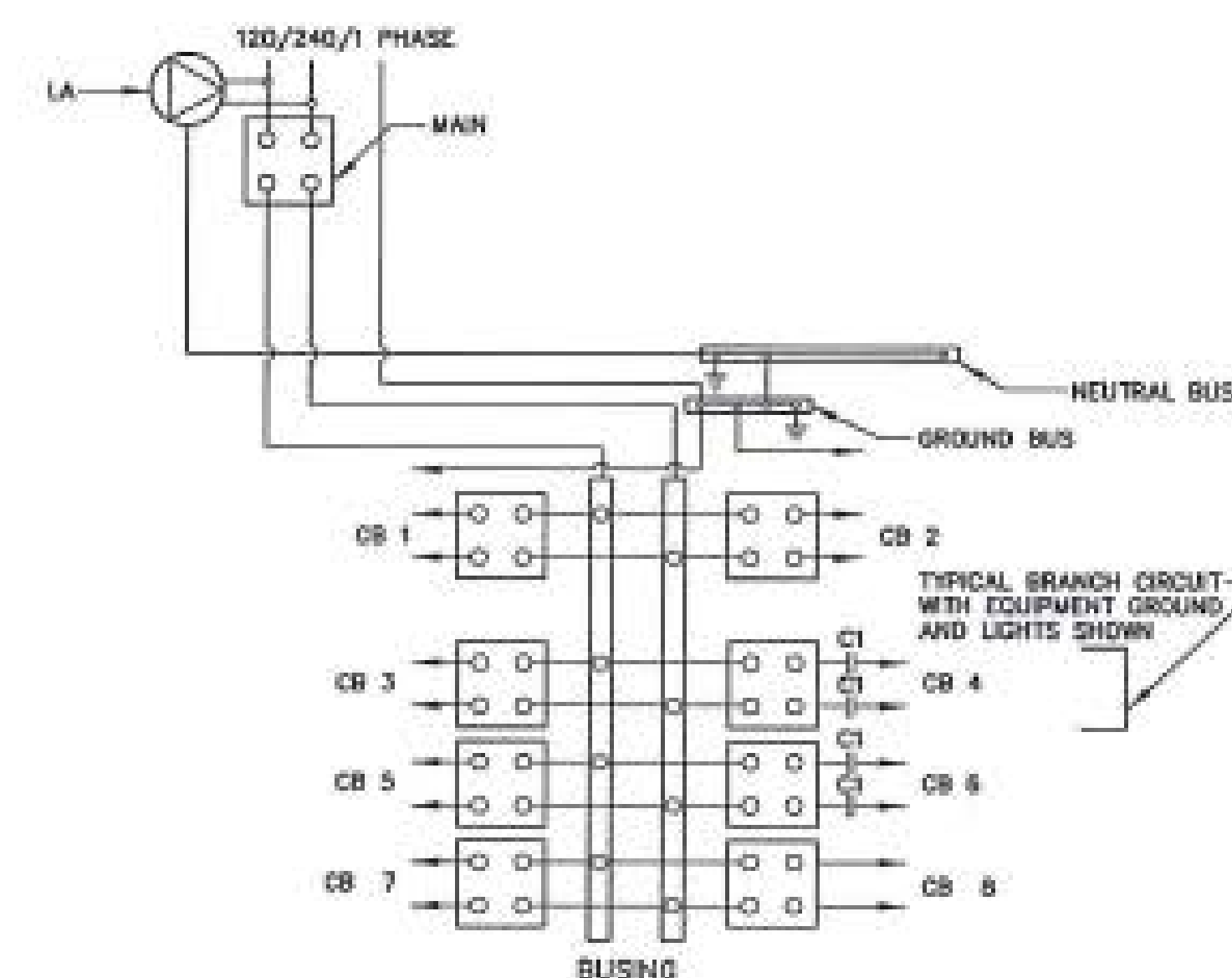
HARDY STREET AND CONCERT STREET
DRAINAGE AND SIDEWALK IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



LIGHTING DETAILS I

WORKING NUMBER:	DRAWING NUMBER:
LD-1	3



N.T.S.

NOTES:

-

M.T.R.

-
- The schematic diagram illustrates the test circuit. The top portion shows a 3-phase input connected to a switch. The switch is controlled by a P1 contact. A CT (Current Transformer) is connected in series with the switch. The bottom portion shows two CTs connected to a 1-phase input. The first CT is labeled 'TO LA-1,2,3,4,5' and the second CT is labeled 'TO LA-9,10,11'.

MTS



-
- The schematic diagram illustrates the test circuit. The top portion shows a 3-phase input connected to a switch. The switch is controlled by a P1 contact. A CT (Current Transformer) is connected in series with the switch. The bottom portion shows two CTs connected to a 1-phase input. The first CT is labeled 'TO LA-1,2,3,4,5' and the second CT is labeled 'TO LA-9,10,11'.

MTS

[illegible]

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

NOTICE TO DRAWING HOLDER

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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-SCHAFFER**
Solutions you can build upon

CONTENTS

Bidders Information and Bid Forms

Advertisement for Bids	00030-1
Instructions to Bidders	00100-1
Bidder's Proposal	00300-1
Contract Forms	00500-1

Project Manual

Standard General Conditions	00700-1
Supplementary Conditions.....	00800-1

Technical Specifications

Division 01 – General Requirements

01010 Summary of Work	01010-1
01025 Measurement and Payment	01025-1
01027 Applications for Payment	01027-1
01030 Special Project Procedures.....	01030-1
01041 Project Coordination	01041-1
01041.1Utility Coordination	01041.1-1
01045 Cutting and Patching.....	01045-1
01050 Field Engineering.....	01050-1
01060 Regulatory Requirements	01060-1
01200 Project Meetings	01200-1
01310 Construction Schedules.....	01310-1
01340 Shop Drawings, Project Data, and Samples.....	01340-1
01410 Testing Laboratory Services	01410-1
01600 Material and Equipment.....	01600-1
01630 Substitutions.....	01630-1
01710 Cleaning	01710-1
01720 Project Record Documents	01720-1
01740 Warranties and Bonds	01740-1

Division 02 – Special Provisions

907-608-1 Asphalt Pavement Texturing

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, **July 23**, 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 and Concert Street from 17th Avenue to 16th 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:

June 24, 2020

July 1, 2020

INSTRUCTIONS TO BIDDERS

HARDY STREET AND CONCERT STREET DRAINAGE AND SIDEWALK IMPROVEMENTS CITY OF HATTIESBURG, MISSISSIPPI

CONTENTS

1.	Coordination of Specifications	00100-2
2.	Date and Place of Opening of Proposals.....	00100-2
3.	Form for Proposals.....	00100-2
4.	Prequalification	00100-3
5.	Certificate of Responsibility	00100-3
6.	Annual License to Bid	00100-3
7.	Charges for Proposals, Plans and Specifications	00100-3
8.	Omissions and Discrepancies	00100-3
9.	Addenda	00100-3
10.	Interpretations	00100-4
11.	Bid Security	00100-4
12.	General Information.....	00100-4
13.	Rejection of Proposal.....	00100-4
14.	Conditions of Work.....	00100-5
15.	Security for Faithful Performance	00100-5
16.	Insurance.....	00100-5
17.	Subcontractors	00100-5
18.	Method of Award – Lowest Responsive Bidder	00100-5
19.	Obligation of Bidder	00100-6
20.	Subsurface Data	00100-6
21.	Execution of Contract	00100-6
22.	Interchangeable Terms.....	00100-6
23.	Qualifications of Bidder, Owner's Rights	00100-6
24.	Materials and Equipment	00100-7
25.	Non-Resident Bidders.....	00100-7
26.	Designating Owner and Engineer	00100-7
27.	Materials Testing and Construction Staking.....	00100-7
28.	Contract Time	00100-7

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 75 Working Days of the Notice to Proceed date unless the period for completion is extended otherwise by the Contract Documents.

An additional 35 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**

CONTENTS

Bidder's Proposal00300-2

Prices Bid and Approximate Quantities.....00300-4

Bidder's Corporate Declaration.....00300-9

Non-Collusion Affidavit00300-10

Bid Bond00300-11

Proposed Subcontractors.....00300-13

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 CONCERT 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

CONTENTS

Contract.....	00500-2
Partnership Certificate	00500-5
General Instructions for Bonds	00500-6
Performance Bond	00500-7
Payment Bond.....	00500-9
Notice of Award.....	00500-11
Notice to Proceed.....	00500-13
Contract Change Order	00500-15

CONTRACT

**HARDY STREET AND CONCAR 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)

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.

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



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

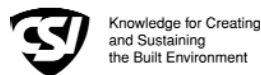
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Construction Specifications Institute

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American Society of Civil Engineers
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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).

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - DEFINITIONS AND TERMINOLOGY.....	6
1.01 <i>Defined Terms</i>	6
1.02 <i>Terminology</i>	8
ARTICLE 2 - PRELIMINARY MATTERS	9
2.01 <i>Delivery of Bonds and Evidence of Insurance</i>	9
2.02 <i>Copies of Documents</i>	9
2.03 <i>Commencement of Contract Times; Notice to Proceed</i>	9
2.04 <i>Starting the Work</i>	9
2.05 <i>Before Starting Construction</i>	9
2.06 <i>Preconstruction Conference</i>	9
2.07 <i>Initial Acceptance of Schedules</i>	9
ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE	10
3.01 <i>Intent</i>	10
3.02 <i>Reference Standards</i>	10
3.03 <i>Reporting and Resolving Discrepancies</i>	10
3.04 <i>Amending and Supplementing Contract Documents</i>	11
3.05 <i>Reuse of Documents</i>	11
3.06 <i>Electronic Data</i>	11
ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS.....	11
4.01 <i>Availability of Lands</i>	11
4.02 <i>Subsurface and Physical Conditions</i>	12
4.03 <i>Differing Subsurface or Physical Conditions</i>	12
4.04 <i>Underground Facilities</i>	13
4.05 <i>Reference Points</i>	13
4.06 <i>Hazardous Environmental Condition at Site</i>	13
ARTICLE 5 - BONDS AND INSURANCE	14
5.01 <i>Performance, Payment, and Other Bonds</i>	14
5.02 <i>Licensed Sureties and Insurers</i>	15
5.03 <i>Certificates of Insurance</i>	15
5.04 <i>Contractor's Liability Insurance</i>	15
5.05 <i>Owner's Liability Insurance</i>	16
5.06 <i>Property Insurance</i>	16
5.07 <i>Waiver of Rights</i>	17
5.08 <i>Receipt and Application of Insurance Proceeds</i>	17
5.09 <i>Acceptance of Bonds and Insurance; Option to Replace</i>	17
5.10 <i>Partial Utilization, Acknowledgment of Property Insurer</i>	18
ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES.....	18
6.01 <i>Supervision and Superintendence</i>	18
6.02 <i>Labor; Working Hours</i>	18
6.03 <i>Services, Materials, and Equipment</i>	18
6.04 <i>Progress Schedule</i>	18
6.05 <i>Substitutes and "Or-Equals"</i>	19
6.06 <i>Concerning Subcontractors, Suppliers, and Others</i>	20
6.07 <i>Patent Fees and Royalties</i>	21
6.08 <i>Permits</i>	21
6.09 <i>Laws and Regulations</i>	21
6.10 <i>Taxes</i>	22
6.11 <i>Use of Site and Other Areas</i>	22
6.12 <i>Record Documents</i>	22
6.13 <i>Safety and Protection</i>	22
6.14 <i>Safety Representative</i>	23
6.15 <i>Hazard Communication Programs</i>	23

6.16	<i>Emergencies</i>	23
6.17	<i>Shop Drawings and Samples</i>	23
6.18	<i>Continuing the Work</i>	24
6.19	<i>Contractor's General Warranty and Guarantee</i>	24
6.20	<i>Indemnification</i>	24
6.21	<i>Delegation of Professional Design Services</i>	25
ARTICLE 7 - OTHER WORK AT THE SITE		25
7.01	<i>Related Work at Site</i>	25
7.02	<i>Coordination</i>	26
7.03	<i>Legal Relationships</i>	26
ARTICLE 8 - OWNER'S RESPONSIBILITIES		26
8.01	<i>Communications to Contractor</i>	26
8.02	<i>Replacement of Engineer</i>	26
8.03	<i>Furnish Data</i>	26
8.04	<i>Pay When Due</i>	26
8.05	<i>Lands and Easements; Reports and Tests</i>	26
8.06	<i>Insurance</i>	26
8.07	<i>Change Orders</i>	26
8.08	<i>Inspections, Tests, and Approvals</i>	26
8.09	<i>Limitations on Owner's Responsibilities</i>	27
8.10	<i>Undisclosed Hazardous Environmental Condition</i>	27
8.11	<i>Evidence of Financial Arrangements</i>	27
ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION.....		27
9.01	<i>Owner's Representative</i>	27
9.02	<i>Visits to Site</i>	27
9.03	<i>Project Representative</i>	27
9.04	<i>Authorized Variations in Work</i>	27
9.05	<i>Rejecting Defective Work</i>	27
9.06	<i>Shop Drawings, Change Orders and Payments</i>	28
9.07	<i>Determinations for Unit Price Work</i>	28
9.08	<i>Decisions on Requirements of Contract Documents and Acceptability of Work</i>	28
9.09	<i>Limitations on Engineer's Authority and Responsibilities</i>	28
ARTICLE 10 - CHANGES IN THE WORK; CLAIMS		28
10.01	<i>Authorized Changes in the Work</i>	28
10.02	<i>Unauthorized Changes in the Work</i>	29
10.03	<i>Execution of Change Orders</i>	29
10.04	<i>Notification to Surety</i>	29
10.05	<i>Claims</i>	29
ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK.....		30
11.01	<i>Cost of the Work</i>	30
11.02	<i>Allowances</i>	31
11.03	<i>Unit Price Work</i>	31
ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES		32
12.01	<i>Change of Contract Price</i>	32
12.02	<i>Change of Contract Times</i>	33
12.03	<i>Delays</i>	33
ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.....		33
13.01	<i>Notice of Defects</i>	33
13.02	<i>Access to Work</i>	33
13.03	<i>Tests and Inspections</i>	33
13.04	<i>Uncovering Work</i>	34
13.05	<i>Owner May Stop the Work</i>	34
13.06	<i>Correction or Removal of Defective Work</i>	34
13.07	<i>Correction Period</i>	34
13.08	<i>Acceptance of Defective Work</i>	35
13.09	<i>Owner May Correct Defective Work</i>	35
ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION		36
14.01	<i>Schedule of Values</i>	36
14.02	<i>Progress Payments</i>	36
14.03	<i>Contractor's Warranty of Title</i>	37
14.04	<i>Substantial Completion</i>	37

14.05	<i>Partial Utilization</i>	38
14.06	<i>Final Inspection</i>	38
14.07	<i>Final Payment</i>	38
14.08	<i>Final Completion Delayed</i>	39
14.09	<i>Waiver of Claims</i>	39
ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION.....		39
15.01	<i>Owner May Suspend Work</i>	39
15.02	<i>Owner May Terminate for Cause</i>	39
15.03	<i>Owner May Terminate For Convenience</i>	40
15.04	<i>Contractor May Stop Work or Terminate</i>	40
ARTICLE 16 - DISPUTE RESOLUTION		41
16.01	<i>Methods and Procedures</i>	41
ARTICLE 17 - MISCELLANEOUS		41
17.01	<i>Giving Notice</i>	41
17.02	<i>Computation of Times</i>	41
17.03	<i>Cumulative Remedies</i>	41
17.04	<i>Survival of Obligations</i>	41
17.05	<i>Controlling Law</i>	41
17.06	<i>Headings</i>	41

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

CONTENTS

1.	Definitions	00800-2
2.	Commencement of Contract Time: Notice to Proceed	00800-2
3.	Before Starting Construction	00800-2
4.	Preconstruction Conference	00800-2
5.	Subsurface and Physical Conditions.....	00800-2
6.	Insurance Requirements.....	00800-3
7.	Contractor's Responsibilities	00800-5
8.	Record Documents.....	00800-5
9.	Limitations on ENGINEER'S Responsibilities.....	00800-5
10.	Change of Contract Time.....	00800-5
11.	Payments to CONTRACTOR.....	00800-6
12.	List of Contract Drawings.....	00800-7
13.	Liquidated and Special Damages.....	00800-7
14.	Suspension of Work and Termination	00800-7
15.	Methods and Procedures	00800-7

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:

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- 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

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- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp or evidence that the Contractor has not performed the required review will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.
- B. Determine and verify:
1. Field measurements.
 2. Field construction criteria.
 3. Catalog numbers and similar data.
 4. Conformance with Specifications and indicate all variances from the Specifications.
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him by the Engineer with no exceptions taken.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Engineer receives them.
- F. The Contractor shall submit five (5) copies of shop drawings and descriptive or product data submittal to complement shop drawings to the Engineer which will be retained for his use.
- G. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
- H. The Contractor shall utilize a Sequential Numbering System for submittals (1-999). Resubmittals or confirming material shall be assigned a letter next to the submittal number, i.e. A= second submittal, B= third submittal, etc.
- I. Submittals shall include a certified statement of compliance to the requirements detailed in the specifications in addition to other submittal requirements. This certification shall be prepared by the manufacturer and not the local supplier. Validity of the authority and position of the person signing the certification shall be verified by a Notary Public. The statement of compliance shall address each point of conformance contained in the governing specifications with definite comments of either compliance or non-compliance. Statements of non-compliance with points of conformance shall be accompanied by a statement of

justification as to the reason for non-conformance and why the non-complying feature is considered to be either equal to or better than the specified feature. The Engineer will use the certified statement of compliance in his evaluation of the submittal rendering a judgment as to equality to the specified product and issuing a statement as to whether the product is acceptable for or rejected from incorporation into the work.

- J. When a manufacturer named in the controlling specification is chosen to supply a product and the details of manufacture, size, and installation are shown on this standard catalog cut sheets, the manufacturer may submit the certified statement of compliance as detailed above along with installation details specific to the work such as laying schedules, etc. as required, deleting the standardized catalog data.

1.03 Engineer's Review of Shop Drawings

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation.
- B. The review of drawings and schedules will be general, and shall not be construed:
1. as permitting any departure from the Contract requirements;
 2. as relieving the Contractor of responsibility for any errors, including details, dimensions, omissions and materials;
- C. If the drawings or schedules as submitted describe variations per subparagraph (1.04.D), and show a departure from the Contract requirements which Engineer finds to be in the best interest of the Owner and to be so minor as not to involve a change in Contract Price or Time, The Engineer may return the reviewed Drawings without noting any exception.
- D. After the ENGINEER completes his review, the Shop Drawings will be marked with one of the following notations:
1. No Exceptions Taken.
 2. Make Corrections Noted.
 3. Revise and Resubmit.
 4. Rejected.
 5. Submit Specified Item.
- E. If a submittal is acceptable, it will be marked "No Exception Taken" or "Make Corrections Noted". Three copies of the submittal will be returned to the CONTRACTOR.
- F. Upon return of a submittal marked "No Exception Taken" or "Make Corrections Noted", the CONTRACTOR may order, ship or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.
- G. If a Shop Drawing action is "Make Corrections Noted" but has extensive corrections or corrections affecting other drawings or Work, the ENGINEER may require that the CONTRACTOR make the corrections indicated thereon and resubmit the Shop Drawings for

record purposes. In this case, the submittal will be marked "Make Corrections Noted-Resubmit".

- H. If a submittal is unacceptable, two copies will be returned to the CONTRACTOR with one of the following notations:
 - 1. "Revise and Resubmit"
 - 2. "Rejected"
- I. Upon return of a submittal marked "Revise and Resubmit", the CONTRACTOR shall make the corrections indicated and repeat the initial approval procedure. The "Rejected" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, the CONTRACTOR shall repeat the initial approval procedure utilizing acceptable material or equipment.
- J. Submittals lacking adequate details or information to allow the ENGINEER to determine whether or not the submittal meets the intent of the Contract specifications shall be marked "Submit Specified Item" and returned without further comment.
- K. Shop Drawings or other submittals not bearing the ENGINEER'S "No Exception Taken" or "Make Corrections Noted" notations shall not be issued to Subcontractors nor utilized for construction purposes. No Work shall be performed or equipment installed without a drawing or submittal bearing one of these notations.
- L. In the event the CONTRACTOR obtains the ENGINEER'S approval for the use of equipment other than that which is shown or specified, the CONTRACTOR shall, at his own expense and using methods approved by the ENGINEER, make all changes to the Work, including structures, piping, electrical, equipment and controls, that may be necessary to accommodate this equipment.
- M. Resubmittals will be handled in the same manner as first submittals. The Contractor shall direct specific attention to revisions other than the corrections requested by the Engineer on previous submissions by written details or markings on the resubmitted Shop Drawings. The Contractor shall make any corrections required by the Engineer.
- N. If the Contractor considers any correction indicated on the Drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- O. The Engineer will review a submittal/resubmittal a maximum of three times after which cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer's charges to the Owner under the terms of the Engineer's agreement with the Owner.
- P. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions or approval from the Engineer.

Q. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "NOT APPROVED" until resubmitted.

1.13 SHOP DRAWINGS

- A. Shop drawings shall be complete and detailed.
- B. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- C. Each shop drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Number and title of the drawing.
 - 2. Date of drawing or revision.
 - 3. Name of project building or facility.
 - 4. Name of contractor and subcontractor submitting drawing.
 - 5. Clear identification of contents and location of the work.
 - 6. Specification number and title.
- D. If Drawings show variations from Contract requirements because of standard Shop practice or other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such Drawings have been reviewed.
- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material as required. Materials and equipment lists shall give for each item thereon the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish, and all other pertinent data.
- F. The Contractor shall provide a list including the equipment name, address, and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained for all mechanical and electrical equipment furnished.
- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required Shop Drawings. The

installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.

- H. Only the Engineer will utilize the color red in marking Shop Drawing submittals.
- I. Before final payment is made, the Contractor shall furnish to Engineer five (5) sets of record shop drawings all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, yard piping, electrical system and instrumentation system.

1.13 Working Drawings

- A. Working drawings shall be considered to mean the Contractor's plans for temporary structures.
- B. Copies of working drawings as noted in subparagraph 1.02, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.
- C. The Engineer will not review working drawings but shall use them as information to monitor the work performed by the Contractor.

1.14 Samples

- A. The Contractor shall furnish for the review of the Engineer samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed and the Contractor shall prepay all shipping charges. Materials or equipment for which samples are required shall not be used in work until reviewed by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Name of Contractor and Subcontractor
 - 3. Material or Equipment represented
 - 4. Place of Origin
 - 5. Name of Producer and Brand (if any).
 - 6. Location in Project

(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)

- C. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in subparagraph 1.06B above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer under separate cover and the remaining copy shall be for the Contractor's records. Review of a sample shall be only for the characteristics or use named and shall not be construed to change or modify any Contract requirements.
- D. Reviewed samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the reviewed samples. Samples which failed testing or were rejected will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01410

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor will employ and pay for the services of an Independent Testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

- A. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.

1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

Laboratory is not authorized to:

- A. Release, revoke, alter or enlarge on requirements of Contract Documents.
- B. Approve or accept any portion of the Work.
- C. Perform any duties of the Contractor.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel; provide access to Work, to Manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Owner may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
 - 1. To provide access to Work to be tested.

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2. To obtain and handle samples at the Project site or at the source of the product to be tested.
 3. To facilitate inspections and tests.
 4. For storage and curing of test samples.
- F. Notify laboratory at least 24 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
- G. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required for the Contractor's convenience and as approved by the Owner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Material and equipment incorporated into the Work shall:

- A. Conform to applicable specifications and standards.
- B. Comply with size, make, type, and quality specified to the greatest extent possible, detailing all aspects and providing explicit reasons for parameters not in compliance and specifically approved in writing by the Engineer.
- C. Manufactured and Fabricated Products:
 - 1. Design, fabricate, and assemble in accord with the best engineering and standard shop practices.
 - 2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - 3. Two or more items of the same kind shall be produced, by the same manufacturer.
 - 4. Products shall be suitable for service conditions.
 - 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- D. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the Work without prior approval of the Engineer.
- B. The Contractor shall submit to the Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Engineer to identify the particular product along with references to the applicable section(s) of the specifications to form an opinion as to its conformity to the specifications. The data shall comply with Paragraph 1.06 of this Section.
- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. If the Engineer requires, the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the

specifications. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense. Except as otherwise noted, the Contractor will make arrangements for and pay for the tests. Where such tests confirm compliance with the specifications, the Owner will reimburse the actual charges of the testing firm paid by the Contractor.

- D. Contractor shall submit data and samples sufficiently early to permit consideration, approval, manufacture, and delivery of materials before they are necessary for incorporation in the work. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against the Owner or the Engineer.
- E. The materials and equipment used in the Work shall correspond to the approved samples or other data.

1.03 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When Contract Documents require that installation of the Work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five copies to the Engineer. One complete set of the installation instructions shall be available for use on the job site during and through completion of the Work.
- B. Handle, install, connect, clean, condition and adjust products as required by the manufacturer's instructions and in conformity with specified requirements.
 - 1. Should the specified requirements conflict with the manufacturer's instructions, the manufacturer's instructions shall have priority unless changes are authorized in writing by the manufacturer.
 - 2. Should job conditions conflict with the manufacturer's instructions, consult with the manufacturer for clarification.
 - 3. Clarifications of installation instructions shall be issued only by the manufacturer, shall be in writing, and shall be distributed to all parties involved in the installation as stated above and prior to alteration of the installation procedures.
 - 4. Do not proceed with the Work without clear instructions concerning the specific installation procedures.
- C. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the manufacturer.

1.04 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of Products as required by the currently approved construction schedule coordinating each delivery to avoid conflict with other work and conditions at the site.
 - 1. Deliver Products in a undamaged condition, in the manufacturer's original containers or packaging and with identifying labels intact and legible.
 - 2. Prior to accepting delivery, inspect shipments to assure compliance with approved submittal, and that the Products have been properly protected and are undamaged.
- B. Provide equipment and personnel to handle Products preventing soiling or damage to the Products or their protective packaging.

1.05 STORAGE AND PROTECTION

- A. Store Products in accord with manufacturer's instruction, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weathertight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
 - 3. Store fabricated products above the ground, on blocking or skids, prevent spoiling, staining or corrosion. Cover products which are subject to deterioration with impervious sheet coverings and provide adequate ventilation to avoid condensation.
 - 4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- B. All materials and equipment to be incorporated in the Work shall be handled and stored in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and other injury, theft or damage.
- C. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All miscellaneous steel, structural steel and reinforcing steel shall be stored off the ground, kept free of accumulations of dirt and grease, and in areas free of standing water to minimize rusting. Precast concrete sections shall be handled and stored in a manner to prevent staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce staining, breaking, chipping, cracking, and spalling.
- D. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended, including aesthetics, shall be promptly removed from the site of the work.
- E. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections and exercise or rotate moving parts of stored products as required by the

manufacturer to assure that products are maintained under specified conditions and free from damage or deterioration.

- F. Provide substantial coverings as necessary to protect installed products from damage caused by traffic and subsequent construction operations. Remove the protective covering when no longer needed.
- G. The Contractor shall be responsible for all material, equipment, and supplies sold and delivered to the Owner under this Contract until final inspection of the Work and acceptance thereof by the Owner. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance they shall be replaced by the Contractor.
- H. Should the Contractor fail to take proper action to properly store and handle equipment supplied under this Contract, the Owner retains the right to notify the Contractor in writing of the deficiencies, to correct all deficiencies and deduct the cost associated with these corrections from the contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administration, clerical, engineering and any other costs associated with making the necessary corrections.

1.06 SUBSTITUTIONS AND PRODUCT OPTIONS

A. Products List:

Within fifteen (15) days after the Notice to Proceed, submit to the Engineer complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor.

B. Contractor's Options:

- 1. For Products specified only by reference standard, select any product meeting that standard.
- 2. For Products specified by naming one or more Products or manufacturers and "or equal", Contractor must submit a request as for substitutions for any Product or manufacturer not specifically named.

C. Substitutions:

- 1. For a period of thirty (30) days after the Effective Date of the Agreement, the Engineer will consider written requests from Contractor for substitution of Products.

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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 $\Delta E < 1.5$
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, **July 23**, 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 and Concert Street from 17th Avenue to 16th 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:

June 24, 2020

July 1, 2020



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Wiley Quinn, Code Enforcement Division Manager

Date: Tuesday, July 7, 2020

Re: Ratification of Release of Lien against ACC Tax Sale Properties, LLC, Grantor, for the property located at 413 S. 11th Avenue, PPIN No. 17135, to City of Hattiesburg, Beneficiary, recorded in Book 1332 at Page 725-726 in the office of the Chancery Clerk of Forrest County as a result of code enforcement clean up action.
File Number: 2020-434
Minute Book #

Summary

Ratification of Release-Code Enforcement Assessment Lien 413 S. 11th Avenue, PPIN No. 17135

Recommendation Statement

I recommend the release of lien for the property located at 413 S. 11 Avenue, PPIN No. 17135.

Please place this on the July 7, 2020 City Council meeting for consideration.

CITY OF HATTIESBURG
TAX DEPARTMENT
P.O. DRAWER 1898
HATTIESBURG, MS 39403-1898

No. 76298
6/29/20

300.00

RECEIVED FROM SUE GALLASPY
THREE HUNDRED AND 00/100 ***** Dollars
Check - Number 5917 300.00

ACCOUNT OF CLEAN UP ON PPIN #17135 @ 413 S. 11TH
AVE

001000.2234

FOR CREDIT OF: T/001 General Fund

Bel young



DEED

Bk:1340 Page:733-734
RCD: 06/30/2020 @10:00:35:AM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	February 26, 2020
BOOK:	1332
PAGE:	725-726
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$300.00
NAME:	ACC Tax Sales Properties, LLC

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

Legal Description:

Receipt #15351 Parcel # 2-029M-09-112.00 PPIN# 17135 LT 19 BLK 25
HATTIESBURG HEIGHTS PROPER SURVEY 629/425 2/15/90
B 820 P 750 7-20-99 PREV #H0328-25-019 STR 09-04N-13W

IN WITNESS WHEREOF, this instrument is executed on this the 30th day of

June, 2020.

CITY OF HATTIESBURG

BY: 

TOBY BARKER, MAYOR

ATTEST:



KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 30th day of June, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.



Hazel Young
NOTARY PUBLIC

MY COMMISSION EXPIRES:



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, July 7, 2020

Re: Acknowledge receipt of three fully executed street easements from Hardy Street Baptist Church, each granting an easement over, across and upon a portion of a parcel of property identified as Forrest County Tax Parcel No. 2-029M-09-454.00 PPIN 16805, Parcel No. 2-029M-09-455.000 PPIN 16814, Parcel No. 2-029M-09-518.000 PPIN 16815, Parcel No. 2-029M-09-459.00 PPIN 16821, and Parcel No. 2-029M-09-458.00 PPIN 16822 for the construction and maintenance of street facilities, including but not limited to, the Hardy Street and Concart Street Drainage and Sidewalk Improvements project.
File Number: 2020-414
Minute Book #

Summary

Acknowledge receipt of three fully executed street easements from Hardy Street Baptist Church, each granting an easement over, across and upon a portion of a parcel of property identified as Forrest County Tax Parcel No. 2-029M-09-454.00 PPIN 16805, Parcel No. 2-029M-09-455.000 PPIN 16814, Parcel No. 2-029M-09-518.000 PPIN 16815, Parcel No. 2-029M-09-459.00 PPIN 16821, and Parcel No. 2-029M-09-458.00 PPIN 16822 for the construction and maintenance of street facilities, including but not limited to, the Hardy Street and Concart Street Drainage and Sidewalk Improvements project.

Recommendation Statement

I recommend approval of this item.

Please place this on the July 7, 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:**Hardy Street Baptist Church1508 Hardy StreetHattiesburg, Mississippi 39401Phone No.: (601)Business No.: (601) 544-1794**STREET EASEMENT****INDEXING INSTRUCTIONS:**

**A part of Lots 1, 2, 3, 4, and 5, Block 6 of
Hattiesburg Heights Proper Survey Subdivision,
City of Hattiesburg, Forrest County, Mississippi**

Tax Parcel Nos.: 2-029M-09-455.000 PPIN 16814
2-029M-09-518.000 PPIN 16815
Forrest County

STATE OF MISSISSIPPI
COUNTY OF FORREST

STREET 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, the **HARDY STREET BAPTIST CHURCH**, does hereby grant and convey unto the City of Hattiesburg, Mississippi, a municipal corporation, an easement over, across and upon a parcel of real property, for the construction and maintenance of street facilities over and across the following described real property located in the city of Hattiesburg, Forrest County, Mississippi.

Part of Lots 1, 2, 3, 4, and 5, Block 6 of Hattiesburg Heights Proper Survey Subdivision, 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 a found chiseled "X" at the Northwest corner of Lot 6 of Block 6 of said Hattiesburg Heights Proper Survey, City of Hattiesburg, Mississippi; thence run and along the southern right-of-way boundary of Hardy Street South 89 degrees 56 minutes 58 seconds East for a distance of 109.15 feet to a set 1/2" iron rebar for the Point of Beginning; thence run and along the southern right-of-way boundary of Hardy Street South 89 degrees 56 minutes 58 seconds East for a distance of 211.30 feet to a set 1/2" iron rebar at the Northeast corner of Lot 1 of Block 6 of said Hattiesburg Heights Proper Subdivision; thence run South 00 degrees 19 minutes 06 seconds West on and along the western right-of-way boundary of South 16th Avenue for a distance of 16.12 feet to a set 1/2" iron rebar; thence run North 90 degrees 00 minute 00 seconds West leaving the right-of-way boundary for a distance of 211.37 feet to a set 1/2" iron rebar; thence run North 00 degrees 33 minutes 03 seconds East for a distance of 16.30 feet back to the Point of Beginning. Said parcel contains 0.08 acres (3425.72 square feet) more or less.

We fully understand that we have the right to receive just compensation for the use of 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 the 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.

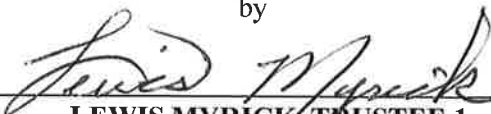
The Grantee herein is given the right to do whatever may be necessary or proper for the enjoyment of the rights herein granted, including the right of ingress and egress and the right to clear said right-of-way so selected of such shrubs, trees and other vegetation as may be necessary.

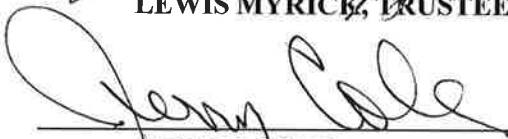
Tax Parcel Nos.: 2-029M-09-455.000 PPIN 16814
2-029M-09-518.000 PPIN 16815
Forrest County

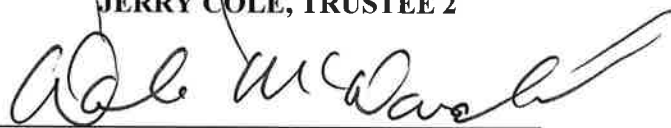
WITNESS OUR SIGNATURES on this the 10th day of June, A.D., 2020.

HARDY STREET BAPTIST CHURCH

by


LEWIS MYRICK, TRUSTEE 1


JERRY COLE, TRUSTEE 2


DALE MCDONALD, TRUSTEE 3

STATE OF MISSISSIPPI
COUNTY OF Forrest

10th Personally appeared before me, the undersigned authority in and for the said county and state, on this day of June 2020, within my jurisdiction, the within named, **LEWIS MYRICK, JERRY COLE, and DALE MCDONALD**, who acknowledged that they are **TRUSTEES** of the **HARDY STREET BAPTIST CHURCH** and that in said representative capacity they executed the above and foregoing instrument, after first having been duly authorized so to do.


Notary Public

My commission expires:



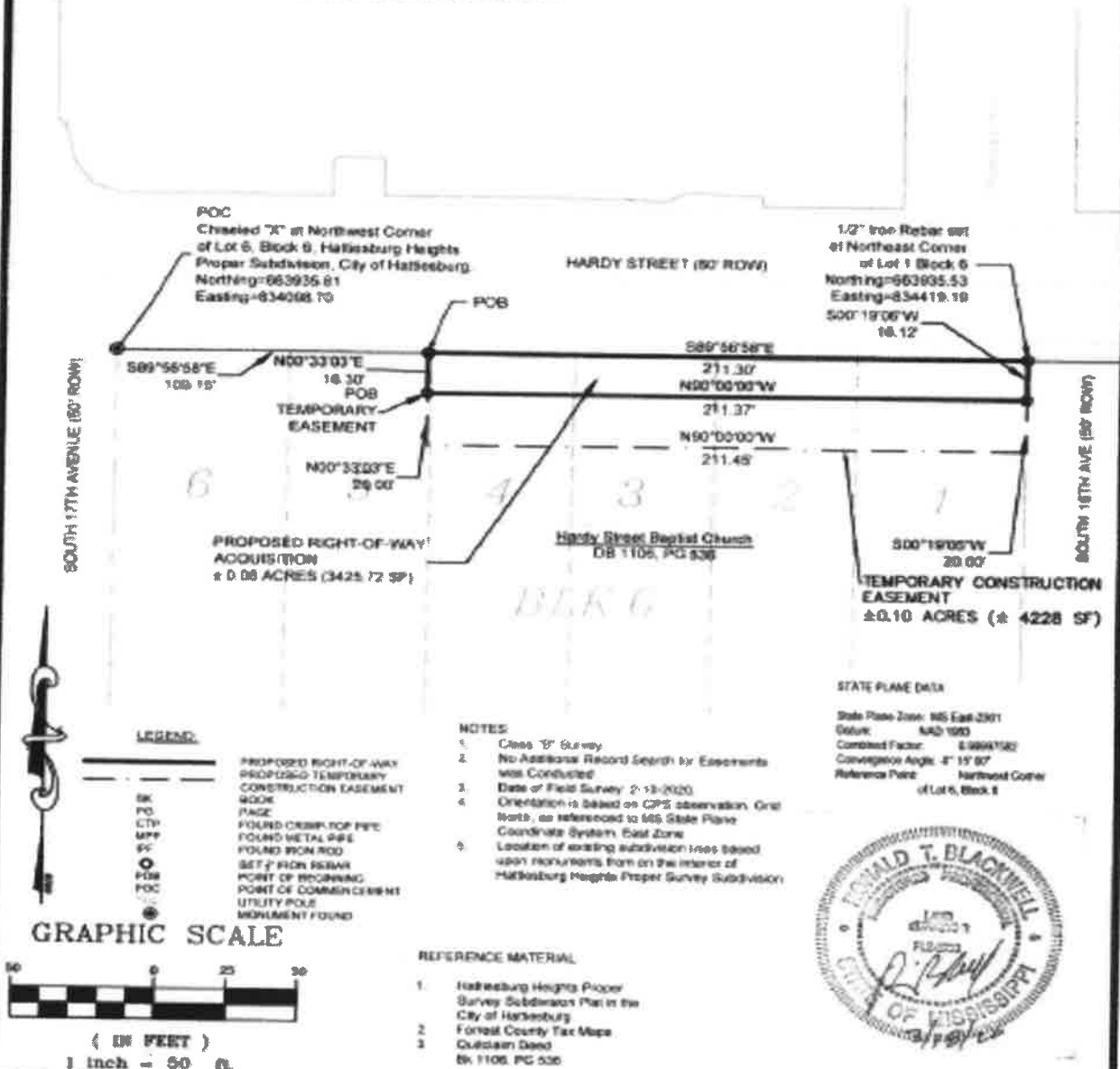
Hardy Street Baptist Church - 7-0-00 Ac.

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

Part of Lots 1, 2, 3, 4, and 5, Block 6 of Hattiesburg Heights Proper Survey, Subdivision, City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of the County Clerk of Forrest County, Mississippi, being more particularly described as follows:
Commencing at a found chiseled "X" at the Northwest Corner of Lot 6 of Block 6 of Said Hattiesburg Heights Proper Survey, City of Hattiesburg, Mississippi, thence run and along the Southern right-of-way boundary of Hardy Street South 89 degrees 56 minutes 58 seconds East for a distance of 109.15 feet to a set 1/2" Iron Rebar for the Point of Beginning, thence run and along the Southern right-of-way boundary of Hardy Street South 89 degrees 56 minutes 58 seconds East for a distance of 211.30 feet to a set 1/2" Iron Rebar at the Northeast Corner of Lot 1 of Block 6 of Said Hattiesburg Heights Proper Subdivision, thence run South 00 degrees 33 minutes 03 seconds West on and along the Western right-of-way boundary of South 16th Avenue for a distance of 16.30 feet to a set 1/2" Iron Rebar, thence run North 90 degrees 00 minutes 00 seconds West leaving the right-of-way boundary for a distance of 211.37 feet to a set 1/2" Iron Rebar, thence run North 00 degrees 33 minutes 03 seconds East for a distance of 16.30 feet back to the Point of Beginning. Said parcel contains 0.08 Acres (3425.72 Square Feet) more or less.

LEGAL DESCRIPTION (TEMPORARY CONSTRUCTION EASEMENT)

Part of Lots 1, 2, 3, 4, and 5 Block 6 of Hattiesburg Heights Proper Survey Subdivision, City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of the County Clerk of Forrest County, Mississippi, being more particularly described as follows:
Commencing at a found chiseled "X" at the Northwest Corner of Lot 6 of Block 6 of Said Hattiesburg Heights Proper Survey, City of Hattiesburg, Mississippi, thence run and along the Southern right-of-way boundary of Hardy Street South 89 degrees 56 minutes 58 seconds East for a distance of 109.15 feet to a point, thence run South 00 degrees 33 minutes 03 seconds West for a distance of 16.30 feet to and for the Point of Beginning, thence run North 90 degrees 00 minutes 00 seconds East for a distance of 211.37 feet to the East right-of-way of 16th Avenue, thence run South 00 degrees 33 minutes 03 seconds West along said right-of-way for a distance of 20.00 feet to a point, thence leaving said right-of-way run North 90 degrees 00 minutes 00 seconds west for a distance of 211.45 feet to a point, thence run North 00 degrees 33 minutes 03 seconds East for a distance of 20.00 feet back to the point of beginning. Said Easement contains 0.10 Acres, 4228 Square Feet more or less.



Clearpoint
CONSULTING ENGINEERS, P.A.
6652 US Highway 90 | Hattiesburg, MS 39402
t: 601.261.2609 | f: 601.261.5573 | clearpoint@clearpoint.com



PREPARED FOR:
Right-of-Way Survey
Hardy Street Baptist Church
PPIN: 16814

CCE NO.: 76242050
SCALE: 1" = 50'
DATE: 9/17/2020
CHECKED-RTB
DRAWN: WCB
SHEET 1 OF 1

Grantee, prepared by and return to:City of HattiesburgDepartment of EngineeringPost Office Box 1898Hattiesburg, Mississippi 39403-1898Phone: (601) 545-4540Account No.:**Grantor's Address:**Hardy Street Baptist Church1508 Hardy StreetHattiesburg, Mississippi 39401Phone No.: (601)Business No.: (601) 544-1794**STREET EASEMENT****INDEXING INSTRUCTIONS:**

**A part of Lot 16 and a vacated alley, Block 6 of
Hattiesburg Heights Proper Survey Subdivision, City
of Hattiesburg, Forrest County, Mississippi**

Tax Parcel Nos.: 2-029M-09-459.00 PPIN 16821
2-029M-09-458.00 PPIN 16822
Forrest County

STATE OF MISSISSIPPI
COUNTY OF FORREST

STREET 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, the **HARDY STREET BAPTIST CHURCH**, does hereby grant and convey unto the City of Hattiesburg, Mississippi, a municipal corporation, an easement over, across and upon a parcel of real property, for the construction and maintenance of street facilities over and across the following described real property located in the city of Hattiesburg, Forrest County, Mississippi.

Part of Lot 16 and a vacated alley, Block 6 of Hattiesburg Heights Proper Survey Subdivision, 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 a found metal pipe at the Southeast corner of Lot 15 of Block 6 of said Hattiesburg Heights Proper Survey Subdivision, City of Hattiesburg, Mississippi; thence run South 89 degrees 56 minutes 18 seconds East on and along the northern right-of-way for a distance of 18.39 feet to a set 1/2" iron rebar to and for the Point of Beginning; thence leaving said southern right-of-way, run North 00 degrees 44 minutes 22 seconds East for a distance of 5.85 feet to a set 1/2" iron rebar; thence run North 90 degrees 00 minutes 00 seconds East for a distance of 151.24 feet to a set 1/2" iron rebar on the western right-of-way of 16th Avenue; thence run South 00 degrees 19 minutes 06 seconds West and along said right-of-way for a distance of 6.02 feet to a set 1/2" iron rebar at the Southeast corner of Lot 16 Block 6; thence run on and along the northern right-of-way of Concart Street North 89 degrees 56 minutes 18 seconds West for a distance of 151.28 feet back to the Point of Beginning. Said parcel contains 0.02 acres (897 square feet) more or less.

We fully understand that we have the right to receive just compensation for the use of 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 the 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.

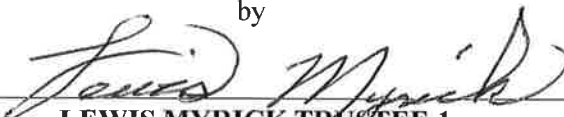
The Grantee herein is given the right to do whatever may be necessary or proper for the enjoyment of the rights herein granted, including the right of ingress and egress and the right to clear said right-of-way so selected of such shrubs, trees and other vegetation as may be necessary.

Tax Parcel Nos.: 2-029M-09-459.00 PPIN 16821
2-029M-09-458.00 PPIN 16822
Forrest County

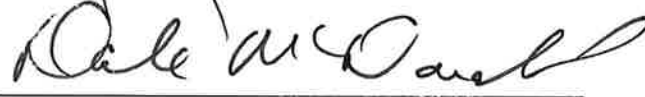
WITNESS OUR SIGNATURES on this the 10th day of June, A.D., 2020.

HARDY STREET BAPTIST CHURCH

by


LEWIS MYRICK, TRUSTEE 1


JERRY COLE, TRUSTEE 2


DALE MCDONALD, TRUSTEE 3

STATE OF MISSISSIPPI
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10th day of June 2020, within my jurisdiction, the within named, **LEWIS MYRICK, JERRY COLE and DALE MCDONALD**, who acknowledged that they are **TRUSTEES** of the **HARDY STREET BAPTIST CHURCH** and that in said representative capacity they executed the above and foregoing instrument, after first having been duly authorized so to do.


Notary Public

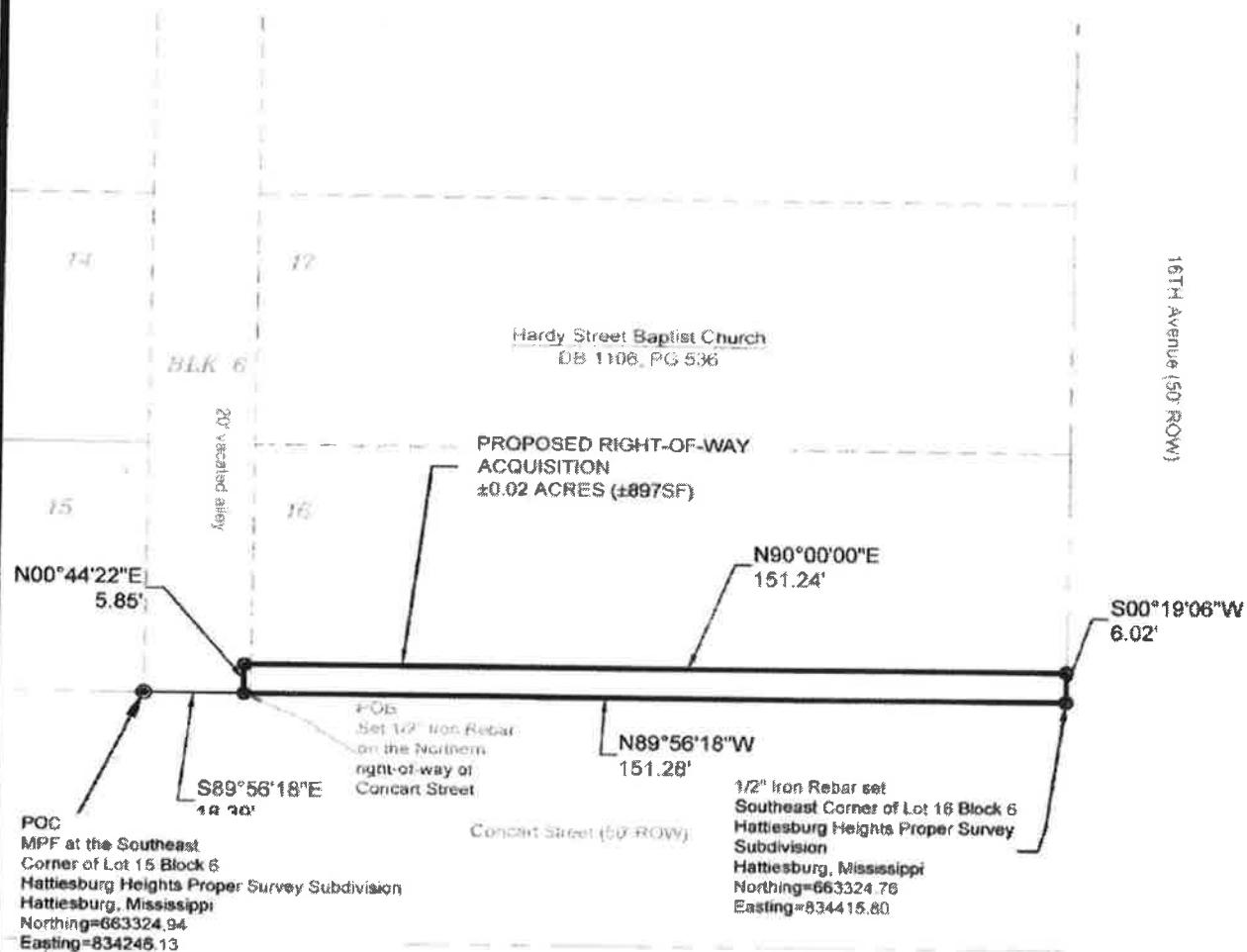
My commission expires:



Hardy Street Baptist Church - +/-0.02 Ac.

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

Part of Lot 16 and a Vacated Alley, Block 6 of Hattiesburg Heights Proper Survey Subdivision, 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 a found Metal Pipe at the Southeast Corner of Lot 15 of Block 6 of Said Hattiesburg Heights Proper Survey Subdivision, City of Hattiesburg, Mississippi; thence run South 89 degrees 56 minutes 18 seconds East on and along the Northern right-of-way for a distance of 18.39 feet to a set 1/2" Iron Rebar to and for the Point of Beginning; thence leaving said southern right-of-way, run North 00 degrees 44 minutes 22 seconds East for a distance of 5.85 feet to a set 1/2" Iron Rebar; thence run North 90 degrees 00 minutes 00 seconds East for a distance of 151.24 feet to a set 1/2" Iron Rebar on the Western right-of-way of 16th Avenue; thence run South 00 degrees 19 minutes 06 seconds West and along said right-of-way for a distance of 6.02 feet to a set 1/2" Iron Rebar at the Southeast Corner of Lot 16 Block 6; thence run on and along the Northern right-of-way of Concord Street North 89 degrees 56 minutes 18 seconds West for a distance of 151.28 feet back to the Point of Beginning. Said parcel contains 0.02 Acres (897 Square Feet) more or less.



LEGEND:

BK
PG
CTP
MPF
IPF
O
POB
POC
M

PROPOSED RIGHT-OF-WAY
BOOK
PAGE
FOUND CRIMP TOP PIPE
FOUND METAL PIPE
FOUND IRON ROD
SET 1/2" IRON REBAR
POINT OF BEGINNING
POINT OF COMMENCEMENT
UTILITY POLE
MONUMENT FOUND

NOTES:

1. Class "B" Survey.
2. No Additional Record Search for Easements was Conducted.
3. Date of Field Survey: 7-31-19
4. Orientation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone
5. Location of existing subdivision lines based upon monuments from on the interior of Hattiesburg Heights Proper Survey Subdivision.

REFERENCE MATERIAL:

1. Hattiesburg Heights Proper Survey Subdivision Plat in the City of Hattiesburg
2. Forrest County Tax Maps
3. Quitclaim Deed
Bk 1106, PG 536

STATE PLANE DATA

State Plane Zone: MS East-2301
Datum: NAD 1983
Combined Factor: 0.999977577
Convergence Angle: -0° 14' 55.06"
Reference Point: Southeast Corner of Lot 15, Block 6



GRAPHIC SCALE



(IN FEET)

1 inch = 30 ft.

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

Hardy Street Baptist Church
PPIN: 16821

CCE NO.: 76242036

SCALE: 1" = 30'

DATE: 3/17/2020

CHECKED: RTB

DRAWN: WCB

SHEET 1 OF 1

Grantee, prepared by and return to:City of HattiesburgDepartment of EngineeringPost Office Box 1898Hattiesburg, Mississippi 39403-1898Phone: (601) 545-4540Account No.:**Grantor's Address:**Hardy Street Baptist Church1508 Hardy StreetHattiesburg, Mississippi 39401Phone No.: (601)Business No.: (601) 544-1794**STREET EASEMENT****INDEXING INSTRUCTIONS:**

**A part of Lot 5, Block 5 of Hattiesburg Heights
Proper Survey Subdivision, City of Hattiesburg,
Forrest County, Mississippi**

STATE OF MISSISSIPPI
COUNTY OF FORREST

STREET 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, the **HARDY STREET BAPTIST CHURCH**, does hereby grant and convey unto the City of Hattiesburg, Mississippi, a municipal corporation, an easement over, across and upon a parcel of real property, for the construction and maintenance of street facilities over and across the following described real property located in the city of Hattiesburg, Forrest County, Mississippi.

Part of Lot 5, Block 5 of Hattiesburg Heights Proper Survey Subdivision, 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:

Beginning at a set 1/2" iron rebar at the Northwest corner of Lot 5 of Block 5 of said Hattiesburg Heights Proper Subdivision, City of Hattiesburg, Mississippi; thence run and along the southern right-of-way boundary of Hardy Street South 89 degrees 56 minutes 58 seconds East for a distance of 10.50 feet; thence leaving said right-of-way run South 00 degrees 19 minutes 06 seconds West for a distance of 15.87 feet to a set 1/2" iron rebar; thence run North 89 degrees 40 minutes 54 seconds West for a distance of 10.50 feet to a set 1/2" iron rebar on the eastern right-of-way boundary of South 16th Avenue; thence run along said right-of-way North 00 degrees 19 minutes 06 seconds East along the right-of-way boundary for a distance of 15.82 feet back to the Point of Beginning. Said parcel contains 0.004 acres (166 square feet) more or less.

We fully understand that we have the right to receive just compensation for the use of 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 the 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 or proper 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.

Tax Parcel No.: 2-029M-09-454.00 PPIN 16805
Forrest County

WITNESS OUR SIGNATURES on this the 10th day of June, A.D., 2020.

HARDY STREET BAPTIST CHURCH

by

Lewis Myrick
LEWIS MYRICK, TRUSTEE 1

Jerry Cole
JERRY COLE, TRUSTEE 2

Dale McDonald
DALE MCDONALD, TRUSTEE 3

STATE OF MISSISSIPPI
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10th day of June 2020, within my jurisdiction, the within named, **LEWIS MYRICK, JERRY COLE and DALE MCDONALD**, who acknowledged that they are **TRUSTEES** of the **HARDY STREET BAPTIST CHURCH** and that in said representative capacity they executed the above and foregoing instrument, after first having been duly authorized so to do.

Diane Meece
Notary Public

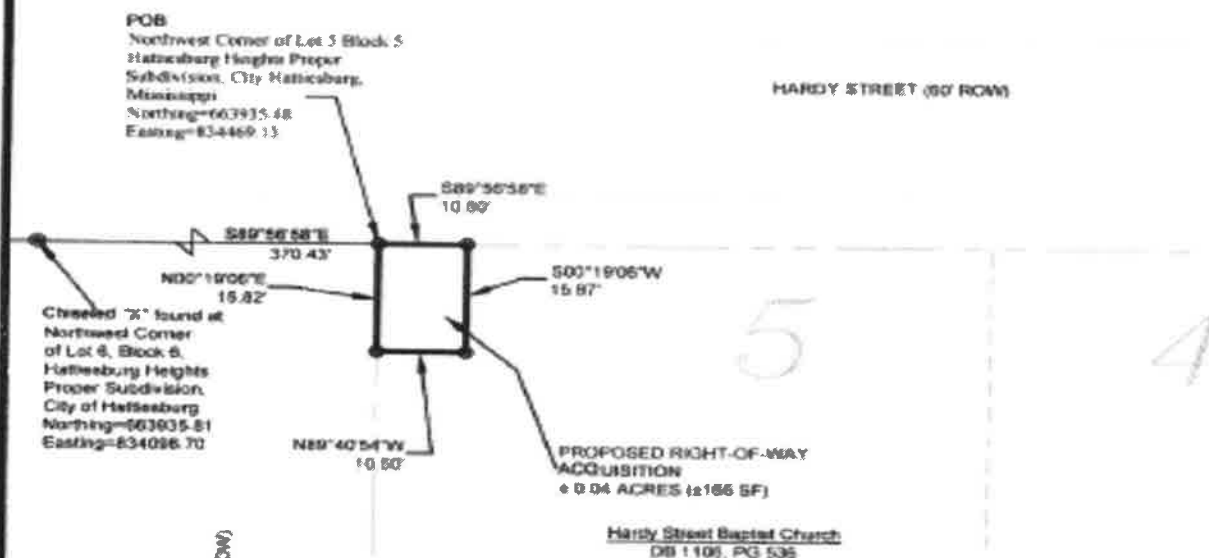
My commission expires:



Hardy Street Baptist Church - +/- 0.04 AC

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

Part of Lot 5, Block 5 of Hattiesburg Heights Proper Survey Subdivision, City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of the Clerk of Forrest County, Mississippi, being more particularly described as follows:
Beginning at a set 1/2" Iron Rebar at the Northwest Corner of Lot 5 of Block 5 of said Hattiesburg Heights Proper Subdivision, City of Hattiesburg, Mississippi, thence run and along the Southern right-of-way boundary of Hardy Street South 89 degrees 56 minutes 58 seconds East for a distance of 30.50 feet, thence leaving said right-of-way run South 00 degrees 19 minutes 06 seconds West for a distance of 15.82 feet to a set 1/2" Iron Rebar, thence run North 89 degrees 40 minutes 54 seconds West for a distance of 10.50 feet to a set 1/2" Iron Rebar on the Eastern right-of-way boundary of South 16th Avenue, thence run along said right-of-way North 00 degrees 19 minutes 06 seconds East along the right-of-way boundary for a distance of 15.82 feet back to the Point of Beginning. Said parcel contains 0.004 Acres (166 Square Feet) more or less.



LEGEND

- SR
- POB
- CTP
- MP
- OF
- POB
- POB
- POB

PROPOSED RIGHT-OF-WAY
BOOK
PAGE
FOUND CRIMP TOP PIPE
FOUND METAL PIPE
FOUND IRON ROD
SET 2" IRON REBAR
POINT OF BEGINNING
UTILITY POLE
MONUMENT FOUND

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

NOTES

1. Class "B" Survey
2. No Additional Record Search for Easements was Conducted
3. Date of Field Survey: 2-10-2020
4. Orientation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone
5. Location of existing subdivision lines based upon monuments found on the interior of Hattiesburg Heights Proper Survey Subdivision.

REFERENCE MATERIAL

1. Hattiesburg Heights Proper Survey Subdivision Plat in the City of Hattiesburg
2. Forrest County Tax Maps
3. Quicken Dead Book, 1100, PG 636

STATE PLANS DATA

State Plane Zone: MS East-ZONE
Datum: NAD 1983
Continent Datum: 0.00001902
Convergence Angle: 47' 10" 00"
Reference Point: Northwest Corner of Lot 5, Block 5



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

Hardy Street Baptist Church
PPIN: 16805

CCE NO: 76242060

SCALE: 1" = 20'

DATE: 3/17/2020

CHECKED: RTB

DRAWN: WCB

SHEET 1 OF 1



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, July 7, 2020

Re: Acknowledge receipt of the Fiscal Year 2021 budget for Pine Belt Regional Solid Waste Management Authority.

File Number: 2020-403
Minute Book #

Summary

Acknowledge receipt of the Fiscal Year 2021 budget for Pine Belt Regional Solid Waste Management Authority.

Recommendation Statement

I recommend acknowledging the 2021 budget of Pine Belt Regional Solid Waste Management Authority.

Please place this on the July 7, 2020 City Council meeting for consideration.

PINE BELT SOLID WASTE AUTHORITY

Budget

JULY 1, 2020 - JUNE 30, 2021

Operating Fund
Waste Tire Fund
Construction Fund
Debt Service Fund
Closure & Post Closure Fund
Rubbish Fund

NOTE:

Finance Committee : May 27, 2020

Board Approved : June 10, 2020

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY
ALL FUNDS
FY 2021

Account		FY 2021 BUDGET	OPERATIONS FUND	WASTE TIRE FUND	CONSTRUCTION FUND	DEBT SERVICE FUND	CLOSURE FUND	RUBBISH FUND
	Revenues, Transfers & Beginning Cash							
	Beginning Cash	\$ 10,860,089	\$ 962,806	\$ 192,825	\$ 5,423,835	\$ 26,601	\$ 4,101,492	\$ 152,531
	Transfers:							
	From Operating Fund To:							
	Debt Service Fund	776,902				776,902		
	Closure Fund	151,098					151,098	
	Bond Const. Fund	0						
	Construction	0				0		
	Revenues:							
45030	Waste Tire Grant	30,000		30,000				
44390	Grant Administration Fee	26,000		26,000				
45010	Disposal Fees - Members	1,896,041	1,896,041					
45015	Disposal Fees - Non Members	4,090,251	4,090,251					
47110	Other Income	100	100					
43372	Interest Income - Operating Fund	15,500	15,500					
43373	Interest Income - Construction Fund	94,000			94,000			
43375	Interest Income - Closure Fund	30,000					30,000	
43376	Interest Income - Rubbish Fund	2,500						2,500
43374	Interest Income - Debt Service Fund	2,500				2,500		
	Interest Income - Waste Tire Fund	2,500		2,500				
	Total Funds Available	\$ 17,977,481	\$ 6,964,698	\$ 251,325	\$ 5,517,835	\$ 806,002	\$ 4,282,590	\$ 155,031

Account		FY 2021 BUDGET	OPERATIONS FUND	WASTE TIRE FUND	CONSTRUCTION FUND	DEBT SERVICE FUND	CLOSURE FUND	RUBBISH FUND
Administrative Expenses								
60010	Salaries & Wages	\$131,500	131,500					
60110	Retirement	22,881	22,881					
60120	FICA Matching	10,500	10,500					
60140	Health Insurance	9,500	9,500					
60420	Travel	2,000	2,000					
60450	Comm Per Diem	5,000	5,000					
60455	Comm Travel	3,500	3,500					
61020	Employee Training	2,200	2,200					
61110	Postage	1,000	1,000					
61121	Telephone	4,500	4,500					
61310	Advertising / Public Notices	500	500					
61530	Repairs - General	35,000	30,000	5,000				
61540	Repairs - Vehicle	1,000	1,000					
61550	Repairs - Office Equip	500	500					
61551	Maint - Copier	500	500					
61552	Maint - Software	2,400	2,400					
61590	Repairs - Misc Equipment	500	500					
61620	Engineering	30,000	30,000					
61612	Engineering Air Reporting Compliance	12,000	12,000					
61624	Accounting	16,750	16,750					
61626	Paying Agent Fee - Bonds	0	0					
61627	Trustee Fees	1,500	1,500					
61630	Legal	15,000	15,000					
61644	Other Professional	5,000	5,000					
61690	Other Fees & Services	1,000	1,000					
61705	Insurance - Property & General Liability	23,000	23,000					
61711	Insurance - Auto	2,500	2,500					
61713	Insurance - Public Off Liability	6,000	6,000					
61714	Insurance - Public Off Bonds	3,000	3,000					
61715	Insurance - Workman's Comp	1,000	1,000					
61718	Bank Service Charges	900	900					
617719	Bank Financial BXS-C/PC	6,000		0				
61720	Membership Fees	1,000	1,000				6,000	
61721	Subscriptions	1,500	1,500					
61730	Misc Contractual Service	500	500					
62110	Printing	1,000	1,000					
62130	Office Supplies	2,500	2,500					
62140	Paper Supplies	0	0					
62150	Office Equipment & Computers	2,500	2,500					
62210	Fuel - Gasoline	3,000	3,000					
62590	Other Supplies & Materials	1,500	1,500					
Total Administrative Expenses		\$ 370,131	\$ 359,131	\$ 5,000	\$ -	\$ -	\$ 6,000	\$ -

Account	Classification	FY 2021 BUDGET	OPERATIONS FUND	WASTE TIRE FUND	CONSTRUCTION FUND	DEBT SERVICE FUND	CLOSURE FUND	RUBBISH FUND
Operating Expenses 61240 Leachate Treatment & Testing 61241 Leachate Disposal 61241 Leachate - Haul 61242 Leachate - Testing 61245 Tire Disposal 61520 Repairs - Bldgs 61560 Repairs - Scales 61670 Laboratory & Testing Fees 61675 Host Fee - Members 61675 Host Fee - Non Members 61685 State Disposal Fee 61689 Annual Air Permit Fee(State) 61687 Closure (Transfer) 61697 Post Closure (Transfer) 61698 Rubbish & Tire Disposal 61699 Contracted Operation - Landfill 61702 Contracted Operation - Trans / Haul 61703 Fuel Adjustment - Landfill Fuel Adjustment - Trans / Haul								
		5,090	5,090					
		18,450	18,450					
		8,271	8,271					
		30,000		30,000				
		20,000	20,000					
		15,000	15,000					
		20,000	20,000					
		54,161	54,161					
		157,700	157,700					
Total Operating Expenses		159,051	159,051					
		3,000	3,000					
		0						
		0	6,000					
		2,185,361	2,185,361					
CAPITAL OUTLAY		1,410,192	1,410,192					
		0	0					
		0	0					
		89,500			89,500			
		100,000			100,000			
Total Capital Outlays		\$ 189,500	\$ -	\$ -	\$ 189,500	\$ -	\$ -	\$ -
Total Expenditures		\$ 4,651,906	\$ 4,421,406	\$ 35,000	\$ 189,500	\$ -	\$ 6,000	\$ -

Account	Classification	FY 2021 BUDGET	OPERATIONS FUND	WASTE TIRE FUND	CONSTRUCTION FUND	DEBT SERVICE FUND	CLOSURE FUND	RUBBISH FUND
Transfers From Operating Fund To:								
10111	Closure Fund	\$ 135,193	\$ 135,193					
10111	Post Closure Fund	15,905	15,905					
10115	Habitat Fund	-	-					
10120	Debt Service Fund	776,902	776,902					
10124	Construction Fund	-	-					
Debt Service Requirements:								
26500	Principal							
26500	Interest	01-01-21	\$ 53,451	53,451				
			\$ 53,451					
26500	Principal	07-01-21	\$ 670,000					
26500	Interest	07-01-21	53,451					
			\$ 723,451					
			723,451					
Total Transfers		\$ 1,704,901	\$ 928,000	\$ -	\$ -	\$ 776,902	\$ -	\$ -
Total Expenditures and Transfers		6,356,807	5,349,406	35,000	189,500	776,902	6,000	-
Ending Cash Balance		\$ 11,620,674	\$ 1,615,293	\$ 216,325	\$ 5,328,335	\$ 29,101	\$ 4,276,590	\$ 155,031

Account	Non Cash Expenses	FY 2021 BUDGET	OPERATIONS FUND	WASTE TIRE FUND	CONSTRUCTION FUND	DEBT SERVICE FUND	CLOSURE FUND	RUBBISH FUND
62594	Amortization	\$ -	\$ -					
62595	Depreciation	286,418	286,418	-				
62595	Depreciation Cell # 2 @ / Ton	-						
62595	Depreciation Cell 5 @ / Ton	462,838	462,838					
		2.91						
Total Non Cash Expenses		\$ 749,257	\$ 749,257	\$ -	\$ -	\$ -	\$ -	\$ -

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

Post Office Box 389

Petal, MS 39465

(601) 545-6676

Fax (601) 545-6665

FISCAL YEAR 2021
EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2021

Municipal Solid Waste:

Gate Rate:	\$30.50/Ton
Authority Members	\$37.75/Ton
Greene County	\$28.75/Ton
Stone County (7/1/20 - 12/31/)	\$28.38/Ton
Stone County (1/1/21 - 6/30/21)	\$28.37/Ton

Asbestos Containing Material - Non-Friable:	\$36.75/Ton
Asbestos Containing Material - Friable	\$24.75/CY**
Asbestos Containing Materials w/ CD - Non-Friable	\$44.00/Ton
Contaminated Soils:	\$33.00/Ton
Contaminated Soil Disposed in Drums:	\$88.00/Drum
Spec/Sludge	\$36.75/Ton
Industrial Processed Materials:	\$34.00/Ton
Industrial Processed Material Disposed in Drums:	\$88.00/Drum
Solidification	\$120.00/Ton
Solidification in Drums	\$130.00/Drum

Sanitary Landfill Rubbish:

Gate Rate:	\$16.00/CY**
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Laurel Transfer Station:

Gate Rate:	\$46.85/Ton
Authority Members:	\$37.75/Ton

Hattiesburg Transfer Station:

Gate Rate:	\$45.25/Ton
Authority Members:	\$37.75/Ton

Covington County Transfer Station:

Gate Rate:	\$56.50/Ton
Authority Members:	\$37.75/Ton

**** Cubic Yard is charged by the size of the container regardless of volume in container.**

Ex. 40 yard container x \$16.00 = \$640.00

*****LOADS COMMINGLED WITH RUBBISH WILL BE CHARGED AT \$16.00/cy**



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, July 7, 2020

Re: Acknowledge receipt of a Drainage Easement for a portion of Lamar County Tax Parcel No. 051L-11-029.000 PPIN 28280.
File Number: 2020-409
Minute Book #

Summary

Acknowledge receipt of a Drainage Easement for a portion of Lamar County Tax Parcel No. 051L-11-029.000 PPIN 28280.

Recommendation Statement

I recommend approval of this item.

Please place this on the July 7, 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:**Susan Roberts108 Creekside ManorHattiesburg, Mississippi 39402Phone:Account No.:

DRAINAGE EASEMENT**INDEXING INSTRUCTIONS:**

**Part of the Lot 17 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-11-029.000
PPIN: 28280
108 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, **SUSAN ROBERTS**, does 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 17 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 17 for 10.00 feet to the West line of a platted 10-foot wide drainage easement, thence run N 00° 50' 21" E along the West line of said 10-foot wide drainage easement for 5.00 feet to the North line of a platted 10-foot wide drainage easement for the Point of Beginning, thence run N 89° 09' 39" W along the North line of said 10-foot wide drainage easement for 23.35 feet, thence run N 14° 46' 50" W for 18.65 feet, thence run N 00° 50' 21" E for 14.28 feet, thence run N 25° 45' 37" E for 25.09 feet to the North line of said Lot 17, thence run S 89° 09' 39" E along the North line of said Lot 17 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 0.03 acres.

I fully understand that I have the right to receive just compensation for the real property herein described based on an appraisal of said property. I hereby waive my right to just compensation and donate the use of real property herein described to the City of Hattiesburg. I further understand that I have the right to request that a fair market value appraisal of the property be made and I 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.

Parcel ID: 051L-11-029.000
PPIN: 28280, Lamar County
108 Creekside Manor

WITNESS MY SIGNATURE on this the 9th day of June, A.D., 2020.

Susan Roberts
Signature

6/9/20
Date

STATE OF MISSISSIPPI

COUNTY OF Forrest
CITY OF Hattiesburg

This day there came and appeared before me, **SUSAN ROBERTS**, the undersigned authority in and for County and State, the within named who acknowledged before me that she signed, executed and delivered the above and foregoing easement on the day and year therein mentioned as her own free and voluntary act and deed.

Given under my hand and official seal of this office on this the 9th day of June, A.D., 2020.

Kathleen M. Hartfield
NOTARY PUBLIC

My commission expires 6/18/23.



CREEKSIDE MANOR

LOT 16

OWNER: SUSAN ROBERTS
PARCEL PIN: 28280
LOT 17

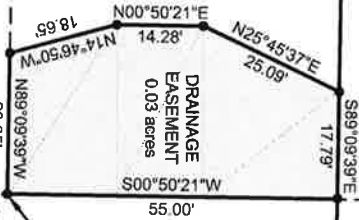
LOT 18

10' WIDE DRAINAGE EASEMENT

N89°09'39"W
10.00'

10' WIDE DRAINAGE EASEMENT

10' WIDE DRAINAGE EASEMENT



POINT-OF-BEGINNING

N00°50'21"E
5.00'

COMMENCEMENT POINT:
SOUTHEAST CORNER OF LOT 17 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: 6-10-2020



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Sylvester London, Division Manager

cc:

Date: Tuesday, July 7, 2020

Re: Acknowledge receipt of the two quote docket as provided for in 31-7-13(b) of the Mississippi Code of 1972
File Number: 2020-417
Minute Book #

Summary

Acknowledge receipt of the two quote docket as provided for in 31-7-13(b) of the Mississippi Code of 1972

Recommendation Statement

Attached is the unadvertised bid docket for the period of March 30, 2020 through June 25, 2020, covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review, approval, and acknowledgement on the minutes of the City Council. Should there be any questions, please feel free to contact my office.

Please place this on the July 7, 2020 City Council meeting for consideration.

BILL TO:

CITY OF HATTIESBURG

ACCOUNTING DEPT

PO BOX 1898

HATTIESBURG, MS 39403-1898

FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG

PURCHASE ORDER

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page

Date

PO No.

Req No.

1

06/12/20

199929

2963

VENDOR MAILING:

MUNICO CORP

dba TRAFFIC SAFETY WAREHOUSE

PO BOX 1125

DEERFIELD IL 60015-1125

BIVINS, REDONDA

MINUTE BOOK # PENDING

VENDOR # 00111008

(601) 5454626

SHIP TO :

CITY OF HATTIESBURG

TRAFFIC

125 WALNUT ST

HATTIESBURG MS 39401

PROJECT LINE: SPEED HUMPS

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001191.5540	RUBBER SPEED HUMP	72.00	EA	35.0000	2,520.00
	MIDDLE PIECE 35"WX24"LX2.25"H				
001191.5540	RUBBER SPEED HUMP	6.00	EA	35.0000	210.00
	FEMALE END CAP 35"WX17.5" LX2.25"H				
001191.5540	RUBBER SPEED HUMP	6.00	EA	35.0000	210.00
	MALE END CAP 35"WX17.5LX2.25"H				
001191.5540	REBAR SPIKES FOR	492.00	EA	3.2500	1,599.00
	SPEED BUMPS/PARKING STOPS SINGLE PIECE-14" SPIKE & WASHER				

PROCESSING CODE:

SEND METHOD 1

(847)9661205

TOTAL CONTRACT AMOUNT NOT TO EXCEED

4,539.00

SUBMIT SEPARATE INVOICES FOR

EACH ORDER. PREPAY SHIPPING

CHARGES IF ANY AND ADD TO INVOICE.

FOR CORRECTIONS TO VENDOR

ADDRESS ABOVE, CONTACT ACCOUNTING

(601) 545-4686.

KERMAS EATON

CITY CLERK

TRAFFIC SAFETY WAREHOUSE
P.O. Box 1125
Deerfield, IL 60015
Toll Free (877) 966-1018
Local (847) 966-1018
Fax (847) 966-1205
www.trafficafetywarehouse.com

Quotation # 76961A

Quotation Date 06/12/20

Page 1

Bill To

City Of Hattiesburg
P O Box 1898 - Acct Dept
Hattiesburg, MS 39403

Ship To
City Of Hattiesburg - Traffic
125 Walnut St
Hattiesburg, MS 39401

Customer No.

69369

Sales I.D.

/MM

P.O. #

Source

01/

Terms

QUOTATION, EXP 06/30/20

Phone Number

(601) 545-4627

Pkg

0

Ship Via

LTL

Qty

6

B/O

Ship

Item #

Description

Amount

492

6

72

XASPHALT

ECM

SH

ECM

SH

ECF

SH

Rubber Speed Hump
Female End Cap 35" W x 17.5" L x 2.25" H
Rubber Speed Hump
Male End Cap 35" W x 17.5" L x 2.25" H
Rubber Speed Hump
Male End Cap 35" W x 17.5" L x 2.25" H
Rubber Speed Hump
Male End Cap 35" W x 17.5" L x 2.25" H
Rebar Spikes for Speed Bumps/Parking Stops
Single Piece - 14" Spike & Washer

3.2500

35.0000

35.0000

35.0000

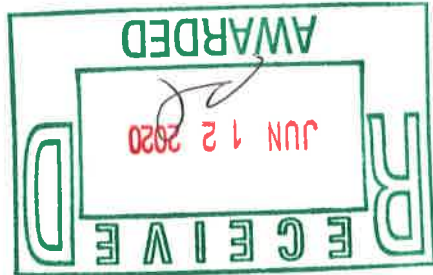
1699.00

210.00

2520.00

210.00

MERCHANDISE QUOTATION TOTAL \$ 4539.00
QUOTATION TOTAL \$ 4539.00



[Handwritten signature]

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 6/09/20
Order Number 2963 00TRANSAGE INC
1625 SPECTRUM DR STE 100
LAWRENCEVILLE GA 30043-57Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number 601 5454512

PRINTED NAME Lisa Brown
SIGNATURE  DATE 6.11.2020

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: SPEED HUMPS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
RUBBER SPEED HUMP MIDDLE PIECE 35"W X 24"L X 2.25"H	06/09/20	72.00	EA	84.00	6048.00		
RUBBER SPEED HUMP FEMALE END CAP 35"W X 17.5" L X 2.25"H	06/09/20	6.00	EA	62.00	372.00	3 weeks from order date	
RUBBER SPEED HUMP MALE END CAP 35"W X 17.5L X 2.25"H	06/09/20	6.00	EA	62.00	372.00	Quoted	
REBAR SPIKES FOR SPEED BUMPS/PARKING STRIPS-SINGLE PIECE-14" SPIKE & WASHER	06/09/20	492.00	EA	5.09	2504.28	TH 7/1/2020	
* Alternate 6" lag screw shield							
TOTAL BID PRICE					9296.28		

BILL TO: CITY OF HATTIESBURG
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page
Date
06/17/20

PO No.
200034

Req No.
2964

VENDOR MAILING:
SPARTAN TOOL LLC
25382 NETWORK PLACE
CHICAGO IL 60673-1255

WAGGONER, ROBIN
MINUTE BOOK # PENDING
VENDOR # 00113343

(601) 5454630

SHIP TO:
CITY OF HATTIESBURG
WATER PLANT #2
900 JAMES STREET
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: SEWER PUSH CAMERA

Account #

009677.5460

SEWER PUSH CAMERA
SPECIFICATIONS:
-200' CABLE
-TRI FREQUENCY SONDE
-RECORDING & DIGITAL OP
-USB MEMORY STICK
-1YR WARRANTY

SELF LEVELING CAMERA
BATTERY POWERED CONTROL UNIT W/VIEW
ACCESSORIES CASE
TOOLING
DELIVERY WITHIN 30 DAYS

QTY 1.00

EA 7,233.0000

UNIT COST 7,233.00

TOTAL COST

SEND METHOD 1 (888)8762371

UM UNIT COST

UNIT COST

TOTAL COST

7,233.00

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

KERMAE EATON
CITY CLERK

7,233.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

7,233.00

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMSPARTAN ION, LLC
2555 N. WILSON PLACE
CHICAGO IL 60673-1255Page No. 1
Date 6/15/20
Order Number 2964 OQMail To . . . CITY OF HATTIESBURG
PURCHASING DIVISION
200 W. FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Shelly Brown
SIGNATURE Shelly Brown DATE 6/16/2020

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: SEWER PUSH CAMERA

Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
06/15/20	1.00	EA	7233.00	7233.00	6/23/20	6/23/20
ITEM DESCRIPTION SEWER PUSH CAMERA SPECIFICATIONS: -200' CABLE -TRI FREQUENCY SONDE -RECORDING & DIGITAL OP -USB MEMORY STICK -1YR WARRANTY -SELF LEVELING CAMERA -BATTERY POWERED CONTROL UNIT W/VIEW -ACCESSORIES CASE -TOOLING -DELIVERY WITHIN 30 DAYS						

TOTAL BID PRICE \$ 7233.00



[Handwritten signature]

6/17/20

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 6/15/20
Order Number : : 2964 OQSANSOM EQUIPMENT CO
PO BOX 360041
BIRMINGHAM AL 35236Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME

SIGNATURE John Schwartz DATE 6-16-20

PROJECT LINE: SEWER PUSH CAMERA

Shipping terms are F.O.B. destination, freight prepaid

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
SEWER PUSH CAMERA SPECIFICATIONS: -200' CABLE -121 FREQUENCY SONDE -RECORDING & DIGITAL OP -USB MEMORY STICK -1YR WARRANTY -SELF LEVELING CAMERA -BATTERY POWERED CONTROL UNIT W/VIEW -ACCESSORIES CASE -TOOLING -DELIVERY WITHIN 30 DAYS	06/15/20	1.00	EA	9328.72	9328.72	within 30 Days June 16 2020	

TOTAL BID PRICE 9328.72

BILL TO: CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

WAGGONER ROBIN
MINUTE BOOK #
VENDOR # 00113343

SHIP TO:
CITY OF HATTIESBURG
WATER PLANT #2
900 JAMES STREET
HATTIESBURG MS 39401

Page Date 06/18/20

PO No. 200083

Req No. 2965

VENDOR MAILING:
SPARTAN TOOL LLC
25582 NETWORK PLACE
CHICAGO IL 60673-1255

PROJECT LINE: TWO NEW PUSH CAMERAS

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
-----------	-------------	-----	----	-----------	------------

009672.7399

NEW PUSH CAMERA
SPECIFICATIONS FOR TWO NEW PUSH CAMERAS:

- 200' CABLE
- ACCESSORY CASE
- USB MEMORY STICK
- TOOLING
- 1YR WARRANTY
- SELF LEVELING
- TRI FREQUENCY SONDE
- BATTERY POWERED CONTROL UNIT W/VIEWING
- RECORDING & DIGITAL OUTPUT
- DELIVERY WITHIN 30 DAYS

2.00 EA 7,258.0000 14,516.00

PROCESSING CODE:

SEND METHOD 1 (888)8762371

TOTAL CONTRACT AMOUNT NOT TO EXCEED

14,516.00

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE CONTACT ACCOUNTING
(601) 545-4686.

KERMAE EATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 6/18/20
Order Number 2965 00SPARTAN TOOL, LLC
25552 NEWPORT PLACE
CHICAGO IL 60673-1255Mail To . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Shelly BrownSIGNATURE Shelly Brown DATE 6/18/2020

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TWO NEW PUSH CAMERAS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
NEW PUSH CAMERA	06/18/20	2.00	EA	7258.00	\$14516.00	6/24/2020	6/24/2020

SPECIFICATIONS FOR TWO NEW PUSH CAMERAS:

- 200' CABLE
- ACCESSORY CASE
- USB MEMORY STICK
- TOOLING
- 1YR WARRANTY
- SELF LEVELING SONDE
- TRI FREQUENCY
- BATTERY POWERED CONTROL UNIT W/VIEWING
- RECORDING & DIGITAL OUTPUT
- DELIVERY WITHIN 30 DAYS

TOTAL BID PRICE \$14516.00

*Shelly Brown*

6/18/20

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 6/15/20
Order Number 2964 OQSANSOM EQUIPMENT CO
PO BOX 360041
BIRMINGHAM AL 35236Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME

John Schwartz

Phone Number . . 601 5454512

SIGNATURE

DATE 6-18-2020

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: SEWER PUSH CAMERA

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
SEWER PUSH CAMERA SPECIFICATIONS: -200' CABLE -TRI FREQUENCY SONDE -RECORDING & DIGITAL OP -USB MEMORY STICK -1YR WARRANTY -SELF LEVELING CAMERA -BATTERY POWERED CONTROL UNIT W/VIEW -ACCESSORIES CASE -TOOLING -DELIVERY WITHIN 30 DAYS	06/15/20	1.00	EA	9000	18000	within 30 days	6-18-2021

TOTAL BID PRICE 18,000

SUCCESSFUL BID/ OTHER BID	BID RECEIVED	BID AWARDED	BID AMOUNT	PURCHASE ORDER	ITEM DESCRIPTION
TRAFFIC SAFETY WAREHOUSE TRANSafe INC	06/12/20 06/11/20	06/12/20 06/12/20	4,539.00 9,296.28	199929	SPEED HUMPS
SPARTAN TOOL, LLC SANSOM EQUIPMENT CO	06/16/20 06/16/20	06/17/20 06/17/20	7,233.00 9,328.72	200034	SEWER PUSH CAMERA
SPARTAN TOOL, LLC SANSOM EQUIPMENT CO	06/18/20 06/18/20	06/18/20 06/18/20	14,516.00 18,000.00	200083	TWO NEW PUSH CAMERAS



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, July 7, 2020

Re: Acknowledge public comment period and publication of notice by MDOT for the draft Statewide Transportation Improvement Program (STIP) and the Hattiesburg-Petal-Forrest-Lamar MPO draft Transportation Improvement Program (TIP).
File Number: 2020-420
Minute Book #

Summary

Acknowledge public comment period and publication of notice by Mississippi Department of Transportation (MDOT) for the draft Statewide Transportation Improvement Program (STIP) and the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organizations (HPFL-MPO) draft Transportation Improvement Program (TIP).

Public comment period began June 19, 2020 and will end August 5, 2020.

Recommendation Statement

I recommend acknowledgement.

Please place this on the July 7, 2020 City Council meeting for consideration.



MDOT Seeks Public Comments for Statewide Transportation Improvement Program

The Mississippi Department of Transportation (MDOT) in coordination with the Metropolitan Planning Organizations (MPOs) is hosting a 45-day comment period to allow citizens to review and comment on its draft Statewide Transportation Improvement Program (STIP) and local Transportation Improvement Programs (TIPs). The comment period will begin June 19, 2020 and end August 5, 2020.

The STIP is available for review and comment at www.gomdot.com. The public is invited to submit comments to the MDOT by mail, phone, email, or electronic submission. Your comments, thoughts, and suggestions concerning specific transportation needs will be recorded and evaluated as part of the state planning process.

If you need assistance locating an electronic copy or making a comment, contact MDOT at (601) 359-7685 or email planning@mdot.ms.gov.

WAYS TO COMMENT:

- | | |
|--|---|
| Mail: Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS 39215
STIP Draft: www.gomdot.com | Contact: Lindsey Killebrew
Phone: (601) 359-7685
Email: planning@mdot.ms.gov |
| Mail: Memphis Urban Area MPO
125 N Main Street, Suite 450
Memphis, TN 38103
TIP Draft: www.memphismpo.org/plans/fy-2020-23-transportation-improvement-program | Contact: Pragati Srivastava
Phone: (901) 636-7190
Email: Pragati.Srivastava@memphistn.gov |
| Mail: Central MS Planning Development District
P.O. Box 4935
Jackson, MS 39296-4935
TIP Draft: www.cmpdd.org/public-notice/ | Contact: Lesley Callender
Phone: (601) 981-1511
Email: mpo@cmpdd.org |
| Mail: Hattiesburg Intermodal Facility
308 Newman Street
Hattiesburg, MS 39401
TIP Draft: www.HattiesburgMS.com/MPO | Contact: Calvin Russell
Phone: (601) 545-6259
Email: MPO@hattiesburgMS.com |
| Mail: Gulf Regional Planning Commission
1635 Popps Ferry Road, Suite G
Biloxi, MS 39532
TIP Draft: www.grpc.com | Contact: Kenneth Yarrow
Phone: (228) 864-1167
Email: kyarrow@grpc.com |



**Gulf Regional
Planning Commission**



MDOT Seeking Public Comments for Statewide Transportation Improvement Program

The Mississippi Department of Transportation (MDOT) in coordination with the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL) are hosting a 45-day comment period to allow citizens to review and comment on its Draft Statewide Transportation Improvement Program (STIP) and local Transportation Improvement Programs (TIP). The comment period will begin June 19, 2020 and end August 5, 2020.

The STIP is available for review and comment at www.gomdot.com. The public is invited to submit comments to the MDOT by mail, phone, email, or electronic submission. Your comments, thoughts, and suggestions concerning specific transportation needs will be recorded and evaluated as part of the state planning process.

If you need assistance locating an electronic copy or making a comment, contact MDOT at (601) 359-7685 or emailing planning@mdot.ms.gov.

WAYS TO COMMENT:

Mail: Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS 39215
STIP Draft: www.gomdot.com

Contact: Lindsey Killebrew
Phone: (601) 359-7685
Email: planning@mdot.ms.gov

Mail: Hattiesburg Intermodal Facility
308 Newman Street
Hattiesburg, MS 39401
TIP Draft: www.HattiesburgMS.com/MPO

Contact: Calvin Russell
Phone: (601) 545-6259
Email: MPO@hattiesburgMS.com



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, July 7, 2020

Re: Approve plans and specifications for the Hardy Street Improvements and Traffic Circle Project (Federal Aid Project No. STP-0210-00(037) LPA/108081-701000) and authorize advertisement for bidders contingent upon MDOT approval.
File Number: 2020-411
Minute Book #

Summary

Approve plans and specifications for the Hardy Street Improvements and Traffic Circle Project (Federal Aid Project No. STP-0210-00(037) LPA/108081-701000) and authorize advertisement for bidders contingent upon MDOT approval.

Recommendation Statement

I recommend approval of this item.

Please place this on the July 7, 2020 City Council meeting for consideration.

PLAN STAGE	DATE PRINTED
FIELD REVIEW	11-1-2019
OFFICE REVIEW	3-2-2020
☒ PS&E	6-23-2020
STREET READY	

HARDY STREET ROUNDABOUT PROJECT

AT 2ND AVENUE / GREEN STREET / ADELINE STREET

FEDERAL AID PROJECT NO. STP-0210-00(037)LPA / 108081-701000

CITY OF HATTIESBURG, MISSISSIPPI

BRIDGE STRUCTURES REQ'D.
(NONE)

BOX BRIDGES REQ'D.
(NONE)

EQUATIONS
(NONE)

EXCEPTIONS
(NONE)

MUNICIPAL OFFICIALS

MAYOR.....TOBY BARKER

CHIEF ADMINISTRATIVE OFFICER

ANN JONES

COUNCIL MEMBERS

- JEFFERY GEORGE.....WARD 1
- DEBORAH DELGADO.....WARD 2
- CARTER CARROLL.....WARD 3
- MARY DRYDEN.....WARD 4
- NICHOLAS BROWN.....WARD 5

DIRECTOR OF ENGINEERING

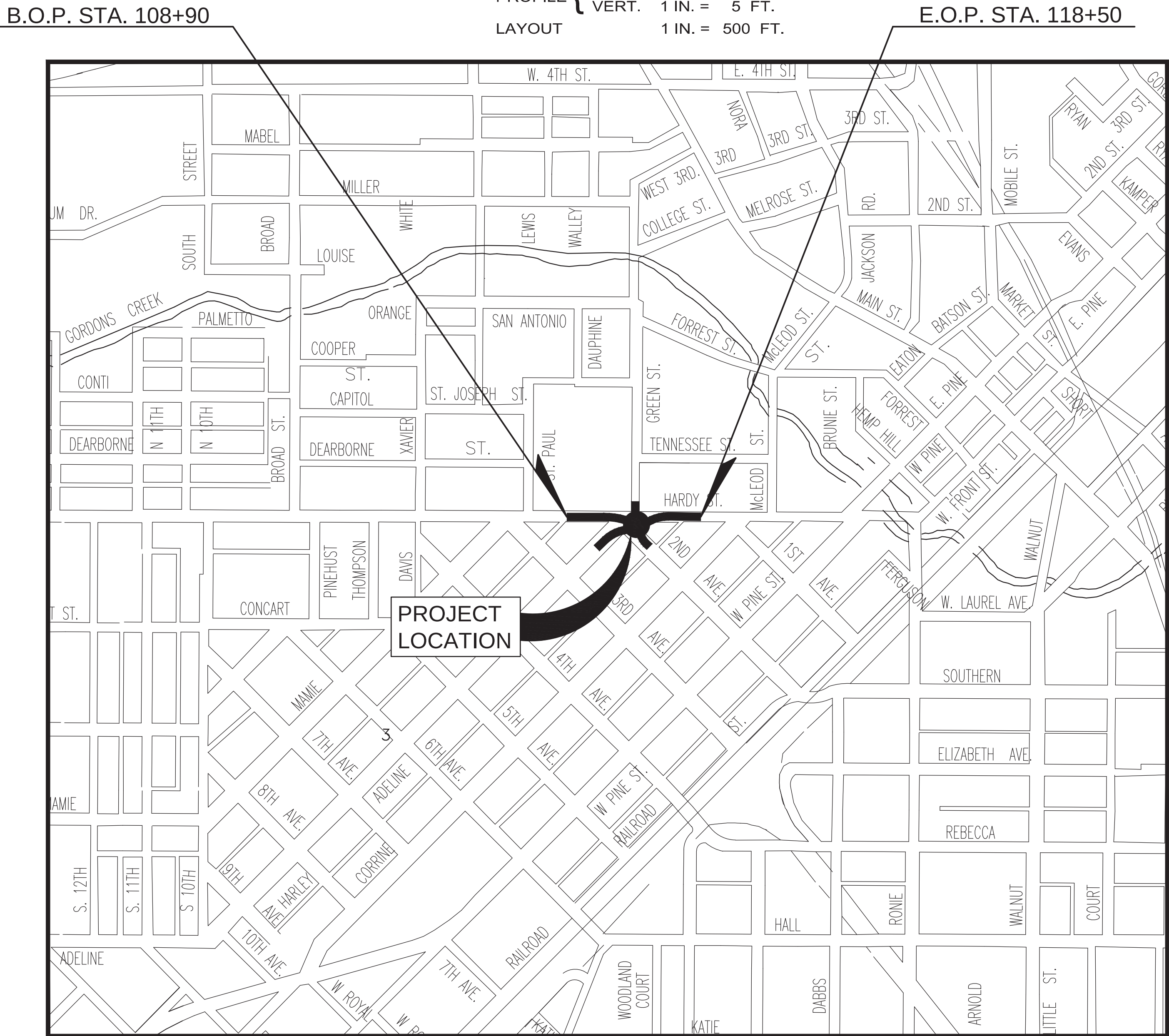
LAMAR RUTLAND, P.E.

UTILITIES

- CITY OF HATTIESBURG - WATER AND SEWER
- AT&T
- MISSISSIPPI POWER COMPANY
- COMCAST CABLE
- SPIRE ENERGY - GAS

FORREST COUNTY

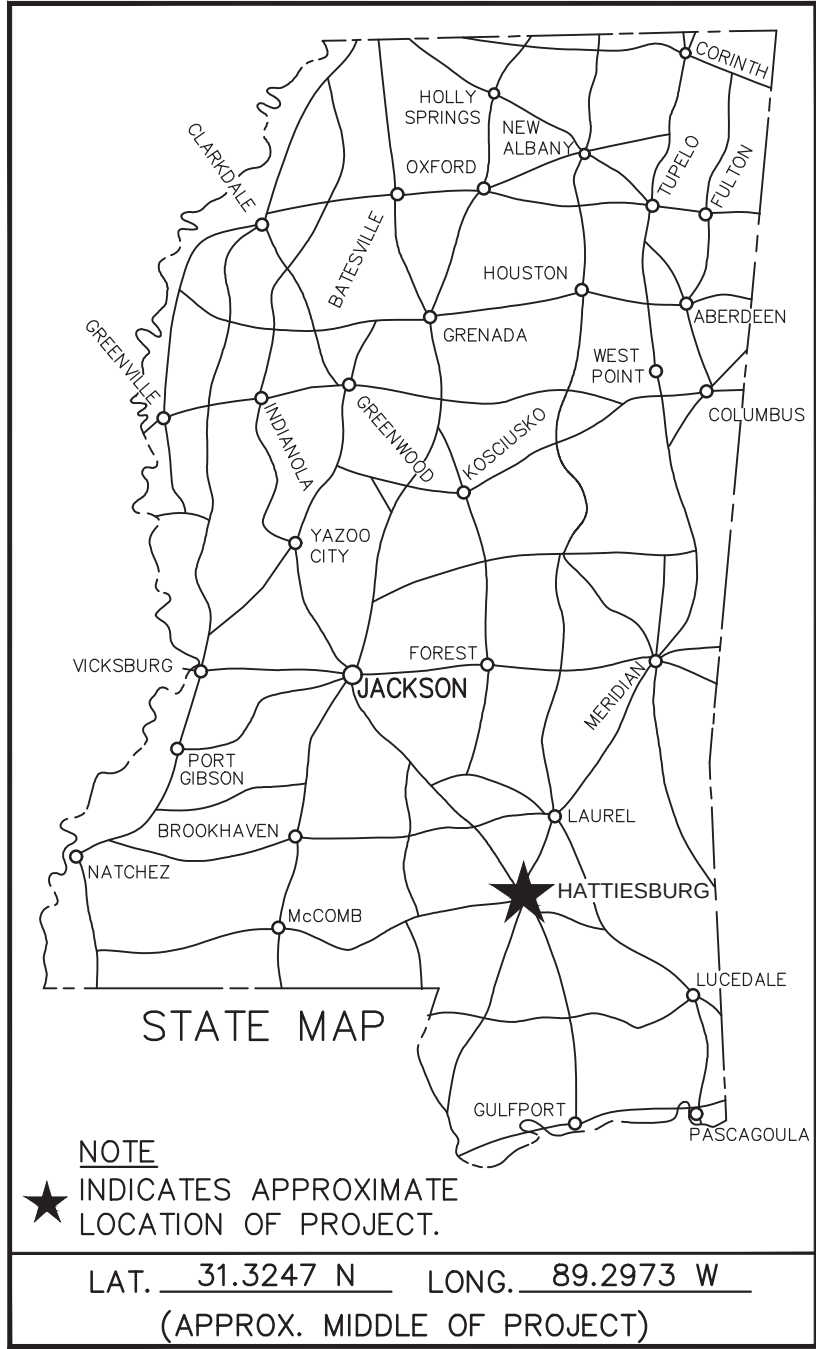
SCALES	
PLAN	1 IN. = 20 FT.
PROFILE {	HOR. 1 IN. = 20 FT.
	VERT. 1 IN. = 5 FT.
LAYOUT	1 IN. = 500 FT.



VICINITY MAP
PROJECT LOCATION

LENGTH DATA

LENGTH OF ROADWAY	960.00 FT.	0.182 MI.
LENGTH OF BRIDGES	0.00 FT.	0.000 MI.
LENGTH OF PROJECT (NET)		0.182 MI.
LENGTH OF EXCEPTIONS	0.00 FT.	0.000 MI.
LENGTH OF PROJECT (GROSS)		0.182 MI.



NOTE
★ INDICATES APPROXIMATE
LOCATION OF PROJECT.
LAT. 31.3247 N LONG. 89.2973 W
(APPROX. MIDDLE OF PROJECT)

DESIGN CONTROL	
35 MPH = V (SPEED DESIGN)	
ADT (2019) = 12000 : ADT (2039) = 13260	
DHV = 1326 : D = 50 % T = 2 %	

PERMITS		
WETLANDS AND WATERS PERMITS (NECESSARY FOR ULTIMATE IMPROVEMENTS ONLY):		
	WATERS	WETLANDS
NATIONWIDE #14	N	N
NATIONWIDE (OTHER)*	N	N
GENERAL*	N	N
INDIVIDUAL (404)*	N	N
* ACQUISITION OF PERMITS FOR TEMPORARY IMPACTS DURING CONSTRUCTION ARE THE RESPONSIBILITY OF THE CONTRACTOR		
STORMWATER PERMIT	S	
Y	REQUIRED, CNOI SUBMITTED BY LPA (DISTURBED AREA = 5 ACRES +)	
S	REQUIRED, SCNOI TO BE SUBMITTED BY CONTRACTOR (1 TO 4.99 ACRES +)	
N	NO STORMWATER PERMIT REQUIRED (<1 ACRE)	
APPROVED BY:	DATE:	

PS&E PLANS

PREPARED BY :
NEEL-SCHAFER
Solutions you can build upon



DATE : 06/24/2020

GEOFFREY P. CROSBY, P.E.
MISSISSIPPI LICENSE NO. 19984

GENERAL NOTES

1. THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION, AS AMENDED, SHALL BE THE STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF THIS PROJECT UNLESS OTHERWISE INDICATED OR AMENDED IN THE SPECIAL PROVISIONS, PROPOSAL AND CONTRACT DOCUMENTS.

2. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.

3. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER.

4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, BRIDGES, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. EXTREME CARE SHOULD BE EXERCISED IN UNDERCUT AREAS AND THE UNDERCUT DEPTH MAY BE ADJUSTED AT CROSS DRAINS, AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.

5. WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING, OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE PRICE BID FOR CONTRACT ITEMS.

6. ANY WELL POINTS, COFFERDAMS, OR OTHER ACCEPTABLE METHODS FOR DEWATERING REQUIRED TO PERMIT CONSTRUCTION OF STRUCTURES OR PIPE CULVERTS UNDER DRY CONDITIONS SHALL BE COST ABSORBED IN OTHER BID ITEMS.

7. REMOVAL OF RAISED PAVEMENT MARKERS ARE NOT CONSIDERED A SEPARATE PAY ITEM.

8. REMOVAL OF OBJECT MARKERS IS NOT CONSIDERED A SEPARATE PAY ITEM.

9. VOIDS CREATED BY THE REMOVAL OF POSTS, CONCRETE ANCHORS, FOOTINGS, ETC., SHALL BE BACKFILLED AND TAMPED IN ACCORDANCE WITH SECTION 203 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

10. ALL STORM DRAINAGE STRUCTURES SHALL BE CAST-IN-PLACE.

11. ALL PIPE JOINTS ARE TO BE WRAPPED IN 24-INCH WIDE TYPE V GEOTEXTILE FABRIC. ALL PICKUP HOLES SHALL BE PLUGGED AND COVERED WITH TYPE V GEOTEXTILE FABRIC, THE COST OF WHICH SHALL BE ABSORBED IN OTHER BID ITEMS.

12. FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.

13. THE CONTRACTOR IS TO REMOVE AND RESET ANY SIGNS WHICH CONFLICT WITH CONSTRUCTION (NOT A SEPARATE PAY ITEM).

14. THE LOCATION AND SPACING OF BOTH TEMPORARY AND PERMANENT SIGNS, SHOWN IN THE PLANS, ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.

15. ALL POST LENGTHS FOR SIGNS SHALL BE VERIFIED IN THE FIELD PRIOR TO FABRICATION.

16. THE CONTRACTOR SHALL COVER ANY TEMPORARY TRAFFIC CONTROL SIGNS SHOWN IN THE TRAFFIC CONTROL PLAN THAT DO NOT APPLY TO THE CURRENT PHASE.

17. WHERE MILLING IS REQUIRED, THE CONTRACTOR SHALL PROVIDE OUTLETS IN THE EXISTING SHOULDERS AT SUFFICIENT INTERVALS TO PREVENT POOLING OR STANDING WATER ON THE MILLED SURFACE, THE COST OF WHICH SHALL BE ABSORBED IN OTHER ITEMS BID.

21. THE EROSION CONTROL DEVICES REFERENCED IN THESE PLANS ARE A MINIMUM REQUIREMENT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT SILT DOES NOT LEAVE THE RIGHT OF WAY OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN PRIOR TO COMMENCEMENT OF WORK AND MAINTAIN THE PLAN DURING CONSTRUCTION. ANY SILT BASINS NOT SHOWN IN THE PLANS SHALL BE INCLUDED IN THE CONTRACTOR'S EROSION CONTROL PLAN PRIOR TO SUBMITTING FOR APPROVAL.

22. TEMPORARY STRIPING SHALL CONFORM TO FINISHED STRIPE SPECIFICATIONS FOR ALIGNMENT, NEATNESS, AND STRAIGHTNESS.

23. ALL ITEMS OF WORK ASSOCIATED WITH THE INSTALLATION OF A CONSTRUCTION ENTRANCE SHALL BE ABSORBED IN OTHER ITEMS OF WORK.

24. ALL SIGNS, SIGNALS, PAVEMENT MARKINGS AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

25. ALL RAISED OBJECTS SHALL BE PLACED A MINIMUM OF 2 FEET BEHIND THE FACE OF CURB.

26. CONTRACTOR SHALL MAKE THE APPLICATION FOR POWER SERVICE AND COORDINATE WITH CITY OFFICIALS IN ADVANCE OF REQUIRING THE ELECTRICAL SERVICE.

27. 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.

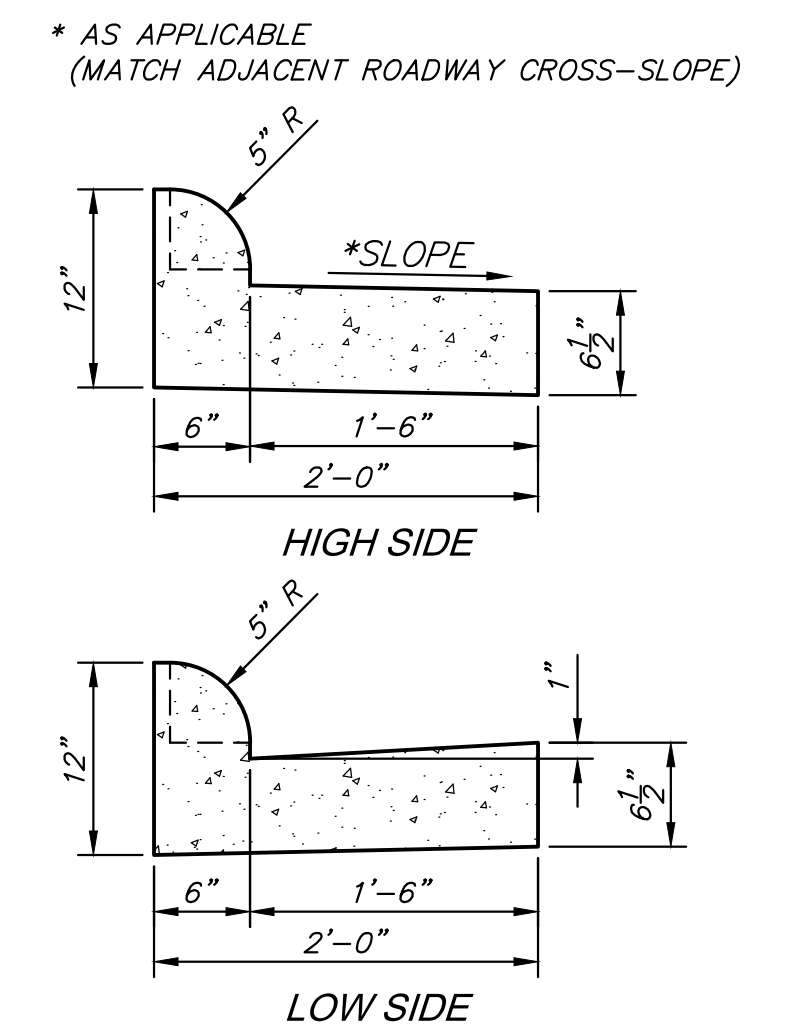
28. THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY BUSINESSES AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.

29. CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY COMPANIES FOR RELOCATION OF EXISTING POWER, TELEPHONE, AND CABLE TV UTILITIES. CONTRACTOR SHALL PROVIDE ACCESS TO THE UTILITY COMPANIES FOR RELOCATION ACTIVITIES, AS REQ'D.

30. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE VERIFICATION, PROTECTION, AND RELOCATION OF CONTROL BENCHMARKS DURING CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE MADE FOR RELOCATION OF BENCHMARKS.

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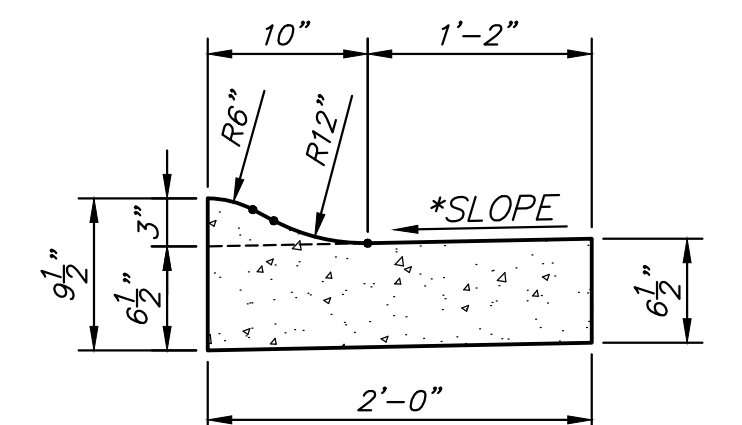
NOTICE TO DRAWING HOLDER NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION 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 ROUNDABOUT PROJECT AT 2ND AVENUE / GREEN STREET / ADELIN STREET FEDERAL AID PROJECT NO. STP-0210-00(037) LPA / 108081-701000 CITY OF HATTIESBURG - FORREST COUNTY HATTIESBURG, MISSISSIPPI		NEEL-SCHAFER Solutions you can build upon	GENERAL NOTES	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 14915.001					
					FILENAME: 14915_gn.dwg					
					SCALE: NONE					
					SURVEYED BY:					
					DSGN: GPC	DATE: 05/2020				
					DRWN: CRH	DATE: 05/2020			WORKING NUMBER:	DRAWING NUMBER:
					CHKD:	DATE:			GN-1	3
					QA/QC:	DATE:				



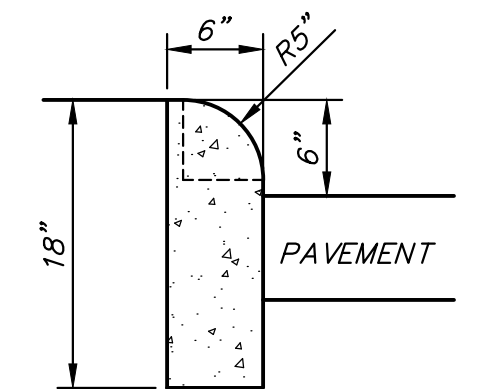
TYPE "3B" MODIFIED
DETAIL OF COMBINATION CURB & GUTTER
NOT TO SCALE

-
- AS APPLICABLE
(MATCH ADJACENT ROADWAY CROSS-SLOPE)
- Diagram illustrating a cross-section of a road with a parabolic curve. The vertical curve is defined by a 4% slope and a 16% slope. The horizontal distance is divided into two segments: 1'-1" and 1'-8". The vertical height is divided into two segments: 10 1/2' and 6 1/2'. The curve starts at a 4% slope and ends at a 16% slope. The diagram is labeled "AS APPLICABLE (MATCH ADJACENT ROADWAY CROSS-SLOPE)".

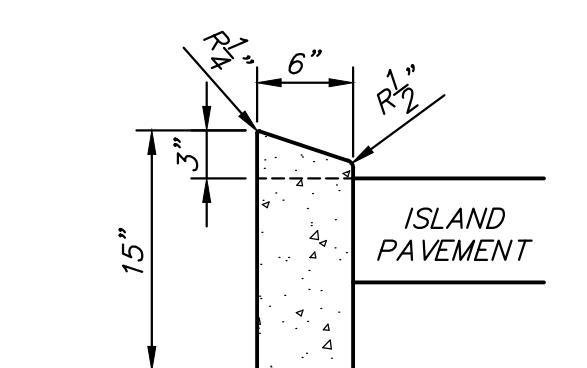
TYPE "2" MODIFIED
DETAIL OF COMBINATION CURB & GUTTER
NOT TO SCALE



*SPECIAL DESIGN
DETAIL OF CONCRETE GUTTER
NOT TO SCALE*



DETAIL OF HEADER CURB
NOT TO SCALE



*SPECIAL DESIGN
DETAIL OF HEADER
NOT TO SCALE*

NEEL-SCHAFFER
Solutions you can build upon

TYPICAL SECTIONS

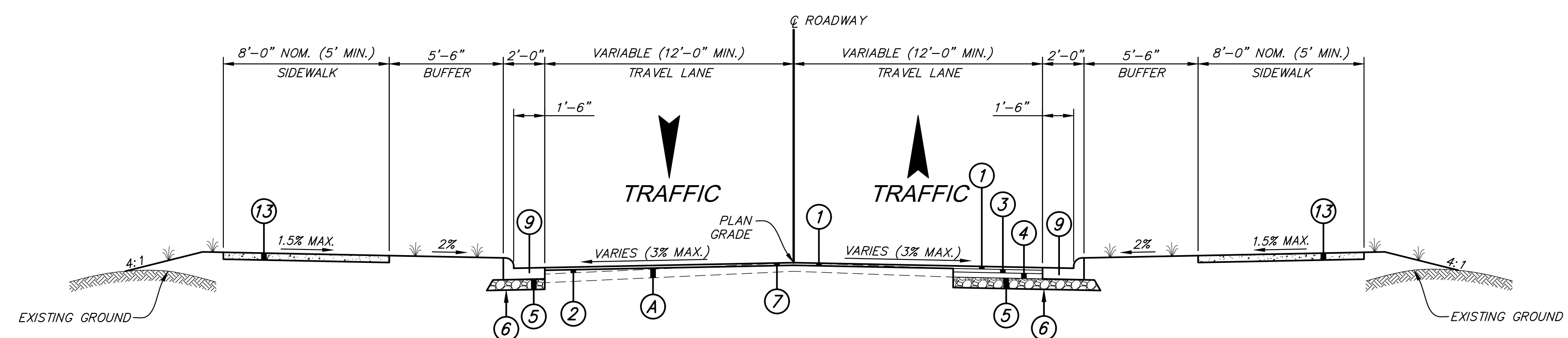
WORKING NUMBER:
TS-1

DRAWING NUMBER:
4

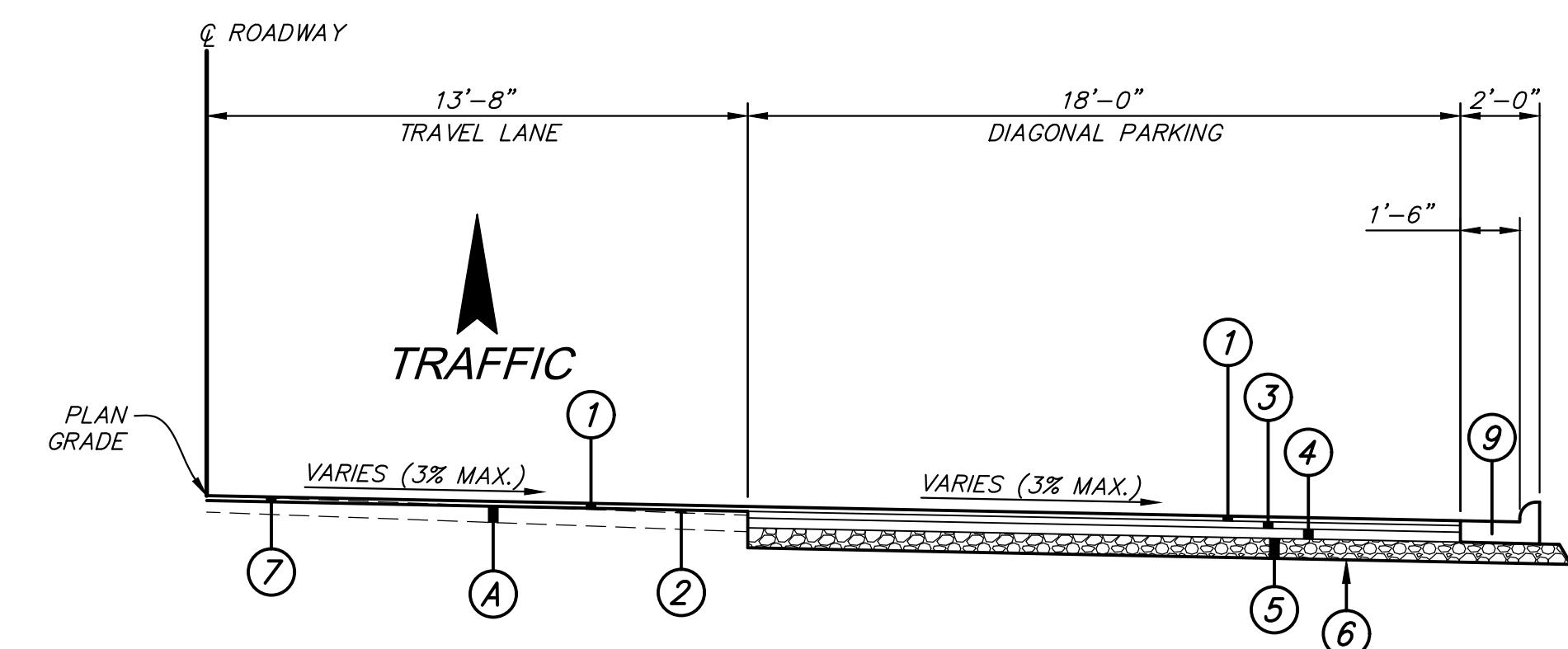


-
- The plan view shows a symmetrical cross-section of a two-lane road. From left to right, the components are:
- SIDEWALK**: 8'-0" NOM. (5' MIN.) wide.
 - BUFFER**: 5'-6" wide.
 - TRAVEL LANE**: VARIABLE (12'-0" MIN.) wide, containing a traffic arrow pointing right.
 - ROADWAY CENTERLINE**: Indicated by a vertical line labeled "C ROADWAY".
 - TRAVEL LANE**: VARIABLE (12'-0" MIN.) wide, containing a traffic arrow pointing left.
 - BUFFER**: 5'-6" wide.
 - SIDEWALK**: 8'-0" NOM. (5' MIN.) wide.
- Additional details include:
- A 1'-6" offset from the travel lane edge to the start of the sidewalk/buffer area.
 - Grading slopes: 4:1 on the outer edges and 2% on the inner buffer areas.
 - Drainage: A 1.5% MAX. slope towards the centerline and a 3% MAX. slope away from the centerline.
 - Numbered callouts: 1, 3, 4, 5, 6 point to specific locations on the roadway; 9 points to the buffer area; 13 points to the sidewalk.
 - Labels for "TRAFFIC" direction and "PLAN GRADE" are present.
 - "EXISTING GROUND" is indicated at the bottom corners.

*TYPICAL SECTION (NEW CONSTRUCTION)
ADELINE ST., 2ND AVE. AND GREEN ST.*



*TYPICAL SECTION (MILL, OVERLAY, WIDENING)
ADELINE ST., 2ND AVE. AND GREEN ST.*



PARTIAL SECTION - ADELINE STREET
DIAGONAL PARKING
(IN DIRECTION OF TRAFFIC)

REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 14915.001	
				FILENAME: 14915_typicals.dwg	
				SCALE: AS SHOWN	
				SURVEYED BY:	
				DSGN: GPC	DATE: 05/2020
				DRWN: CRH	DATE: 05/2020
				CHKD:	DATE:
				DA/OC:	DATE:

HARDY STREET ROUNDABOUT PROJECT
AT 2ND AVENUE / GREEN STREET / ADELINE STREET
FEDERAL AID PROJECT NO.
STP-0210-00(037) LPA / 108081-701000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



TYPICAL SECTIONS

WORKING NUMBER:
TS-2

DRAWING NUMBER:
5

			STATE	PROJECT NO.
			MISS	STP-0210-00(037)LPA
SUMMARY OF QUANTITIES (SHEET 1)				
PAY ITEM NO.	PAY ITEM	UNIT	FORREST : 108081-701000	
			Prelim	Final
201-A001	Clearing and Grubbing	LS	1	①
202-B004	Removal of Asphalt Driveways, All Depths	SY	304	⑤
202-B052	Removal of Concrete Driveways, All Depths	SY	518	⑤
202-B079	Removal of Concrete Retaining Wall	LF	20	
202-B080	Removal of Concrete Sidewalk	SY	582	⑤
202-B089	Removal of Curb &/or Curb and Gutter, All Types	LF	1,564	⑤
202-B090	Removal of Curb Inlet	EA	5	
202-B165	Removal of Inlets, All Sizes	EA	1	
202-B188	Removal of Pavement, All Types and Depths	SY	1,854	②
202-B191	Removal of Pipe, 8" And Above	LF	84	
203-A001	Unclassified Excavation, FM, AH	CY	250	
203-EX038	Borrow Excavation, AH, LVM, Class B7-6	CY	1,550	
203-G002	Excess Excavation, LVM, AH	CY	850	
206-A001	Structure Excavation	CY	358	
209-A005	Geotextile Stabilization, Type V, Non-Woven	SY	3,375	
211-B001	Topsoil for Slope Treatment, Contractor Furnished	CY	350	
216-A001	Solid Sodding	SY	2,690	
219-A001	Watering	KGAL	54	
220-A001	Insect Pest Control	ACRE	1	
234-A001	Temporary Silt Fence	LF	650	③
237-A002	Wattles, 20"	LF	950	③
246-B001	Rockbags	EA	100	③
907-242-PP001	Construction of Fiber Optic Junction Box, Per Plans	LS	1	
907-258-PP005	Car Stop, Per Plans	EA	5	④
	ALTERNATE CRUSHED STONE ITEMS			
304-G001	Size 3/4" and Down Crushed Stone Base, AEA	CY	565	
	OR			
304-G002	Size 610 Crushed Stone Base, AEA	CY	565	
	OR			
304-G003	Size 825B Crushed Stone Base, AEA	CY	565	
403-A002	12.5-mm, MT, Asphalt Pavement	TON	200	
403-A005	19-mm, MT, Asphalt Pavement	TON	300	
403-A014	9.5-mm, MT, Asphalt Pavement	TON	580	
403-B011	9.5-mm, MT, Asphalt Pavement, Leveling	TON	130	
406-A002	Cold Milling of Bituminous Pavement, All Depths	SY	4,300	
407-A001	Asphalt for Tack Coat	GAL	615	
601-B001	Class "B" Structural Concrete, Minor Structures	CY	14	
602-A001	Reinforcing Steel	LBS	788	
603-CE001	18" x 11" Concrete Arch Pipe, Class A III	LF	112	

① INCLUDES GRINDING AND REMOVAL OF TREE STUMPS. TREES WHICH WERE IN CONFLICT WITH CONSTRUCTION HAVE BEEN REMOVED BY THE OWNER. CONTRACTOR SHALL GRIND AND REMOVE THE STUMPS.

② INCLUDES REMOVAL OF ALL TYPES OF PAVEMENT ENCOUNTERED. THE HORIZONTAL SQUARE AREA WILL BE MEASURED ONLY ONCE FOR PAYMENT, REGARDLESS OF PAVEMENT MATERIAL TYPE ENCOUNTERED. SAWCUTS SHALL BE COST ABSORBED.

③ ESTIMATED QUANTITY. ACTUAL QUANTITY AND PLACEMENT TO BE AS DIRECTED BY THE ENGINEER.

④ SEE WKG. NO. MCD-1 FOR DETAILS.

⑤ INCLUDES SAWCUTS.

	By	CITY OF HATTIESBURG SUMMARY OF QUANTITIES	
	Revision	PROJ NO: STP-0210-00(037)LPA COUNTY: FORREST FILENAME: SQS	Working Number SQ-1
			Sheet Number 6
Date		Design Team NSI	Checked Date 5/6/20

			STATE	PROJECT NO.
			MISS	STP-0210-00(037)LPA
SUMMARY OF QUANTITIES (SHEET 2)				
PAY ITEM NO.	PAY ITEM	UNIT	FORREST : 108081-701000	
			Prelim	Final
603-CE003	22" x 13" Concrete Arch Pipe, Class A III, Flexible Plastic Gaskets	LF	176	
603-PE002	15" Corrugated Polyethylene Pipe	LF	296	
604-A001	Castings	LBS	2,713	
604-B001	Gratings	LBS	1,701	
L00077: 907-603-PP003	Preformed Polyethylene Drainage Catch Basin , 18"	EA	4	
608-B001	Concrete Sidewalk, With Reinforcement	SY	526	
907-608-D003	Stamped and Colored Concrete Sidewalk	SY	448	
609-A001	Concrete Gutter, Special Design	LF	205	
609-B002	Concrete Curb, Header	LF	1,292	
609-B005	Concrete Curb, Special Design Header	LF	190	
609-D004	Combination Concrete Curb and Gutter Type 2 Modified	LF	285	
609-D014	Combination Concrete Curb and Gutter Type 3B Modified	LF	1,776	
907-611-B001	Brick Pavers , Detectable Warning	SF	256	
L00008: 907-608-E500	Asphalt Pavement Texturing	SF	1,380	
613-D005	Adjustment of Manhole	EA	4	
613-D010	Adjustment of Water Meter	EA	5	
613-D011	Adjustment of Water Valve	EA	4	
614-B003	Concrete Driveway, With Reinforcement, 6-inch Thickness	SY	270	
616-A001	Concrete Median and/or Island Pavement, 10-inch	SY	300	
907-616-C001	Colored and Imprinted Concrete Median and Island Pavement, 10-inch Thickness	SF	1,510	
907-616-C003	Colored and Imprinted Concrete Median and Island Pavement, 4-inch Thickness	SF	415	
618-A001	Maintenance of Traffic	LS	1	
619-A1002	Temporary Traffic Stripe, Continuous White	LF	360	
619-A2002	Temporary Traffic Stripe, Continuous Yellow	LF	7,132	
619-A4001	Temporary Traffic Stripe, Skip Yellow	LF	500	
619-A5001	Temporary Traffic Stripe, Detail	LF	3,352	
619-A6001	Temporary Traffic Stripe, Legend	SF	399	
619-A6002	Temporary Traffic Stripe, Legend	LF	1,158	
619-D1001	Standard Roadside Construction Signs, Less than 10 Square Feet	SF	442	
619-D2001	Standard Roadside Construction Signs, 10 Square Feet or More	SF	125	
619-G4001	Barricades, Type III, Double Faced	LF	208	
619-G5001	Free Standing Plastic Drums	EA	72	
619-G7001	Warning Lights, Type "B"	EA	2	
619-H1001	Traffic Signals , Hardy Street at 2nd Ave, Adeline St and Green St	LS	1	
620-A001	Mobilization	LS	1	
626-D004	6" Thermoplastic Traffic Stripe, Skip Yellow	LF	500	
626-E003	6" Thermoplastic Traffic Stripe, Continuous Yellow	LF	2,111	
626-G001	Thermoplastic Detail Stripe, Blue-ADA	LF	65	
626-G002	Thermoplastic Detail Stripe, White	LF	626	

- ① USED IN SPLITTER ISLANDS, OUTSIDE TRUCK APRONS AND CENTRAL ISLAND TRUCK APRON. INCLUDES 10" THICK CONCRETE PAVEMENT, STAMPING AND COLORING. STAMP PATTERN SHALL BE AS SHOWN IN THE PLANS. COLOR SHALL BE SELECTED BY THE OWNER FROM STANDARD AVAILABLE COLORS.
- ② USED IN SPLITTER ISLANDS AND CENTRAL ISLAND. INCLUDES 4" THICK CONCRETE PAVEMENT, STAMPING AND COLORING. STAMP PATTERN SHALL BE AS SHOWN IN THE PLANS. COLOR SHALL BE SELECTED BY THE OWNER FROM STANDARD AVAILABLE COLORS.
- ③ USED IN CENTRAL ISLAND TRUCK APRON. INCLUDES SCORING AS SHOWN IN THE PLANS.
- ④ STAMP PATTERN SHALL BE AS SHOWN IN THE PLANS. COLOR SHALL BE COLONIAL RED OR AS SELECTED BY THE OWNER FROM A STANDARD AVAILABLE COLOR PALETTE SUBMITTAL.
- ⑤ PIPE SHALL BE PERFORATED WITH SOCK.
- ⑥ STAMP PATTERN SHALL BE AS SHOWN IN THE PLANS. INCLUDES CONCRETE SIDEWALK, REINFORCEMENT, STAMPING AND COLORING. COLOR SHALL BE SELECTED BY THE OWNER.
- ⑦ INCLUDES HEADS, WIRING, PHASING MODIFICATIONS, INSTALLATION AND REMOVAL OF ALL TEMPORARY TRAFFIC SIGNAL ITEMS REQUIRED TO MAINTAIN OPERATION OF THE EXISTING TRAFFIC SIGNAL THROUGHOUT ENTIRE CONSTRUCTION PROJECT AS SHOWN ON WKG. NO. TTSI-1 OF THE PLANS AND AS DIRECTED BY THE ENGINEER.

	By	CITY OF HATTIESBURG SUMMARY OF QUANTITIES	
	Revision	PROJ NO: STP-0210-00(037)LPA COUNTY: FORREST	Working Number SQ-2
Date	FILENAME: SQS Design Team NSI	Checked	Sheet Number 7 Date 5/6/20

				STATE	PROJECT NO.
				MISS	STP-0210-00(037)LPA
SUMMARY OF QUANTITIES (SHEET 3)					
PAY ITEM NO.	PAY ITEM	UNIT	FORREST : 108081-701000		
			Prelim	Final	
626-G003	Thermoplastic Detail Stripe, Yellow	LF	762		
626-H003	Thermoplastic Legend, Blue-ADA	SF	6		
626-H004	Thermoplastic Legend, White	SF	246		
626-H005	Thermoplastic Legend, White	LF	396		
627-K001	Red-Clear Reflective High Performance Raised Markers	EA	5		
627-L001	Two-Way Yellow Reflective High Performance Raised Markers	EA	52		
630-A001	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	SF	147		
630-A003	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness	SF	63		
L00009: 907-630-PP500	Decorative Sign Post, Per Plans	EA	29		
907-634-A002	Traffic Signal Equipment Pole, Type 1, 30' Shaft	EA	1		④
907-636-B056	Electric Cable, Underground in Conduit, THHN, AWG #8, 3 Conductor	LF	225		
907-637-A002	Pullbox Enclosure, Type 2	EA	2		
907-637-A004	Pullbox Enclosure, Type 4	EA	1		
907-637-C009	Traffic Signal Conduit, Underground, Rolled Pipe, 2"	LF	125		
907-637-C012	Traffic Signal Conduit, Underground, Rolled Pipe, 4"	LF	210		⑥
907-637-D002	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 2"	LF	140		
907-637-D004	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 4"	LF	120		⑥
647-A001	Removal of Existing Traffic Signal Equipment	LS	1		①
907-659-A001	Traffic Management Center Modifications	LS	1		⑦
660-A003	Equipment Cabinet, Type B	EA	1		
907-663-A001	Network Switch, Type A	EA	1		
907-672-B002	Remove and Reset ITS Equipment	EA	1		③
682-A037	Underground Branch Circuit, AWG 8, 1 Conductor	LF	220		②
682-B021	Underground Branch Circuit, Jacked or Bored, AWG 3, 3 Conductor	LF	220		②
682-D003	Underground Pull Box	EA	1		②
684-A004	Pole Foundation, 30" Diameter	CY	4		② ⑤
686-A001	Relocation of Existing Lighting Assemblies	EA	1		②
	ADD OPTION 1				
682-A039	Underground Branch Circuit, AWG 8, 3 Conductor	LF	645		
682-B037	Underground Branch Circuit, Jacked or Bored, AWG 8, 3 Conductor	LF	175		
682-E002	Underground Junction Box	EA	12		
682-F001	Secondary Power Controller	EA	1		
684-A004	Pole Foundation, 30" Diameter	CY	27		
L00016: 683-B500	Lighting Assembly, Low Mast, LED, Type 25-2-6-97	EA	12		
699-A001	Roadway Construction Stakes	LS	1		

- ① INCLUDES SIGNAL POLES, FOUNDATIONS, ARMS, HEADS, WIRING, VIDEO DETECTION CAMERAS, CONTROLLER, CABINET AND ALL OTHER INCIDENTAL TRAFFIC SIGNAL COMPONENTS. EXISTING CONDUIT SHALL BE CAPPED ABANDONED IN PLACE. ALL SALVAGEABLE ITEMS SHALL REMAIN THE PROPERTY OF THE OWNER.
- ② INCLUDED IN BASE BID FOR RELOCATION OF EXISTING LIGHTING ASSEMBLY.
- ③ INCLUDES REMOVAL AND RELOCATION OF EXISTING CCTV CAMERAS (1-PTZ, 2-FIXED), VIDEO ENCODER, FIBER OPTIC DROP CABLE, NEW POWER & COMMUNICATION CABLES FROM CABINET TO CAMERAS, AND EQUIPMENT AS SHOWN IN THE PLANS. SEE WKG. NO. ITS-1 FOR PLAN AND DETAILS.
- ④ INCLUDED IN BASE BID FOR RELOCATION OF EXISTING CCTV CAMERAS. IF ADD OPTION 1 IS INCLUDED IN THIS CONTRACT, THIS ITEM WILL BE ELIMINATED.
- ⑤ INCLUDES 2 CUBIC YARDS IN BASE BID FOR CAMERA POLE FOUNDATION. SEE WKG. NO. CCTV-1 FOR DETAILS.
- ⑥ INCLUDED FOR SLEEVES UNDER ROADWAY TO CENTRAL ISLAND FOR FUTURE UTILITIES AND SHALL INCLUDE PULL STRINGS. SEE WKG. NO. WK4 FOR LOCATIONS.
- ⑦ INCLUDES MODIFICATIONS REQUIRED TO REMOVE EXISTING TRAFFIC SIGNAL FROM THE TACTICS SIGNAL SYSTEM, MODIFY THE EXISTING ADAPTIVE CONTROL SIGNAL SYSTEM, AND CONFIGURE RELOCATED CCTV EQUIPMENT WITH TMC VIDEO MANAGEMENT SYSTEMS.

	By	CITY OF HATTIESBURG	
		SUMMARY OF QUANTITIES	
	Revision	PROJ NO: STP-0210-00(037)LPA COUNTY: FORREST FILENAME: SQS	
			Working Number SQ-3
Date	Design Team	NSI	Checked Date 5/6/20
			Sheet Number 8

REMOVAL ITEMS SUMMARY													
WK. SH. NO.	STATION TO STATION		ASPHALT DRIVEWAYS (ALL DEPTHS)	CONCRETE DRIVEWAYS (ALL DEPTHS)	PAVEMENT (ALL TYPES AND DEPTHS)	CONCRETE SIDEWALK	CURB & GUTTER (ALL TYPES)	PIPES (8" & ABOVE)	CURB INLETS	INLETS ALL SIZES			REMARKS
DEMO-1	111+40	115+80	282	450	1533	487	1109	40	4				INCLUDES ADELINE, 2ND, & GREEN
DEMO-2	B.O.P.	111+40		22	176		220			1			HARDY STREET - WEST
DEMO-2	115+80	E.O.P.	22	46	145	95	235	44	1				HARDY STREET - EAST
UNITS			SQ. YDS.	SQ. YDS.	SQ. YDS.	SQ. YDS.	LIN. FT.	LIN. FT.	EACH	EACH			
TOTALS			304	518	1854	582	1564	84	5	1			

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NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 14915.001	
				FILENAME: 14915_eq-1.dwg	
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				SURVEYED BY:	
				DSGN: GPC	DATE: 05/2020
				DRWN: CRH	DATE: 05/2020
				CHKD:	DATE:
				QA/QC:	DATE:

HARDY STREET ROUNDABOUT PROJECT
AT 2ND AVENUE / GREEN STREET / ADELINE STREET
FEDERAL AID PROJECT NO.
STP-0210-00(037) LPA / 108081-701000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



NEEL-SCHAFFER
Solutions you can build upon

ESTIMATED QUANTITIES
REMOVAL ITEMS

WORKING NUMBER:
EQ-1

DRAWING NUMBER:
9

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JUNCTION BOXES REQUIRED																									
WK. SH. NO.	STATION	SIDE 1		SIDE 2		SIDE 3		SIDE 4		SIDE W1-3 (FT.)	SIDE W2-4 (FT.)	INLET HEIGHT	CLASS B CONC.	REINF. STEEL	BAR LIST										REMARKS
		SIZE	SKEW	SIZE	SKEW	SIZE	SKEW	SIZE	SKEW						A1	A2	A3	A4	B	C	D	E	F		
WK4	112+19.10	22x13	0	22x13	36	0	0	0	0	4.00	4.51	2.50	1.177	94.06	2 @ 30	2 @ 32	0 @ 0	0 @ 0	2 @ 42	2 @ 48	4 @ 24	12 @ 50	14 @ 44		
													UNITS	CU. YDS.	LBS.										
													TOTALS	1.177	94.06										

NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION			
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 14915.001			
					FILENAME: 14915_eq-2.dwg			
					SCALE: NONE			
					SURVEYED BY:			
					DSGN: GPC	DATE: 05/2020		
					DRWN: CRH	DATE: 05/2020		
					CHKD:	DATE:		
				QA/QC:	DATE:			
HARDY STREET ROUNDABOUT PROJECT AT 2ND AVENUE / GREEN STREET / ADELINE STREET FEDERAL AID PROJECT NO. STP-0210-00(037) LPA / 108081-701000 CITY OF HATTIESBURG - FORREST COUNTY HATTIESBURG, MISSISSIPPI						 NEEL-SCHAFFER <i>Solutions you can build upon</i>	ESTIMATED QUANTITIES DRAINAGE STRUCTURES AND JUNCTION BOXES	
							WORKING NUMBER: EQ-2	DRAWING NUMBER: 10

COMBINATION CONCRETE CURB AND GUTTER REQUIRED											
WK. NO.	STATION TO STATION		TYPE "2" MODIFIED	TYPE "3B" MODIFIED	SPECIAL DESIGN CONCRETE GUTTER	CONCRETE HEADER CURB	SPECIAL DESIGN CONCRETE HEADER CURB	CONC. MEDIAN AND ISLAND PAV'T. (10" THICK)	COLORED AND IMPRINTED CONC. PAV'T. (4" THICK)	COLORED AND IMPRINTED CONC. PAV'T. (10" THICK)	REMARKS
WK3	B.O.P.	111+40		216		63					
WK4	111+40	115+80	285	1292	205	1027	190	300	415	1510	INCLUDES ADELINE, 2ND, & GREEN
WK5	115+80	E.O.P.		268		202					
UNITS			L. F.	L. F.	L. F.	L. F.	L. F.	SQ. YDS.	SQ. FT.	SQ. FT.	
TOTALS			285	1776	205	1292	190	300	415	1510	

DRIVEWAYS REQUIRED							
WK. NO.	STATION	WIDTH	CONCRETE (SQ. YDS.)	ASPHALT AREA (SQ. YDS.)	ASPHALT 1.5", MT 9.5mm (TONS)	ASPHALT 2", MT 12.5mm (TONS)	REMARKS
WK3	109+99.60	21	34.3				HARDY ST. - RIGHT
WK4	8+12.42	13	44.9				ADELINE ST. - RIGHT
WK4	8+79.56	12	12.6				ADELINE ST. - LEFT
WK4	9+90.59	30	55.1				ADELINE ST. - RIGHT
WK4	10+14.71	50	70.0				2ND AVE. - RIGHT
WK5	116+23.61	40	52.3				HARDY ST. - RIGHT
UNITS			SQ. YDS.	SQ. YDS.	TONS	TONS	
TOTALS			269.2				

CONCRETE SIDEWALK AND CROSSWALKS REQUIRED							
WK. NO.	STATION TO STATION		CONCRETE SIDEWALK	STAMPED & COLORED CONCRETE SIDEWALK	DETECTABLE WARNING	STAMPED ASPHALT CROSSWALK	REMARKS
WK3	B.O.P.	111+40					
WK4	111+40	115+80	459	400	234	1226	INCLUDES ADELINE, 2ND, & GREEN
WK5	115+80	E.O.P.	67	48	22	154	
UNITS			SQ. YDS.	SQ. YDS.	SQ. FT.	SQ. FT.	
TOTALS			526	448	256	1380	

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NOTICE TO DRAWING HOLDER NEEL-SCHAFER, INC., HEREAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		HARDY STREET ROUNDABOUT PROJECT AT 2ND AVENUE / GREEN STREET / ADELINE STREET FEDERAL AID PROJECT NO. STP-0210-00(037) LPA / 108081-701000 CITY OF HATTIESBURG - FORREST COUNTY HATTIESBURG, MISSISSIPPI			ESTIMATED QUANTITIES CURB & GUTTER, ISLAND PAVEMENT, CONCRETE SIDEWALK AND STAMPED CROSSWALKS	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 14915.001				WORKING NUMBER: EQ-3	DRAWING NUMBER: 11
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					SURVEYED BY:					

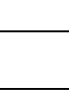
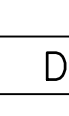
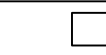
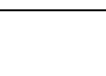
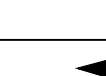
6/6/2020 11:47 AM c:\4000\hattiesburg\14915_hdsy_48_roundabout\neel\signs\14915_eq-4cp.dwg

SIGNS REQUIRED

SIGN NO.		SIZE	UNIT AREA SQ.FT.	QUAN. REQ'D.	TOTAL SIGN AREA SQ.FT.	REMARKS
G20 – 1		36" X 18"	4.50	2	9.00	ROAD WORK NEXT X X MILES
G20 – 2		36" X 18"	4.50	2	9.00	END ROAD WORK
G20 – 4		36" X 18"	4.50			PILOT CAR FOLLOW ME
①	M1 – 1	24" X 24"	4.00			1 OR 2 DIGIT
①	M1 – 1	30" X 24"	5.00			3 DIGIT
②	M1 – 4	24" X 24"	4.00			1 OR 2 DIGIT
②	M1 – 4	30" X 24"	5.00			3 DIGIT
③	M1 – 5	24" X 24"	4.00			1 OR 2 DIGIT
③	M1 – 5	30" X 24"	5.00			3 DIGIT
④	M3 – 1	24" X 12"	2.00			NORTH– 1 OR 2 DIGIT RTE. MARKER
④	M3 – 1	30" X 15"	3.13			NORTH– 3 DIGIT RTE. MARKER
④	M3 – 2	24" X 12"	2.00			EAST– 1 OR 2 DIGIT RTE. MARKER
④	M3 – 2	30" X 15"	3.13			EAST– 3 DIGIT RTE. MARKER
④	M3 – 3	24" X 12"	2.00			SOUTH– 1 OR 2 DIGIT RTE. MARKER
④	M3 – 3	30" X 15"	3.13			SOUTH– 3 DIGIT RTE. MARKER
④	M3 – 4	24" X 12"	2.00			WEST– 1 OR 2 DIGIT RTE. MARKER
④	M3 – 4	30" X 15"	3.13			WEST– 3 DIGIT RTE. MARKER
	M4 – 8	24" X 12"	2.00			DETOUR– 1 OR 2 DIGIT RTE. MARKER
	M4 – 8	30" X 15"	3.13			DETOUR– 3 DIGIT RTE. MARKER
	M4 – 8a	24" X 18"	3.00	3	9.00	END DETOUR
	M4 – 9	30" X 24"	5.00	4	20.00	DETOUR ↑
	M4 – 9L	30" X 24"	5.00	1	5.00	DETOUR ←
	M4 – 9BL	30" X 24"	5.00			DETOUR ↙
	M4 – 9SL	30" X 24"	5.00			DETOUR ↖
	M4 – 9BSL	30" X 24"	5.00			DETOUR ↘
	M4 – 9R	30" X 24"	5.00	2	10.00	DETOUR →
	M4 – 9BR	30" X 24"	5.00			DETOUR ↗
	M4 – 9SR	30" X 24"	5.00			DETOUR ↗
	M4 – 9BSR	30" X 24"	5.00			DETOUR ↖
	M4 – 10L	48" X 18"	6.00	3	18.00	←DETOUR
	M4 – 10R	48" X 18"	6.00	1	6.00	DETOUR→
④	M4 – 5	24" X 12"	2.00			TO
④	M5 – 1L	21" X 15"	2.19			↙
④	M5 – 1R	21" X 15"	2.19			↘
④	M5 – 2L	21" X 15"	2.19			↙↘
④	M5 – 2R	21" X 15"	2.19			↘↙
④	M6 – 1L	21" X 15"	2.19			↑
④	M6 – 1R	21" X 15"	2.19			↓
④	M6 – 2L	21" X 15"	2.19			↖
④	M6 – 2R	21" X 15"	2.19			↗
④	M6 – 3	21" X 15"	2.19			↑
	R1 – 1	36" OCTAGON	9.00	7	63.00	STOP
	R1 – 1	48" OCTAGON	16.00 ♦			
	R1 – 2	36" X 36" X 36"	3.90	5	19.50	YIELD
	R1 – 2	48" X 48" X 48"	6.93			

SIGNS REQUIRED

(CONT'D)

		SIGN NO.	SIZE	UNIT AREA SQ.FT.	QUAN. REQ'D.	TOTAL SIGN AREA SQ.FT.	REMARKS	
6		R1 – 3	18" X 9"	1.13			3-WAY, 4 WAY ETC.	①
		R1 – 3	24" X 12"	2.00				②
		R2 – 1	24" X 30"	5.00				①
		R2 – 1	36" X 48"	12.00 ♦			SPEED LIMIT	②
		R2 – 1	48" X 60"	20.00 ♦				
		R3 – 1	36" X 36"	9.00				①
		R3 – 1	48" X 48"	16.00 ♦				②
		R3 – 2	24" X 24"	4.00	1	4.00		①
		R3 – 2	48" X 48"	16.00 ♦				②
		R3 – 4	36" X 36"	9.00				①
		R3 – 4	48" X 48"	16.00 ♦				②
		R3 – 5L	30" X 36"	7.50				
		R3 – 5R	30" X 36"	7.50				
		R3 – 6L	30" X 36"	7.50				
		R3 – 6R	30" X 36"	7.50				
		R3 – 7L	30" X 30"	6.25			LEFT LANE MUST TURN LEFT	
		R3 – 7R	30" X 30"	6.25			RIGHT LANE MUST TURN RIGHT	
		R4 – 1	24" X 30"	5.00			DO NOT PASS	①
			48" X 60"	20.00 ♦				②
		R4 – 2	24" X 30"	5.00			PASS WITH CARE	①
		48" X 60"	20.00 ♦			②		
	R4 – 7	48" X 60"	20.00 ♦					
	R4 – 8	48" X 60"	20.00 ♦					
	R5 – 1	48" X 48"	16.00 ♦			DO NOT ENTER		
	R5 – 1a	42" X 30"	8.75			WRONG WAY		
	R6 – 1L	36" X 12"	3.00					
	R6 – 1R	36" X 12"	3.00					
	R6 – 2L	24" X 30"	5.00			ONE WAY 		
	R6 – 2R	24" X 30"	5.00			ONE WAY 		
	R6 – 4	30" X 24"	5.00	5	25.00	ROUNDABOUT DIRECTIONAL (2 CHEVRONS)		
	R6 – 5P	30" X 30"	6.25	5	31.25	ROUNDABOUT CIRCULATION (PLAQUE)		
	R11 – 2	48" X 30"	10.00 ♦	5	50.00	ROAD CLOSED		
	R11 – 3a	60" X 30"	12.50 ♦			ROAD CLOSED XX MILES AHEAD		
	R11 – 3b	60" X 30"	12.50 ♦			BRIDGE OUT XX MILES AHEAD		
	R11 – 4	60" X 30"	12.50 ♦	6	75.00	ROAD CLOSED TO THRU TRAFFIC		
	R12 – 1	36" X 48"	12.00 ♦			WEIGHT LIMIT XX TONS		
7		R16– 3	36" X 48"	12.00 ♦			WHEN WORKERS ARE PRESENT SPEEDING FINES DOUBLED	
6 7			48" X 60"	20.00 ♦				
	W1 – 1L	48" X 48"	16.00 ♦					
	W1 – 1R	48" X 48"	16.00 ♦					
	W1 – 2L	36" X 36"	9.00					
	W1 – 2R	36" X 36"	9.00					
	W1 – 3L	48" X 48"	16.00 ♦					
	W1 – 3R	48" X 48"	16.00 ♦					
	W1 – 4aL	36" X 36"	9.00	1	9.00			
	W1 – 4aR	36" X 36"	9.00	1	9.00			
	W1 – 4bL	36" X 36"	9.00	1	9.00			
	W1 – 4bR	36" X 36"	9.00					
	W1 – 6L	48" X 24"	8.00					①
	W1 – 6L	60" X 30"	12.50 ♦					②
	W1 – 6R	48" X 24"	8.00					①
	W1 – 6R	60" X 30"	12.50 ♦					②
	W1 – 7	48" X 24"	8.00					①

SIGNS REQUIRED

(CONT'D)

SIGN NO.	SIZE	UNIT AREA SQ.FT.	QUAN. REQ'D.	TOTAL SIGN AREA SQ.FT.	REMARKS
W1 – 7	60" X 30"	12.50	◆		↔ ②
W1 – 8L	18" X 24"	3.00			①
W1 – 8L	36" X 48"	12.00	◆		②
W1 – 8R	18" X 24"	3.00			①
W1 – 8R	36" X 48"	12.00	◆		②
W1 – 9L	48" X 48"	16.00	◆		↕
W1 – 9R	48" X 48"	16.00	◆		↕
W2–6	36" X 36"	9.00	5	45.00	◊
W3 – 1a	48" X 48"	16.00	◆		↑
W3 – 2a	48" X 48"	16.00	◆		↓
W3 – 3	48" X 48"	16.00	◆		◊
W3 – 5	48" X 48"	16.00	◆		SPEED REDUCTION
W4 – 1L	48" X 48"	16.00	◆		↑
W4 – 1R	48" X 48"	16.00	◆		↑
W4 – 2L	36" X 36"	9.00			
W4 – 2R	36" X 36"	9.00	1	9.00	
W5 – 1a	48" X 48"	16.00	◆		PAVEMENT NARROWS
W6 – 1	48" X 48"	16.00	◆		↙↘
W6 – 2	48" X 48"	16.00	◆		↙↘
W6 – 3	36" X 36"	9.00			↕
W8 – 1	48" X 48"	16.00	◆		BUMP
W8 – 4	48" X 48"	16.00	◆		SOFT SHOULDER
W8 – 6	48" X 48"	16.00	◆		TRUCK CROSSING
W8 – 9	36" X 36"	9.00			LOW SHOULDER
W8 – 11	36" X 36"	9.00			UNEVEN LANES
W9 – 1	36" X 36"	9.00	1	9.00	RIGHT LANE ENDS
W10 – 1	36" DIA.	7.07			①
W10 – 1	48" DIA.	12.56	◆		②
W13 – 1	24" X 24"	4.00			XX MPH
W14 – 3	36"X48"X48"	5.56			NO PASSING ZONE ①
	48"X64"X64"	9.89			②
W16–2	24" X 18"	3.00			XXX FEET
W19 – 2	48" X 48"	16.00	◆		BRIDGE MAY ICE IN COLD WEATHER
W20 – 1	48" X 48"	16.00	◆		ADVANCE ROAD WORK ①
W20 – 1	36" X 36"	9.00	7	63.00	②
W20 – 2	36" X 36"	9.00	2	18.00	ADVANCE DETOUR
W20 – 3	36" X 36"	9.00	2	18.00	ADVANCE ROAD CLOSED
W20 – 4	48" X 48"	16.00	◆		ADVANCE ONE–LN. RD.
W20 – 4B	48" X 48"	16.00	◆		ADVANCE ONE–LN. BR.
W20 – 5L	36" X 36"	9.00			ADVANCE LT. LN. CLOSED
W20 – 5R	36" X 36"	9.00	1	9.00	ADVANCE RT. LN. CLOSED
W20 – 7a	48" X 48"	16.00	◆		⚠
W21 – 1	36" X 36"	9.00			WORKERS
W21 – 1a	36" X 36"	9.00			⚠

SIGNS REQUIRED

(CONT'D)

SIGN NO.	SIZE	UNIT AREA SQ.FT.	QUAN. REQ'D.	TOTAL SIGN AREA SQ.FT.	REMARKS
W21 – 2	36" X 36"	9.00			FRESH OIL (TAR)
W21 – 3	48" X 48"	16.00	◆		ADVANCE ROAD MACHINERY
W21 – 5	48" X 48"	16.00	◆		SHOULDER WORK
W21 – 6	36" X 36"	9.00			SURVEY CREW
D3 – 1	30" X 12"	2.50	6	15.00	STREET NAME
VP – 1L	12" X 36"	3.00			▨
VP – 1R	12" X 36"	3.00			▨
OM – 3L	12" X 36"	3.00			▨
OM – 3R	12" X 36"	3.00			▨

TOTAL SIGN AREA LESS THAN 10 SQ. FT. 441.75 SQ. FT.

TOTAL SIGN AREA 10 SQ. FT. OR MORE 125.00 SQ. FT.

- ① STANDARD
② SPECIAL (USE WHERE WARRANTED)

NOTES

- ① INTERSTATE ROUTE MARKER
② UNITED STATES ROUTE MARKER
③ STATE ROUTE MARKER
④ COLORS OF CARDINAL DIRECTION MARKERS AND DIRECTIONAL ARROWS SHALL BE APPROPRIATE TO MATCH ACCOMPANYING ROUTE MARKERS.
⑤ BLACK STRIPES ON YELLOW BACKGROUND
⑥ INTERSTATE USE ONLY
⑦ TOP OF SIGN – BLACK LETTERING ON ORANGE BACKGROUND, BOTTOM OF SIGN – BLACK LETTERING ON WHITE BACKGROUND

THE BACKGROUND OF ALL WARNING SIGNS ("W" SERIES) EXCEPT W10–1 SHALL BE ORANGE. THE W10–1 BACKGROUND SHALL BE YELLOW IN ALL CASES.

NOTICE TO DRAWING HOLDER

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REVISIONS

NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION

N-S PROJECT NO.: 14915.001	
FILENAME: 14915_eq-tcp.dwg	
SCALE: NONE	
SURVEYED BY:	
DSGN: GPC	DATE: 05/2020
DRWN: CRH	DATE: 05/2020
CHKD:	DATE:
QA/QC:	DATE:

HARDY STREET ROUNDABOUT PROJECT
AT 2ND AVENUE / GREEN STREET / ADELINE STREET
FEDERAL AID PROJECT NO.
STP-0210-00(037) LPA / 108081-701000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



ESTIMATED QUANTITIES
FOR
TRAFFIC CONTROL SIGNS

WORKING NUMBER:

EQ-4

DRAWING NUMBER:

12

SUMMARY OF PAVEMENT MARKINGS																											
WK. SH. NO.	STATION TO STATION		HIGH PERFORMANCE COLD PLASTIC						THERMOPLASTIC											MARKERS					REMARKS		
			CONTINUOUS		DETAIL WHITE	LEGEND	SKIP		CONTINUOUS		EDGE		DETAIL			SKIP		LEGEND			RED- CLEAR	YELLOW		CLEAR			
			WHITE	YELLOW			WHITE	YELLOW	WHITE	YELLOW	WHITE	YELLOW	WHITE	YELLOW	BLUE	WHITE	YELLOW	WHITE (LF)	WHITE (SF)	BLUE (SF)		1 WAY	2 WAY	2 WAY			
PMD-1	111+40	115+80								817				440	742	65				318	193	6					
PMD-2	B.O.P. 115+80	111+40 E.O.P.								1294				186	20			500	78	53	5		52				
UNITS			L. F.	L. F.	L. F.	L. F.	L. F.	L. F.	L. F.	L. F.	L. F.	L. F.	L. F.	L. F.	L. F.	L. F.	L. F.	L. F.	L. F.	SQ. FT.	SQ. FT.	EACH	EACH	EACH	EACH	EACH	
TOTALS										2111				626	762	65		500	396	246	6	5		52			

- NOTES:
1. VERIFY ALL POST LENGTHS IN THE FIELD PRIOR TO ORDERING MATERIAL.
 2. ESTIMATED POST LENGTHS ARE SHOWN FOR ESTIMATION PURPOSES ONLY. THE LENGTHS SHOWN INCLUDE THE 30" STUB POST LENGTH.
 3. SEE WKG. NO. PSD-1 FOR SIGN POST DETAILS.

STANDARD ROADSIDE SIGN ASSEMBLIES REQUIRED										
SHEET NUMBER	CODE LETTER THIS SHEET	STANDARD ROADSIDE SIGNS TO BE MOUNTED	SQUARE POST		STANDARD PIPE		U-SECTION POST		STRUCTURAL BARS 7/16" x 2-1/2"	FOOTING CLASS "B" CONCRETE
			3" POST	ESTIMATED LENGTH	3"	4"	2-P	3-P		
PSP-1	A	W11-2, W16-7pl	1	13'-6"						0.09
	↑	B	R1-2	1	13'-0"					0.09
		C	R1-2	1	13'-0"					0.09
		D	W11-2, W16-7pl	1	13'-6"					0.09
		E	W2-6, W13-1P	1	14'-0"					0.09
		F	W11-2, W16-7pl	1	13'-6"					0.09
		G	R1-2	1	13'-0"					0.09
		H	W11-2, W16-7pl	1	13'-6"					0.09
		I	W2-6, W13-1P	1	14'-0"					0.09
		J	W11-2, W16-7pl	1	13'-6"					0.09
		K	R1-2	1	13'-0"					0.09
		L	W11-2, W16-7pl	1	13'-6"					0.09
		M	W11-2, W16-7pl	1	13'-6"					0.09
		N	R1-2	1	13'-0"					0.09
		O	R1-2	1	13'-0"					0.09
		P	W11-2, W16-7pl	1	13'-6"					0.09
		Q	W2-6, W13-1P	1	14'-0"					0.09
		R	W11-2, W16-7pl	1	13'-6"					0.09
		S	R1-2	1	13'-0"					0.09
		T	W11-2, W16-7pl	1	13'-6"					0.09
		U	R6-4	1	12'-0"					0.09
		V	R6-4	1	12'-0"					0.09
		W	R6-4	1	12'-0"					0.09
		X	R6-4	1	12'-0"					0.09
	↓	Y	R6-4	1	12'-0"					0.09
PSP-2	↑	A	W9-1	1	14'-0"					0.09
		B	W4-2R	1	14'-0"					0.09
		C	W2-6, W13-1P	1	14'-0"					0.09
	↓	D	W2-6, W13-1P	1	14'-0"					0.09
PROJECT TOTALS			EACH		LIN. FT.	LIN. FT.	LIN. FT.	LIN. FT.	LIN. FT. POUNDS	CU. YDS.
			29							2.61

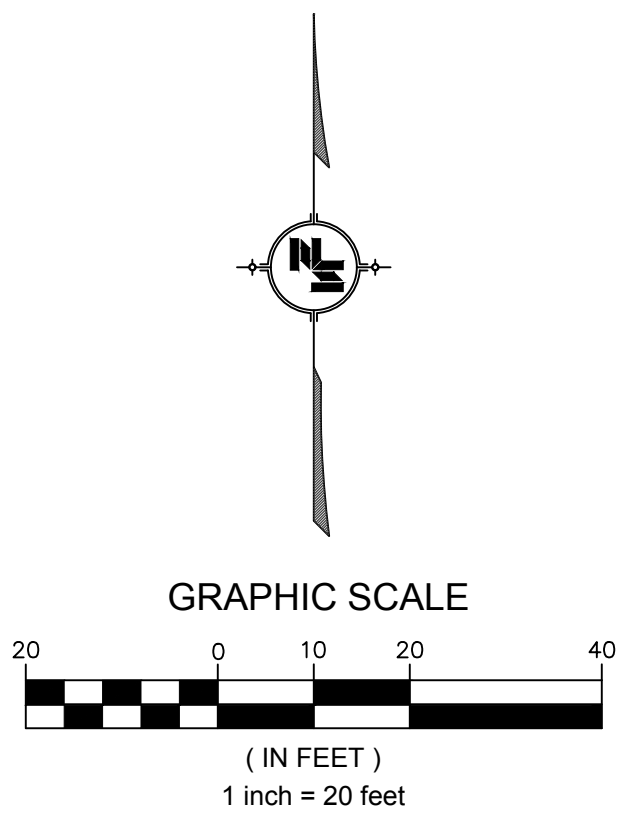
STANDARD ROADSIDE SIGNS					
SHEET ALUMINUM - 0.080" THICKNESS					
SIGN NUMBER	SIZE	UNIT AREA (SQ. FT.)	QUANTITY REQUIRED	TOTAL SIGN AREA (SQ. FT.)	REMARKS
R1-2	36" TRIANGLE	3.90	7	27.30	"YIELD"
R6-4	30 " x 24 "	5.00	5	25.00	"2 CHEVRON DIRECTIONAL"
W11-2	30 " x 30 "	6.25	10	62.50	"PEDESTRIAN"
W13-1P	18 " x 18 "	2.25	5	11.25	"ADVISORY SPEED PLAQUE"
W16-7pl	24 " x 12 "	2.00	10	20.00	"DOWN LEFT ARROW PLAQUE"
TOTAL (0.080" THICKNESS)			37	146.05	

STANDARD ROADSIDE SIGNS					
SHEET ALUMINUM - 0.125" THICKNESS					
SIGN NUMBER	SIZE	UNIT AREA (SQ. FT.)	QUANTITY REQUIRED	TOTAL SIGN AREA (SQ. FT.)	REMARKS
W2-6	36 " x 36 "	9.00	5	45.00	"CIRCULAR INTERSECTION"
W4-2R	36 " x 36 "	9.00	1	9.00	"RIGHT LANE ENDS"
W9-1	36 " x 36 "	9.00	1	9.00	"RIGHT LANE ENDS"
TOTAL (0.125" THICKNESS)			7	63.00	

6/6/2020 11:47 AM c:\4000\hattiesburg\14915_eq\pmd-psp.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 ROUNDABOUT PROJECT AT 2ND AVENUE / GREEN STREET / ADELIN STREET FEDERAL AID PROJECT NO. STP-0210-00(037) LPA / 108081-701000 CITY OF HATTIESBURG - FORREST COUNTY HATTIESBURG, MISSISSIPPI			ESTIMATED QUANTITIES PAVEMENT MARKINGS AND ROADSIDE SIGNS	
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					SCALE: NONE					
					SURVEYED BY:					

B.M. ELEV. 173.42
BM NAME: HC/VC_30
N. 663990.8470
E. 839404.6770
DESC. IRON PIN

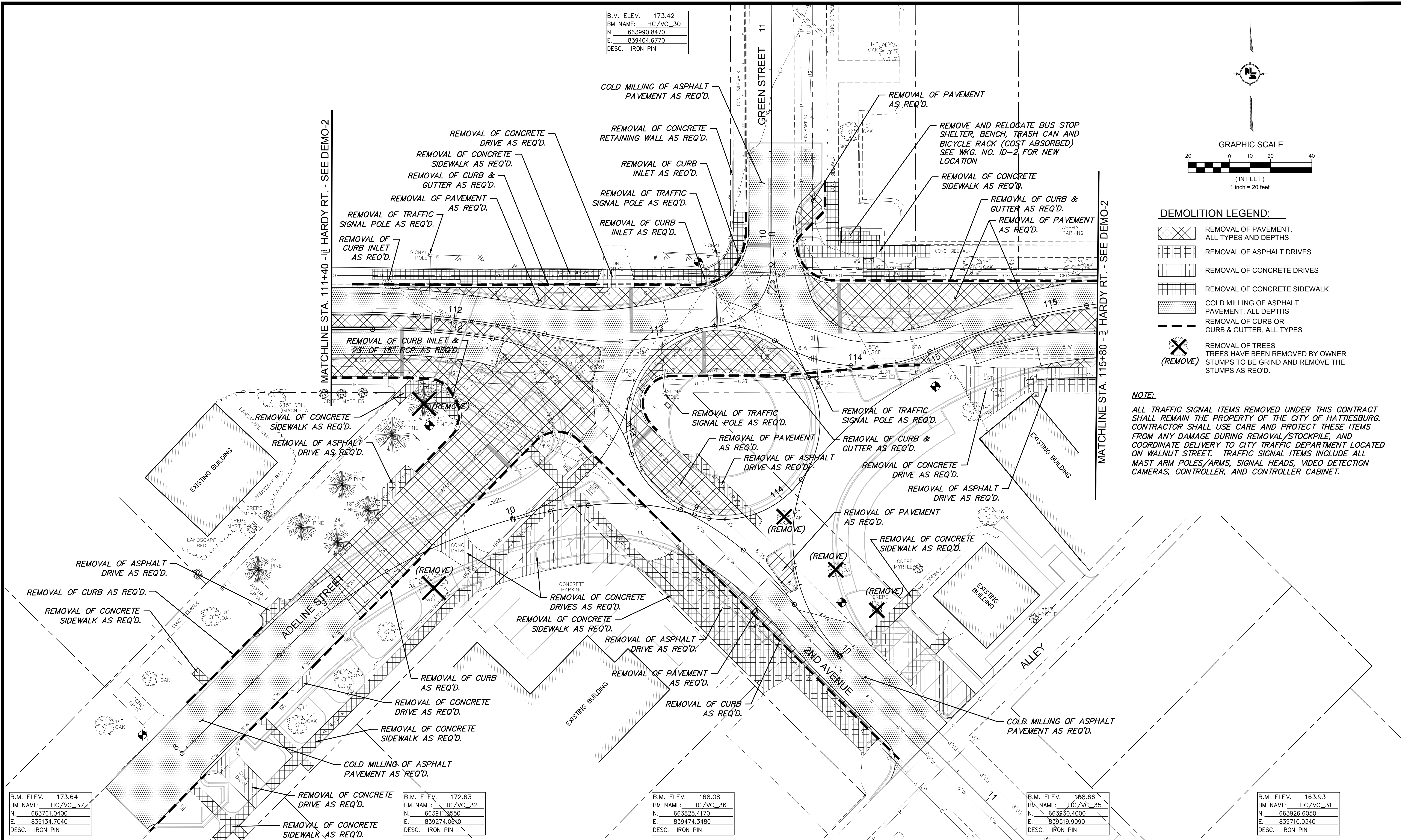


DEMOLITION LEGEND:

- REMOVAL OF PAVEMENT, ALL TYPES AND DEPTHS
- REMOVAL OF ASPHALT DRIVES
- REMOVAL OF CONCRETE DRIVES
- REMOVAL OF CONCRETE SIDEWALK
- COLD MILLING OF ASPHALT PAVEMENT, ALL DEPTHS
- REMOVAL OF CURB OR CURB & GUTTER, ALL TYPES

REMOVAL OF TREES
(REMOVE)
TREES HAVE BEEN REMOVED BY OWNER
STUMPS TO BE GRIND AND REMOVE THE STUMPS AS REQ'D.

NOTE:
ALL TRAFFIC SIGNAL ITEMS REMOVED UNDER THIS CONTRACT SHALL REMAIN THE PROPERTY OF THE CITY OF HATTIESBURG. CONTRACTOR SHALL USE CARE AND PROTECT THESE ITEMS FROM ANY DAMAGE DURING REMOVAL/STOCKPILE, AND COORDINATE DELIVERY TO CITY TRAFFIC DEPARTMENT LOCATED ON WALNUT STREET. TRAFFIC SIGNAL ITEMS INCLUDE ALL MAST ARM POLES/ARMS, SIGNAL HEADS, VIDEO DETECTION CAMERAS, CONTROLLER, AND CONTROLLER CABINET.



B.M. ELEV. 173.64
BM NAME: HC/VC_37
N. 663761.0400
E. 839134.7040
DESC. IRON PIN

B.M. ELEV. 172.63
BM NAME: HC/VC_32
N. 663917.3550
E. 839274.0810
DESC. IRON PIN

B.M. ELEV. 168.08
BM NAME: HC/VC_36
N. 663825.4170
E. 839274.0810
DESC. IRON PIN

B.M. ELEV. 168.66
BM NAME: HC/VC_35
N. 663930.4000
E. 839519.9090
DESC. IRON PIN

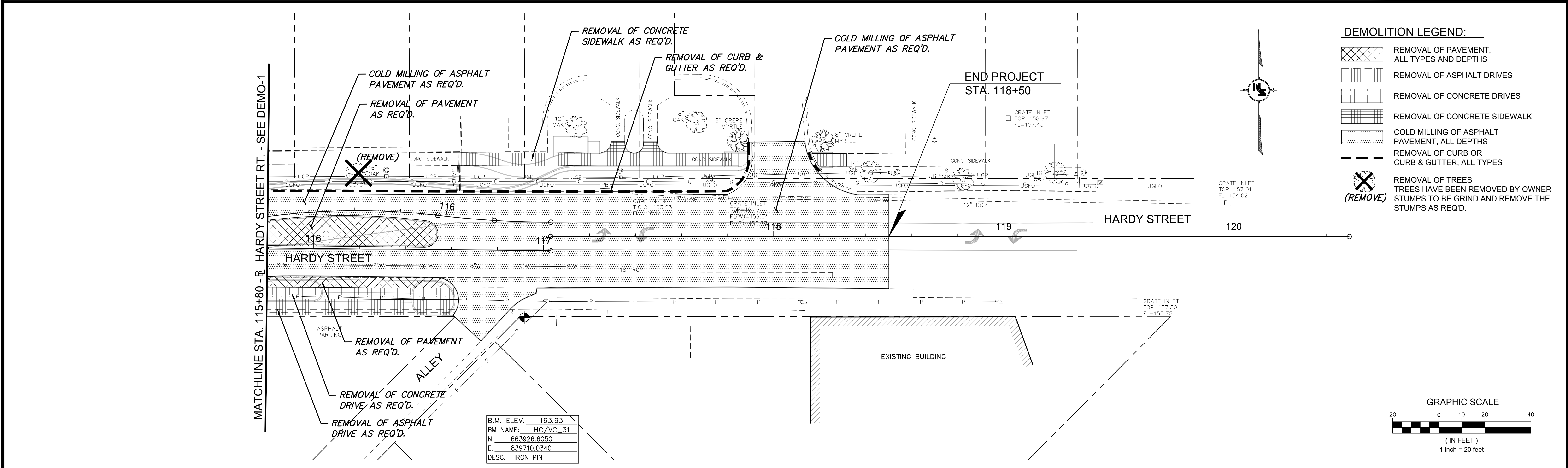
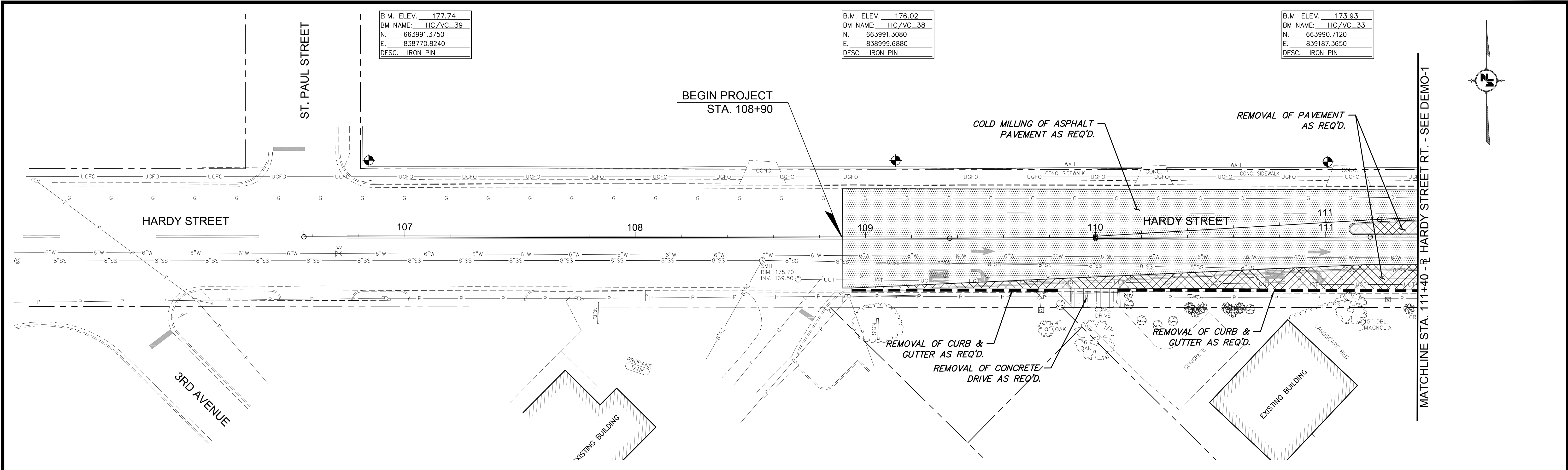
B.M. ELEV. 163.93
BM NAME: HC/VC_31
N. 663926.6050
E. 839710.0340
DESC. IRON PIN

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REVISIONS		
NO.	DATE	BY
DRAWING INFORMATION		
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SURVEYED BY: CLEARPOINT		
DSGN: GPC	DATE: 05/2020	
DRWN: CRH	DATE: 05/2020	
CHKD:	DATE:	
QA/QC:	DATE:	

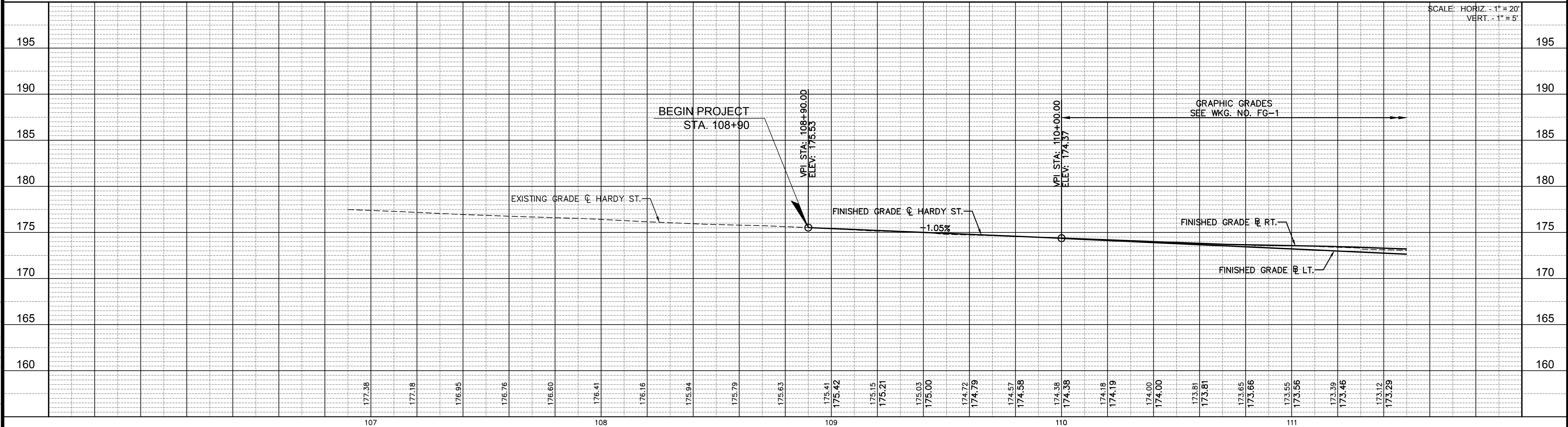
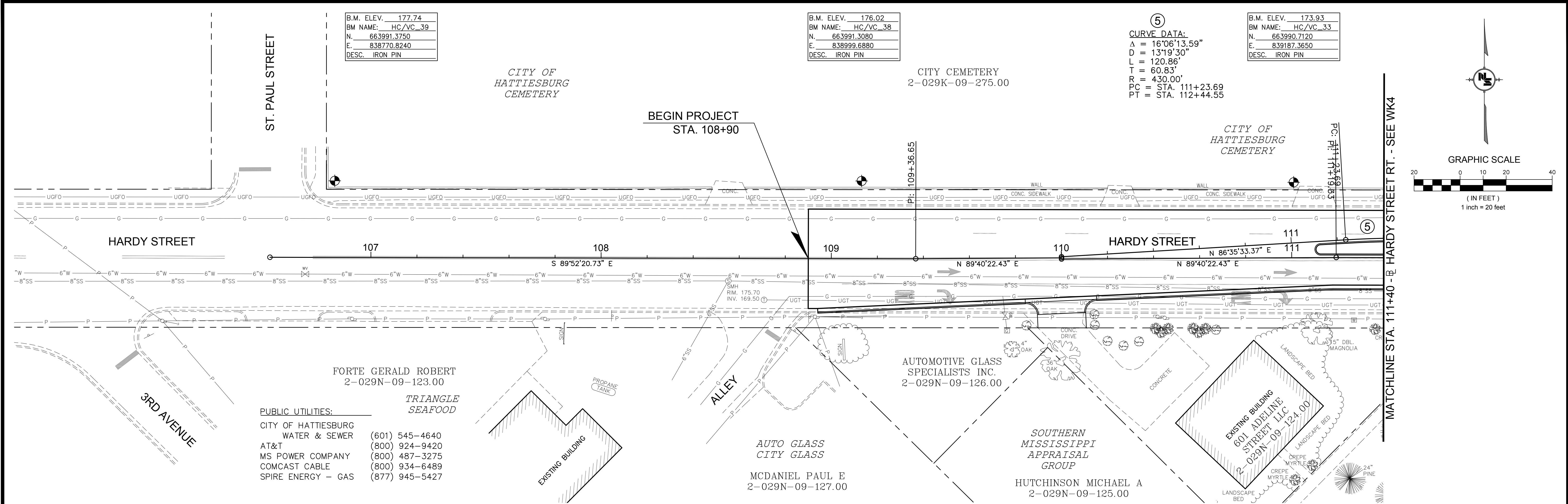
HARDY STREET ROUNDABOUT PROJECT
AT 2ND AVENUE / GREEN STREET / ADELINE STREET
FEDERAL AID PROJECT NO.
STP-0210-00(037) LPA / 108081-701000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



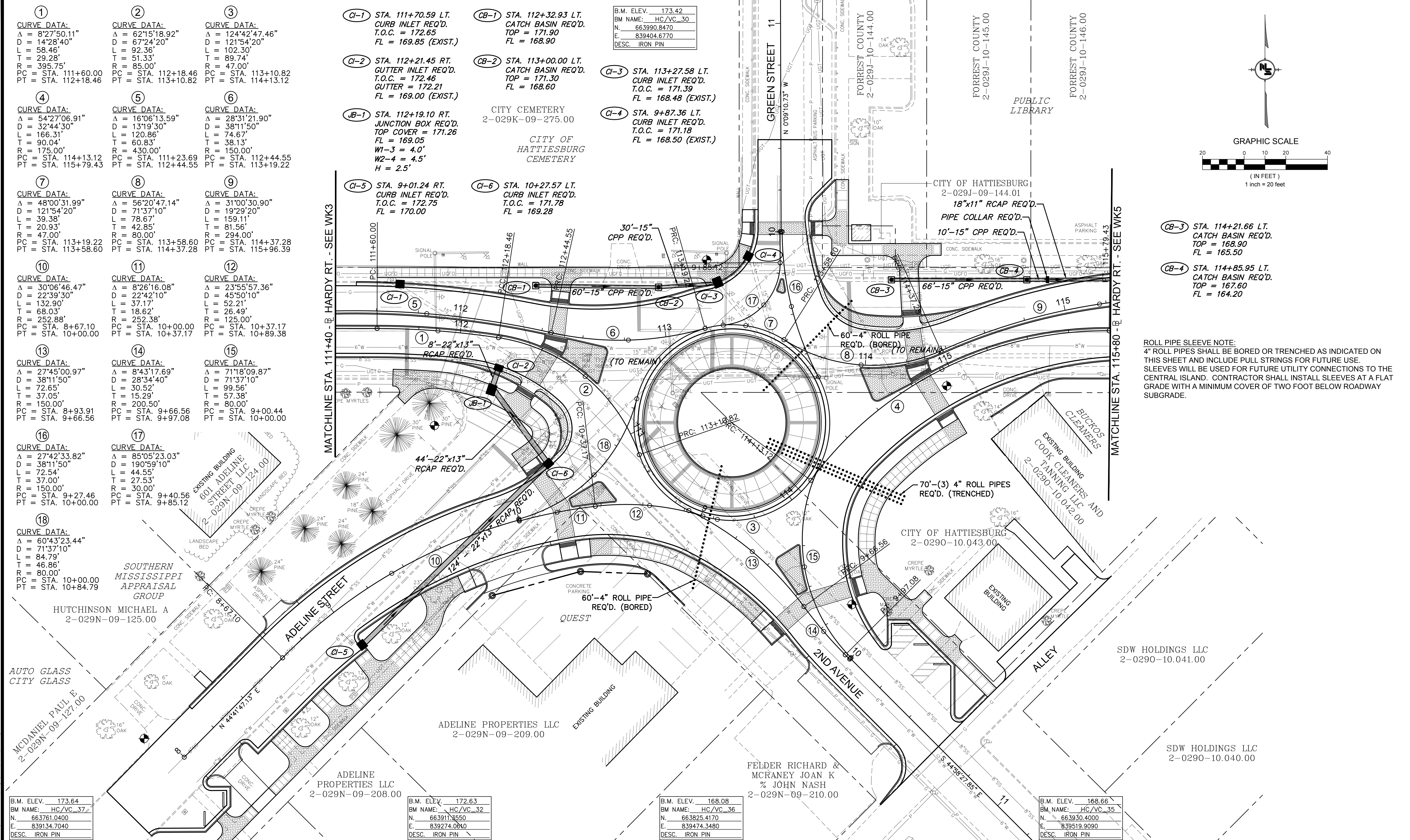
EXISTING CONDITIONS DEMOLITION PLAN ROUNDABOUT	
WORKING NUMBER:	DRAWING NUMBER:
DEMO-1	15



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 ROUNDABOUT PROJECT AT 2ND AVENUE / GREEN STREET / ADELIN STREET FEDERAL AID PROJECT NO. STP-0210-00(037) LPA / 108081-701000 CITY OF HATTIESBURG - FORREST COUNTY HATTIESBURG, MISSISSIPPI	 NEEL-SCHAFER <i>Solutions you can build upon</i>	EXISTING CONDITIONS DEMOLITION PLAN - HARDY STREET E.O.P. TO STA. 111+40 AND STA. 115+80 TO E.O.P.	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 14915.001	FILENAME: 14915_demo.dwg			WORKING NUMBER:	DRAWING NUMBER:
					SCALE: 1" = 20'	SURVEYED BY: CLEARPOINT			DEMO-2	16
					DSGN: GPC DATE: 05/2020	DRWN: CRH DATE: 05/2020				



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① CURVE DATA: Δ = 8°27'50.11" D = 14°28'40" L = 58.46' T = 29.28' R = 395.75' PC = STA. 111+60.00 PT = STA. 112+18.46	② CURVE DATA: Δ = 62°15'18.92" D = 67°24'20" L = 92.36' T = 51.33' R = 85.00' PC = STA. 112+18.46 PT = STA. 113+10.82	③ CURVE DATA: Δ = 124°42'47.46" D = 121°54'20" L = 102.30' T = 89.74' R = 47.00' PC = STA. 113+10.82 PT = STA. 114+13.12
④ CURVE DATA: Δ = 54°27'06.91" D = 32°44'30" L = 166.31' T = 90.04' R = 175.00' PC = STA. 114+13.12 PT = STA. 115+79.43	⑤ CURVE DATA: Δ = 16°06'13.59" D = 13°19'30" L = 120.86' T = 60.83' R = 430.00' PC = STA. 111+23.69 PT = STA. 112+44.55	⑥ CURVE DATA: Δ = 28°31'21.90" D = 38°11'50" L = 74.67' T = 38.13' R = 150.00' PC = STA. 112+44.55 PT = STA. 113+19.22
⑦ CURVE DATA: Δ = 48°00'31.99" D = 121°54'20" L = 39.38' T = 20.93' R = 47.00' PC = STA. 113+19.22 PT = STA. 113+58.60	⑧ CURVE DATA: Δ = 56°20'47.14" D = 71°37'10" L = 159.11' T = 42.85' R = 80.00' PC = STA. 113+58.60 PT = STA. 114+37.28	⑨ CURVE DATA: Δ = 31°00'30.90" D = 19°29'20" L = 159.11' T = 81.56' R = 294.00' PC = STA. 114+37.28 PT = STA. 115+96.39
⑩ CURVE DATA: Δ = 30°06'46.47" D = 22°39'30" L = 132.90' T = 68.03' R = 252.88' PC = STA. 8+67.10 PT = STA. 10+00.00	⑪ CURVE DATA: Δ = 8°26'16.08" D = 22°42'10" L = 37.17' T = 18.62' R = 252.38' PC = STA. 10+00.00 PT = STA. 10+37.17	⑫ CURVE DATA: Δ = 23°55'57.36" D = 45°50'10" L = 52.21' T = 26.49' R = 125.00' PC = STA. 10+37.17 PT = STA. 10+89.38
⑬ CURVE DATA: Δ = 27°45'00.97" D = 38°11'50" L = 72.65' T = 37.05' R = 150.00' PC = STA. 8+93.91 PT = STA. 9+66.56	⑭ CURVE DATA: Δ = 8°43'17.69" D = 28°34'40" L = 30.52' T = 15.29' R = 200.50' PC = STA. 9+66.56 PT = STA. 9+97.08	⑮ CURVE DATA: Δ = 71°18'09.87" D = 71°37'10" L = 99.56' T = 57.38' R = 80.00' PC = STA. 9+00.44 PT = STA. 10+00.00
⑯ CURVE DATA: Δ = 27°42'33.82" D = 38°11'50" L = 72.54' T = 37.00' R = 150.00' PC = STA. 9+27.46 PT = STA. 10+00.00	⑰ CURVE DATA: Δ = 85°05'23.03" D = 190°59'10" L = 44.55' T = 27.53' R = 30.00' PC = STA. 9+40.56 PT = STA. 9+85.12	
⑱ CURVE DATA: Δ = 60°43'23.44" D = 71°37'10" L = 84.79' T = 46.86' R = 80.00' PC = STA. 10+00.00 PT = STA. 10+84.79		

CI-1 STA. 111+70.59 LT. CURB INLET REQ'D. T.O.C. = 172.65 FL = 169.85 (EXIST.)	CB-1 STA. 112+32.93 LT. CATCH BASIN REQ'D. TOP = 171.90 FL = 168.90	B.M. ELEV. 173.42 BM NAME: HC/VC_30 N. 663990.8470 E. 839404.6770 DESC. IRON PIN
CI-2 STA. 112+21.45 RT. GUTTER INLET REQ'D. T.O.C. = 172.46 GUTTER = 172.21 FL = 169.00 (EXIST.)	CB-2 STA. 113+00.00 LT. CATCH BASIN REQ'D. TOP = 171.30 FL = 168.60	CI-3 STA. 113+27.58 LT. CURB INLET REQ'D. T.O.C. = 171.39 FL = 168.48 (EXIST.)
JB-1 STA. 112+19.10 RT. JUNCTION BOX REQ'D. TOP COVER = 171.26 FL = 169.05 W1-3 = 4.0' W2-4 = 4.5' H = 2.5'	CITY CEMETERY 2-029K-09-275.00 CITY OF HATTIESBURG CEMETERY	CI-4 STA. 9+87.36 LT. CURB INLET REQ'D. T.O.C. = 171.18 FL = 168.50 (EXIST.)
CI-5 STA. 9+01.24 RT. CURB INLET REQ'D. T.O.C. = 172.75 FL = 170.00	CI-6 STA. 10+27.57 LT. CURB INLET REQ'D. T.O.C. = 171.78 FL = 169.28	

CB-3 STA. 114+21.66 LT. CATCH BASIN REQ'D. TOP = 168.90 FL = 165.50	CB-4 STA. 114+85.95 LT. CATCH BASIN REQ'D. TOP = 167.60 FL = 164.20
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ROLL PIPE SLEEVE NOTE:
4" ROLL PIPES SHALL BE BORED OR TRENCHED AS INDICATED ON THIS SHEET AND INCLUDE PULL STRINGS FOR FUTURE USE. SLEEVES WILL BE USED FOR FUTURE UTILITY CONNECTIONS TO THE CENTRAL ISLAND. CONTRACTOR SHALL INSTALL SLEEVES AT A FLAT GRADE WITH A MINIMUM COVER OF TWO FOOT BELOW ROADWAY SUBGRADE.

NOTICE TO DRAWING HOLDER

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REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	

HARDY STREET ROUNDABOUT PROJECT
AT 2ND AVENUE / GREEN STREET / ADELINE STREET
FEDERAL AID PROJECT NO.
STP-0210-00(037) LPA / 108081-701000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

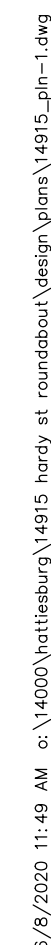
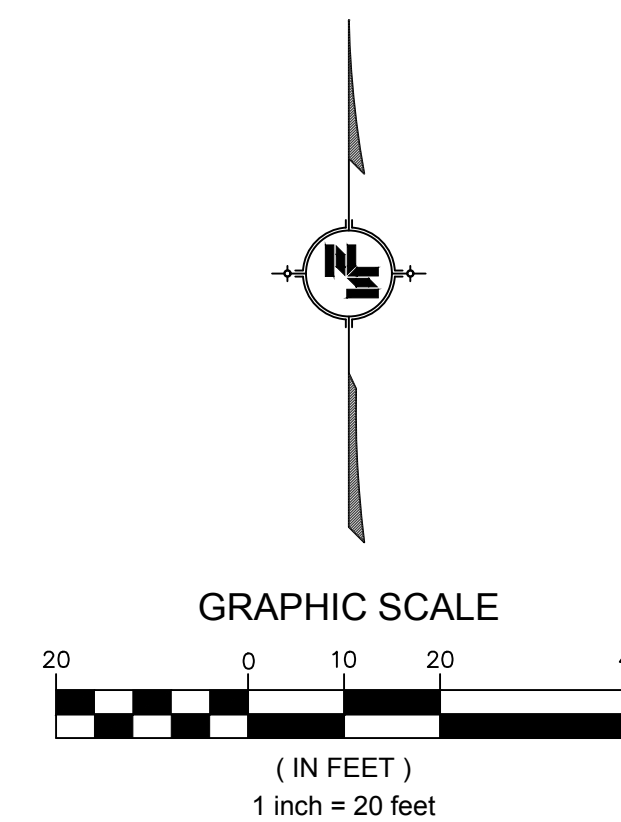
NEEL-SCHAFFER
Solutions you can build upon

PLAN ROUNDABOUT	
WORKING NUMBER: WK4	DRAWING NUMBER: 18

6/6/2020 11:49 AM C:\Users\jshaffer\OneDrive\Documents\Hardy\Hardy.dwg

(19)

CURVE DATA:
Δ = 6°50'20.65"
D = 13°54'20"
L = 49.18'
T = 24.62'
R = 412.00'
PC = STA. 115+96.39
PT = STA. 116+45.57



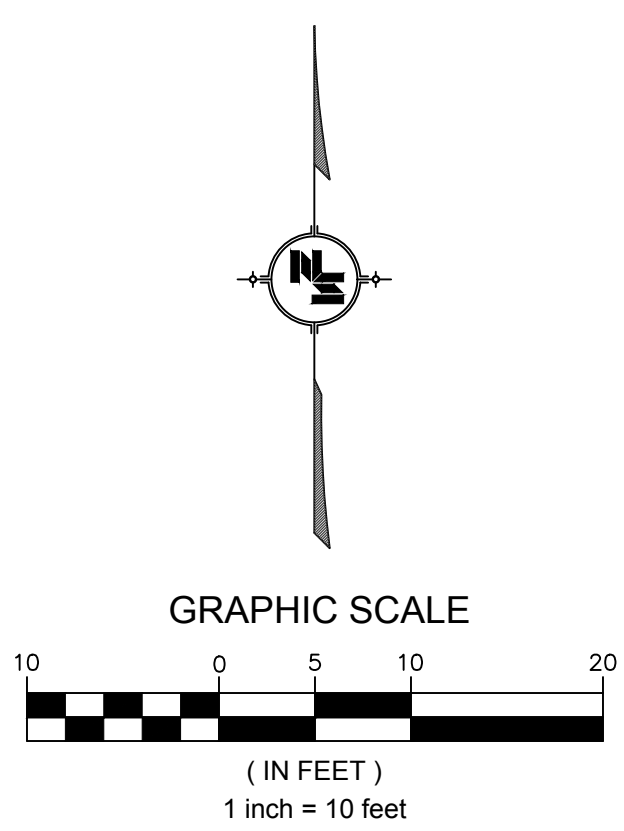
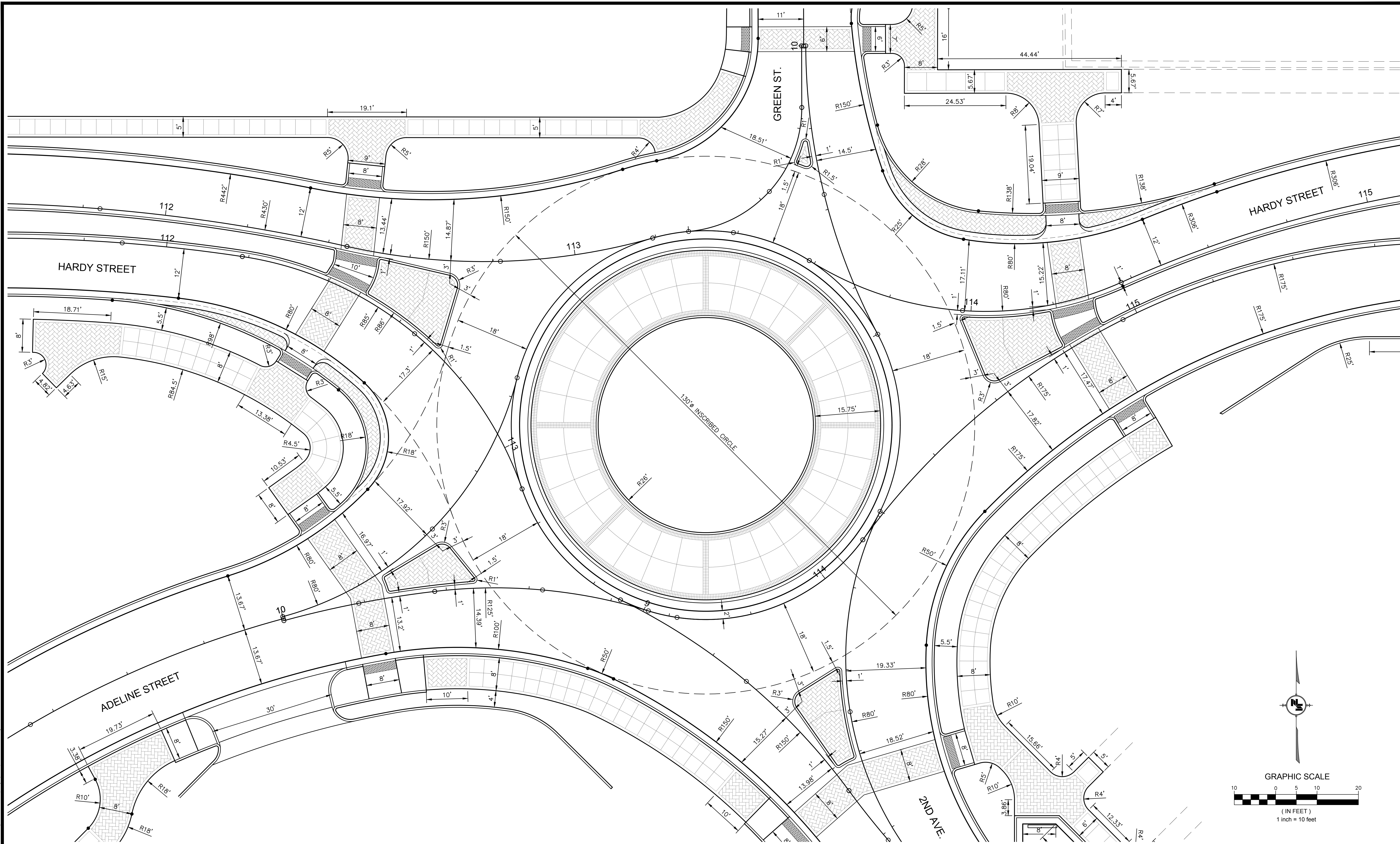
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REVISIONS				DRAWING INFORMATION	
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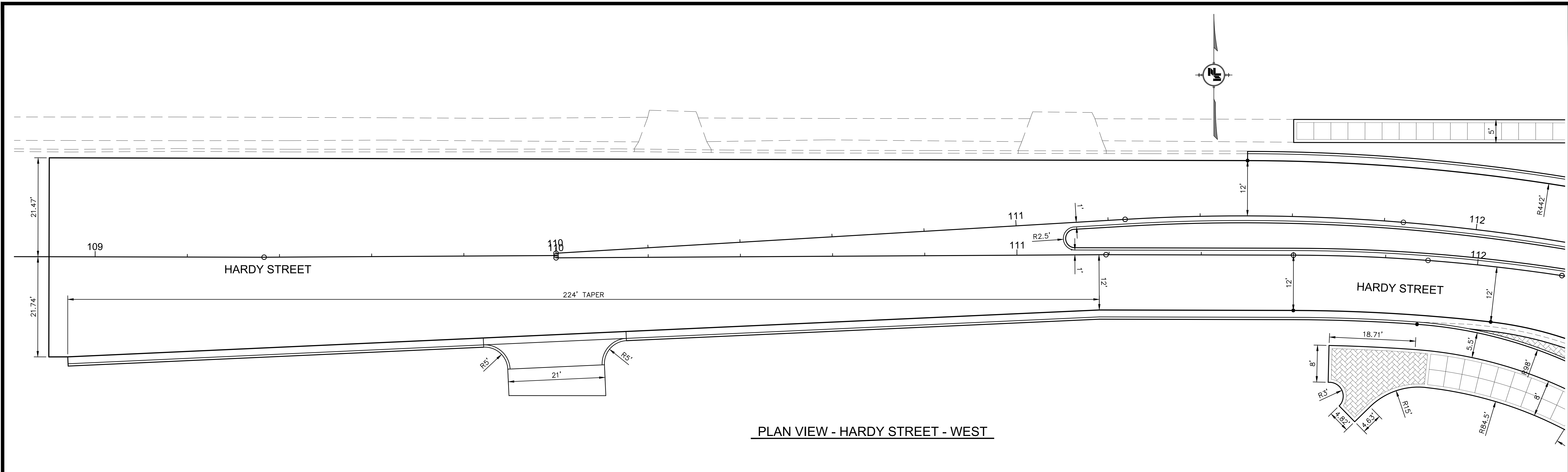
NEEL-SCHAFFER
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WORKING NUMBER:	DRAWING NUMBER:
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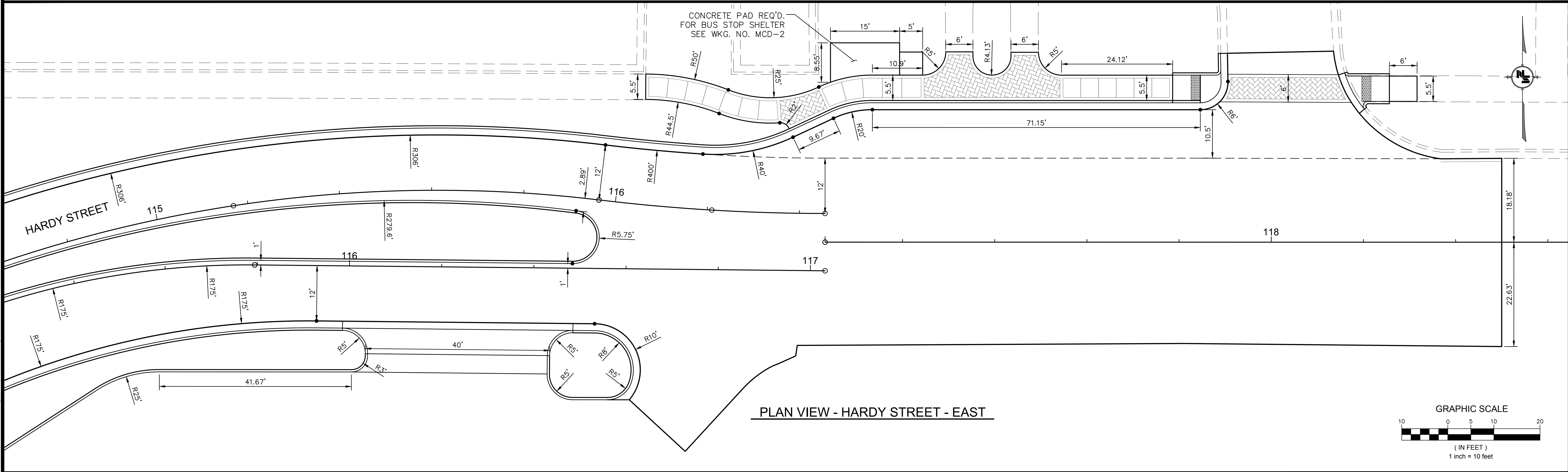


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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 14915.001					
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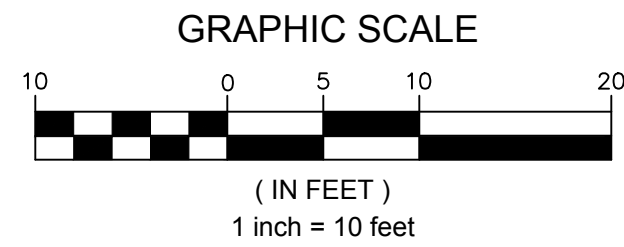
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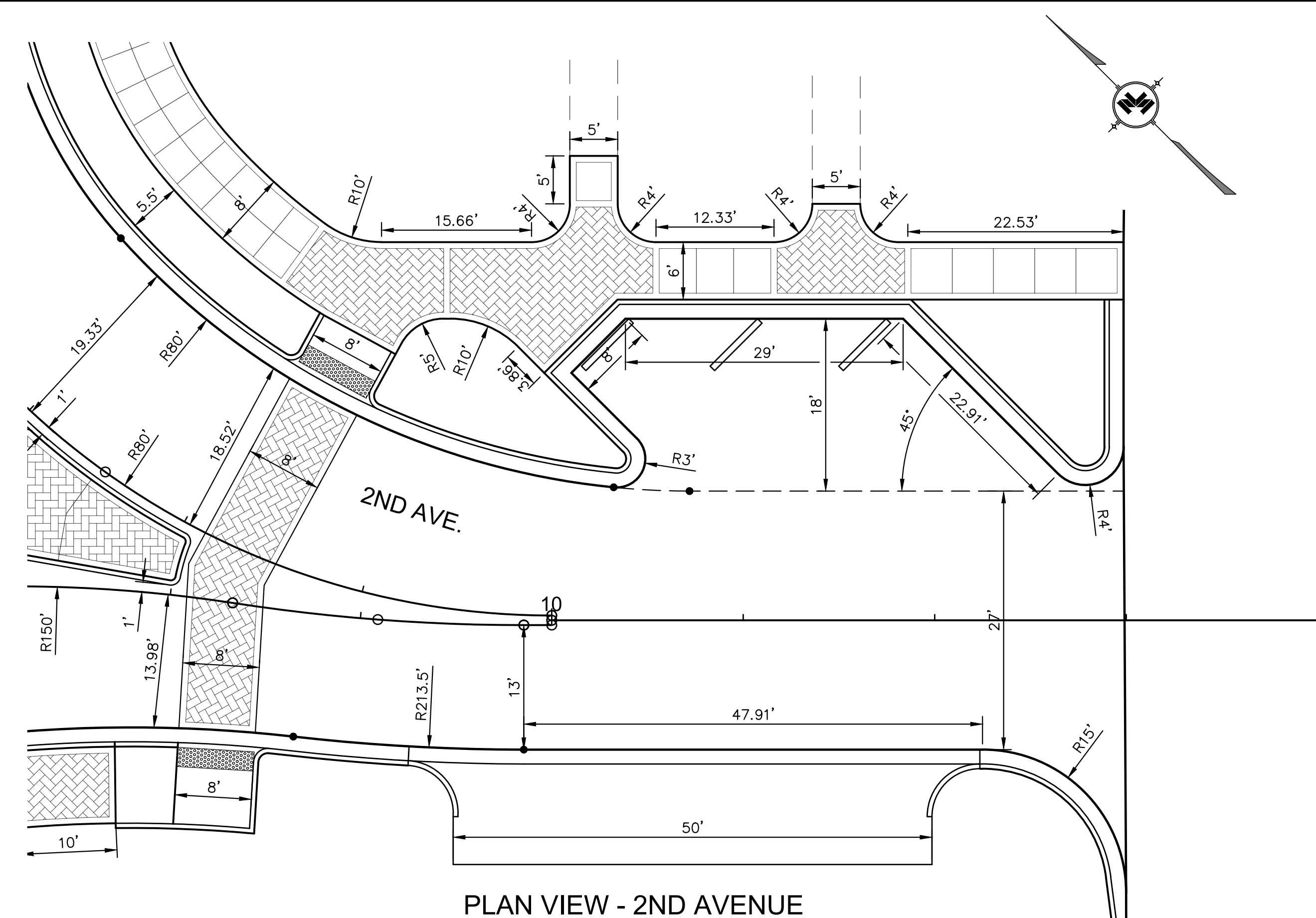
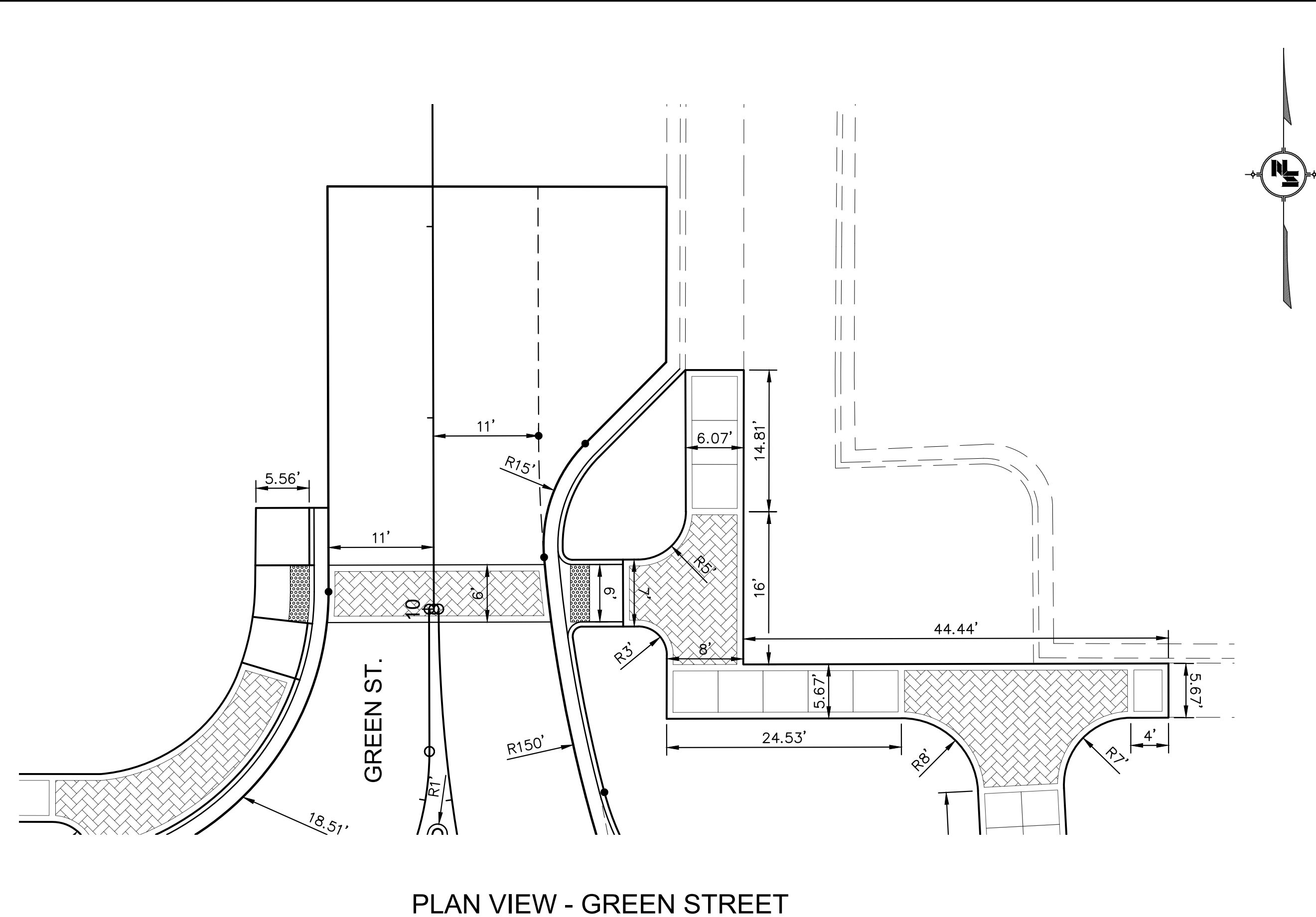
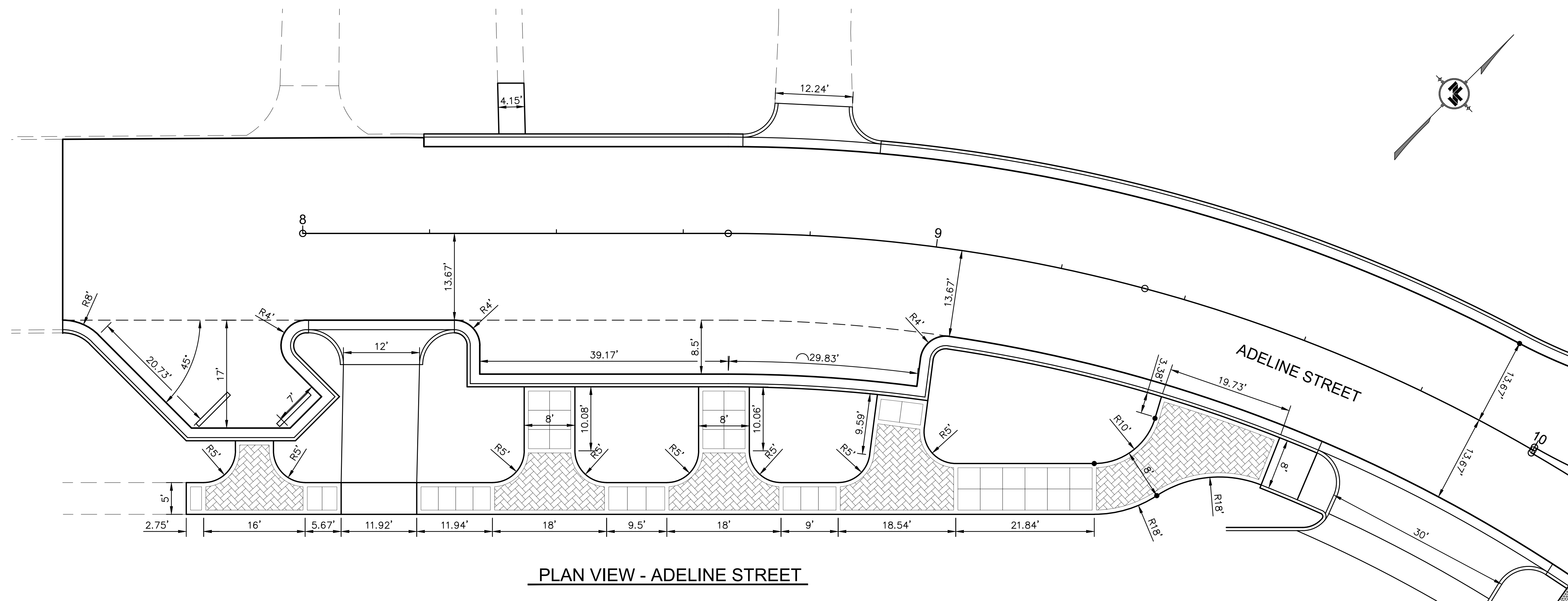
PLAN VIEW - HARDY STREET - WEST



PLAN VIEW - HARDY STREET - EAST



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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 14915.001					
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					QA/QC:	DATE:				
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NO.	DATE	BY	DESCRIPTION

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FILENAME: 14915_interDet.dwg
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DRWN: CRH DATE: 05/2020
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QA/QC: DATE:

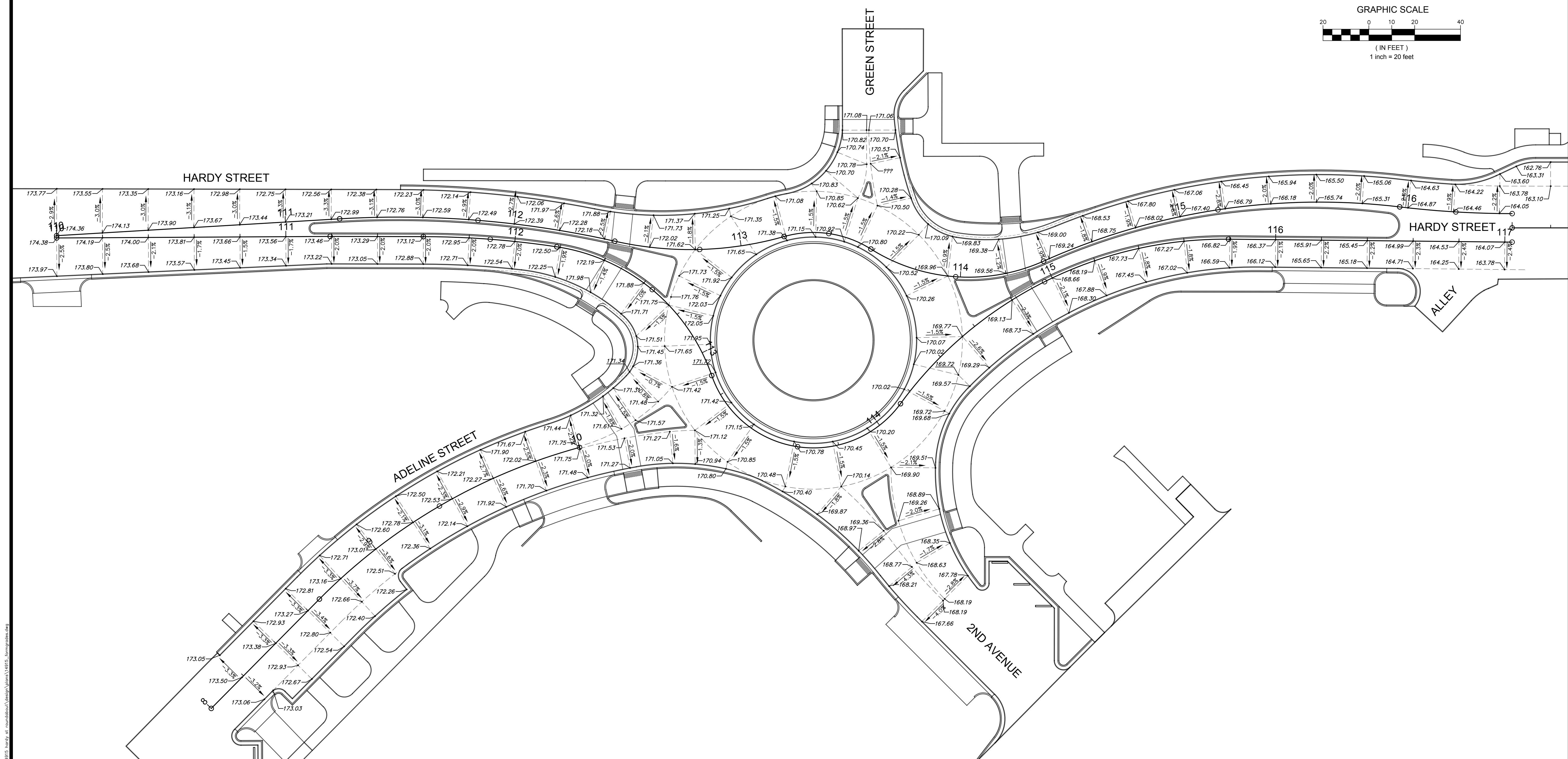
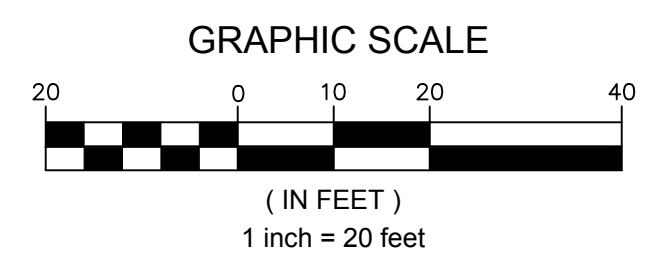
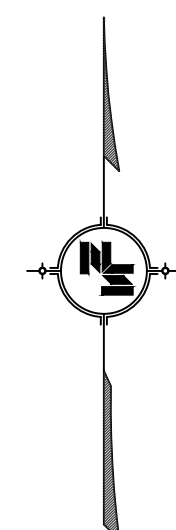
HARDY STREET ROUNDABOUT PROJECT
AT 2ND AVENUE / GREEN STREET / ADELINE STREET
FEDERAL AID PROJECT NO.
STP-0210-00(037) LPA / 108081-701000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



INTERSECTION DETAIL
ADELINE STREET, GREEN STREET
AND 2ND AVENUE

WORKING NUMBER:
ID-3

DRAWING NUMBER:
22



NOTICE TO DRAWING HOLDER

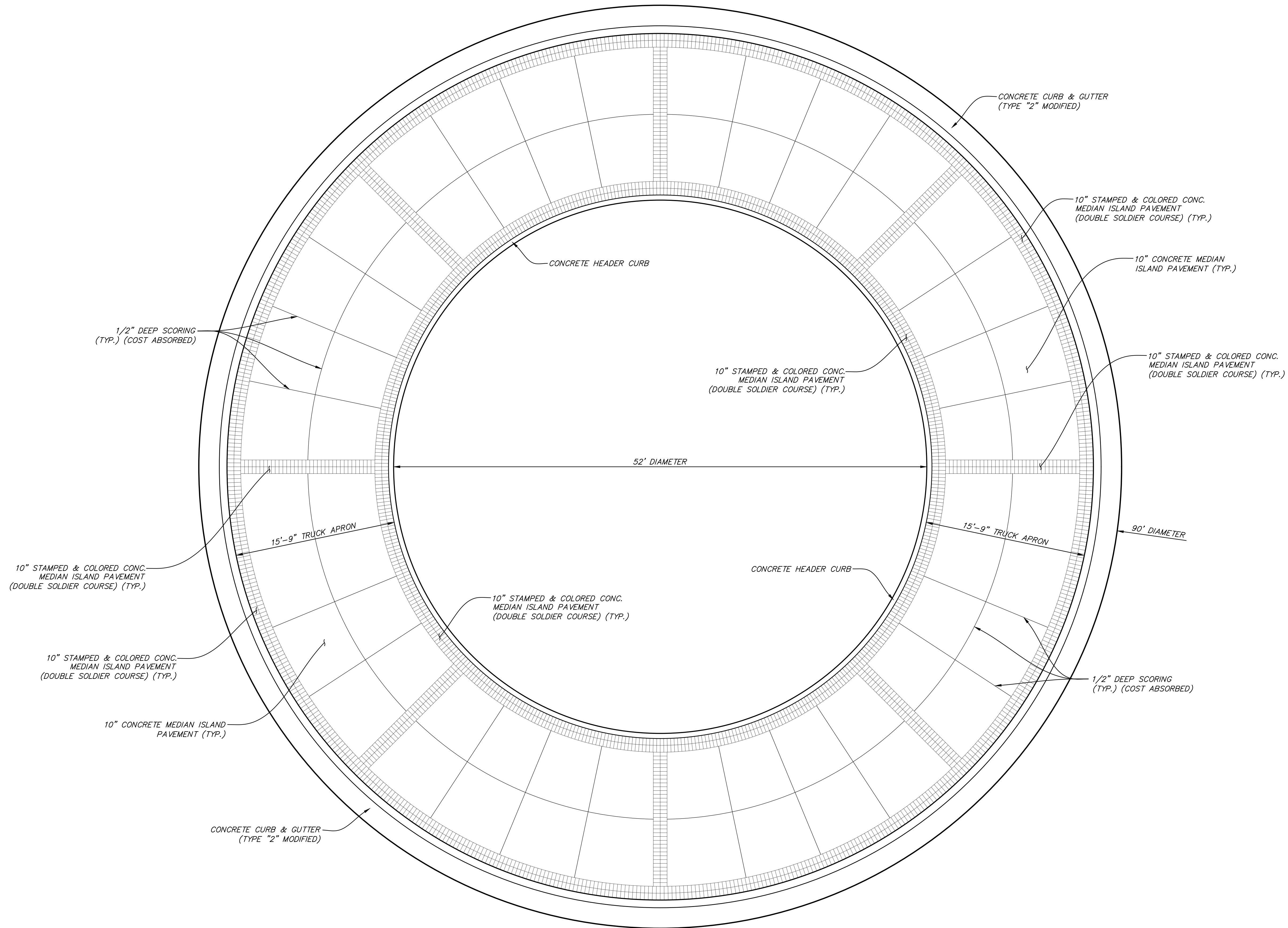
NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION 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	

HARDY STREET ROUNDABOUT PROJECT
AT 2ND AVENUE / GREEN STREET / ADELINE STREET
FEDERAL AID PROJECT NO.
STP-0210-00(037) LPA / 108081-701000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

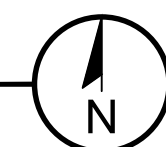
FORM GRADES ROUNDABOUT	
WORKING NUMBER:	DRAWING NUMBER:
FG-1	23

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ROUNDBABOUT - CENTRAL ISLAND DETAIL

SCALE: 1" = 5'



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REVISIONS			DRAWING INFORMATION	
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			SCALE: AS SHOWN	
			SURVEYED BY:	
			DSGN: GPC	DATE: 05/2020
			DRWN: CRH	DATE: 05/2020
			CHKD:	DATE:
			QA/QC:	DATE:

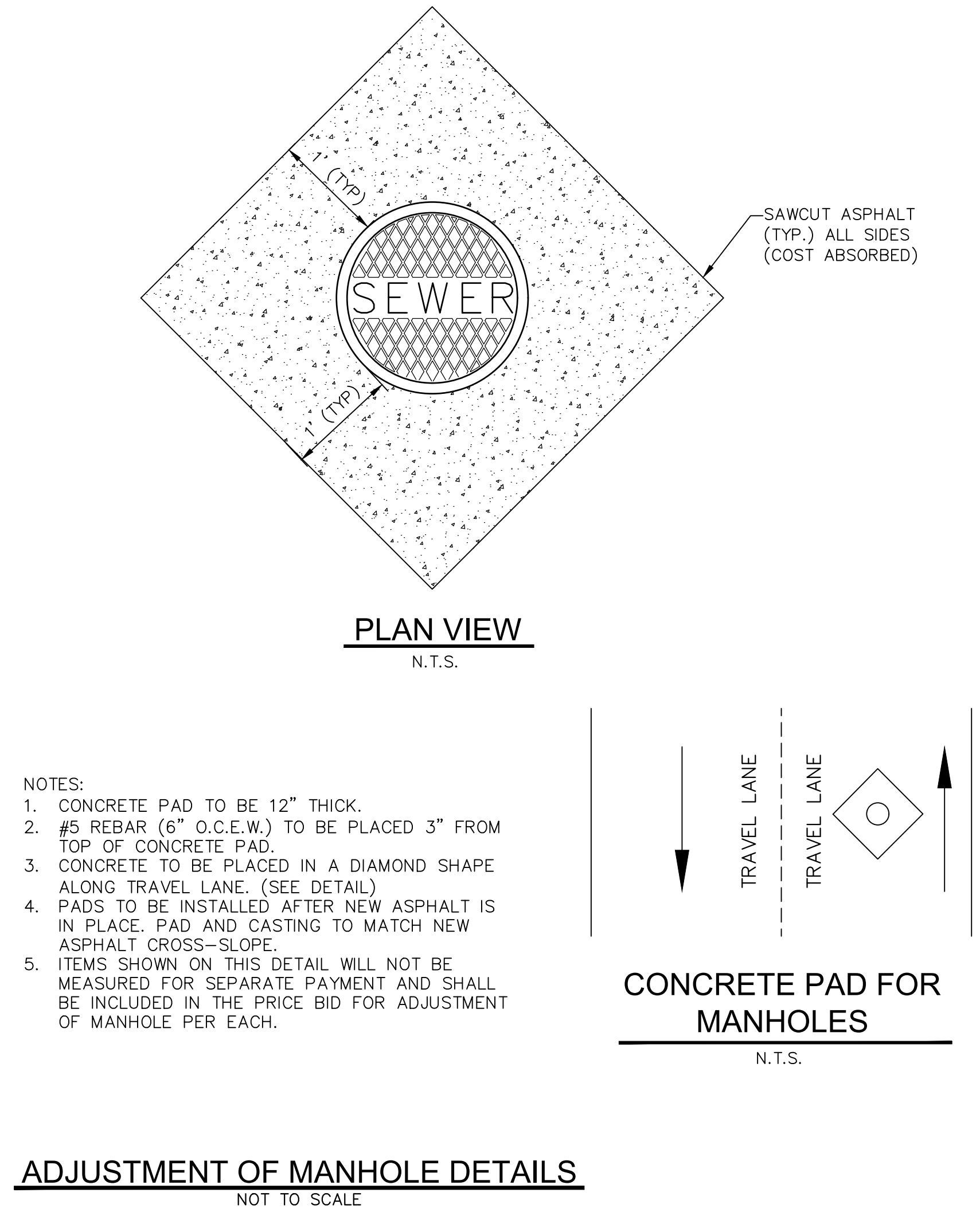
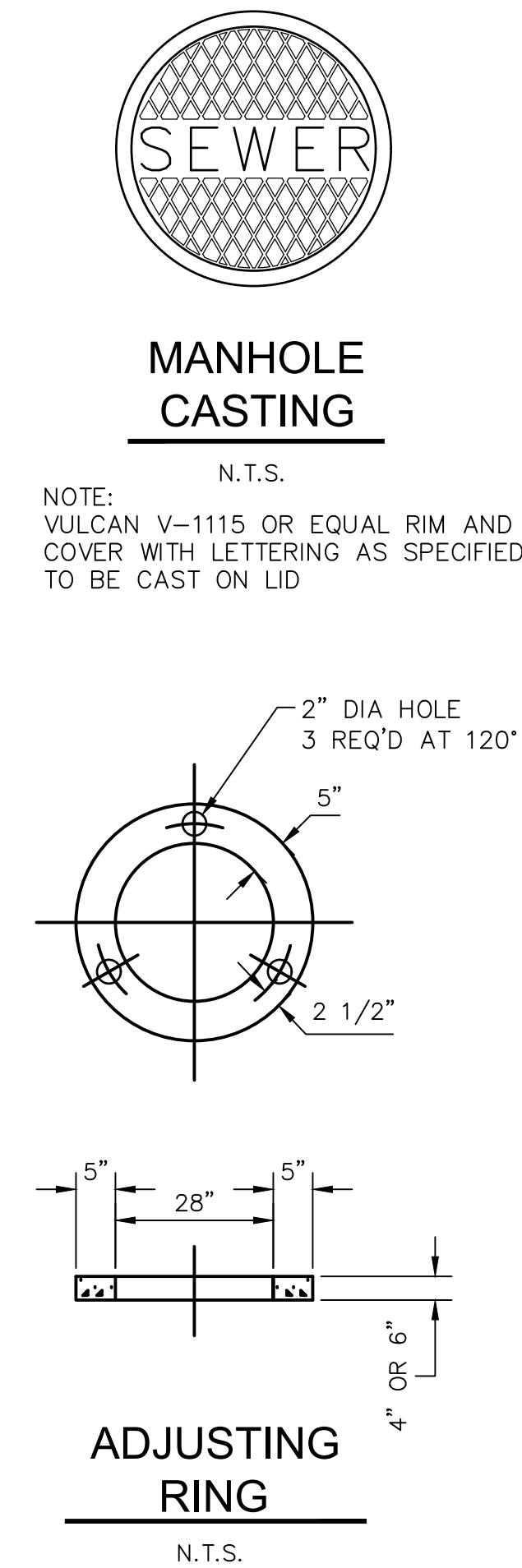
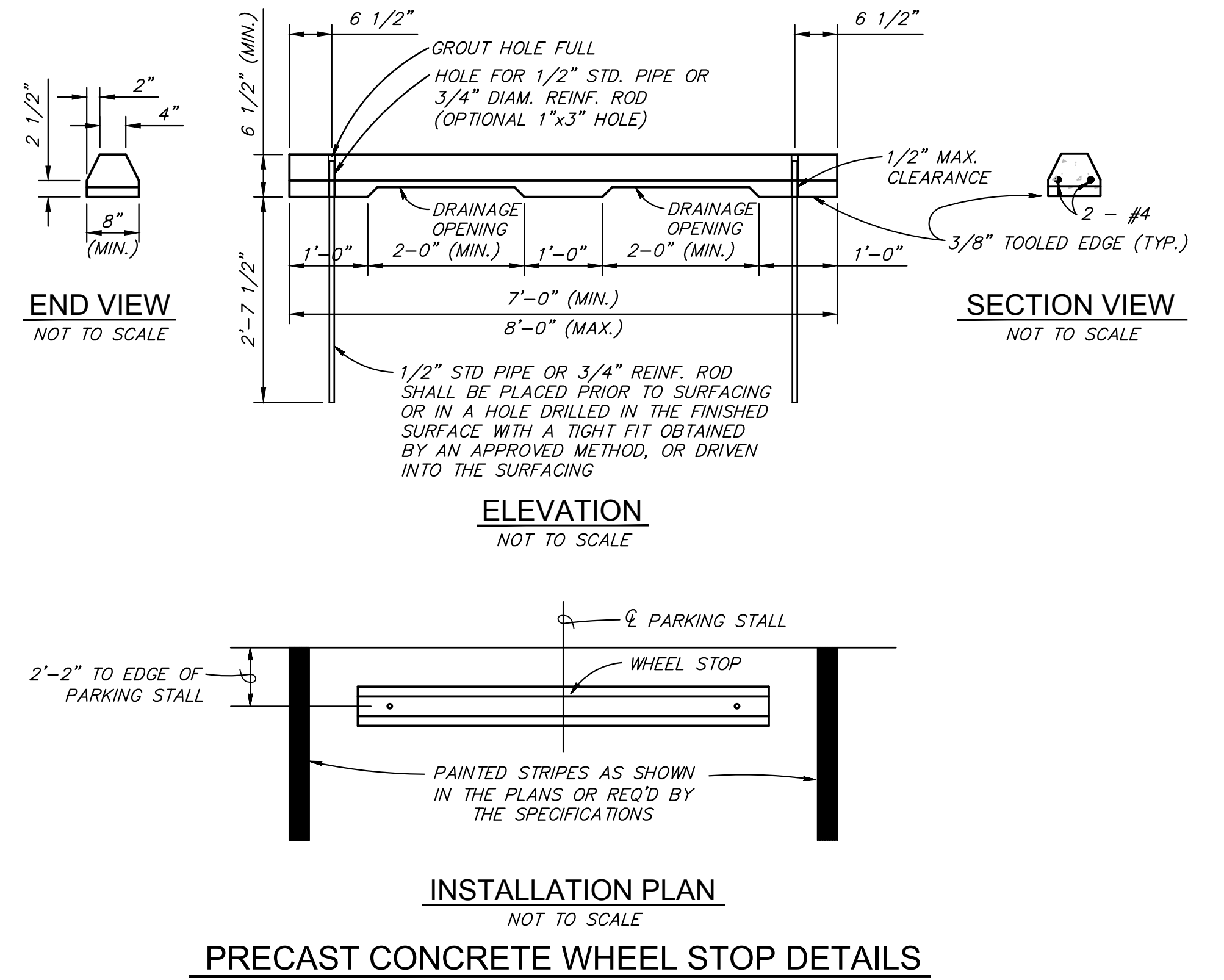
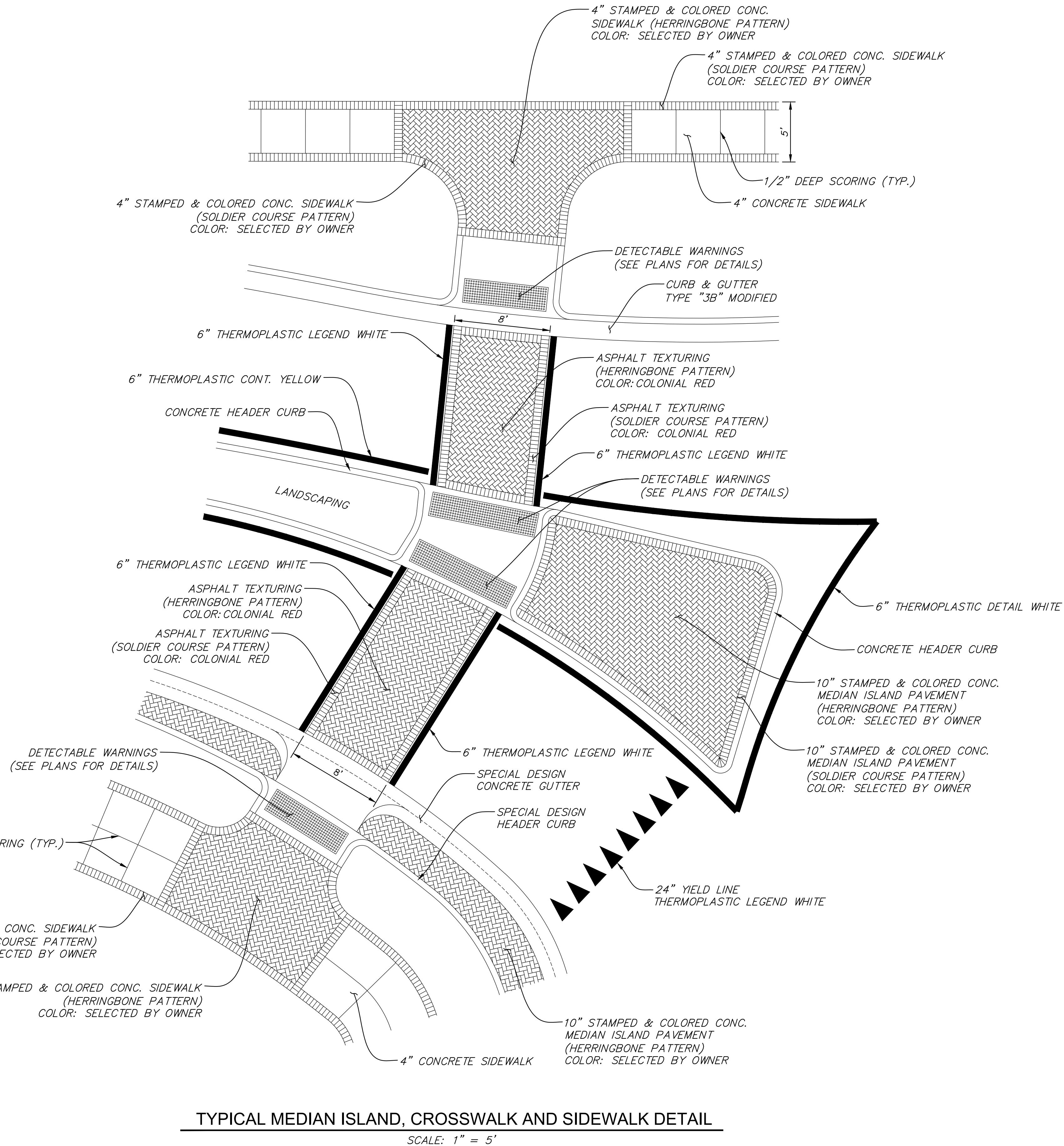
HARDY STREET ROUNDBABOUT PROJECT
AT 2ND AVENUE / GREEN STREET / ADELINE STREET
FEDERAL AID PROJECT NO.
STP-0210-00(037) LPA / 108081-701000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



CENTRAL ISLAND DETAILS

WORKING NUMBER:
CID-1

DRAWING NUMBER:
25



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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 14915.001	
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				SURVEYED BY:	
				DSGN: GPC	DATE: 05/2020
				DRWN: CRH	DATE: 05/2020
				CHKD:	DATE:
				QA/QC:	DATE:

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HARDY STREET ROUNDABOUT PROJECT
AT 2ND AVENUE / GREEN STREET / ADELIN STREET
FEDERAL AID PROJECT NO.
STP-0210-00(037) LPA / 108081-701000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



Solutions you can build upon

MISCELLANEOUS CONSTRUCTION DETAILS	
WORKING NUMBER:	DRAWING NUMBER:
MCD-1	26



1. CONTRACTOR TO REMOVE AND RELOCATE EXISTING BUS STOP SHELTER AND APPURTENANCES. REF. WKG. NO. DEMO-1 FOR LOCATION OF EXISTING BUS STOP.
2. ANCHOR BOLTS SHALL BE PROVIDED AND INSTALLED TO ANCHOR RELOCATED SHELTER AND ALL APPURTENANCES TO NEW CONCRETE PAD. ANCHOR BOLTS SHALL MATCH EXISTING SIZES.
3. CONCRETE PAD SHALL BE PAID AS CONCRETE SIDEWALK, WITH REINFORCEMENT.
4. ALL COST ASSOCIATED WITH REMOVAL AND RELOCATION OF BUS STOP SHELTER AND APPURTENANCES AS SHOWN SHALL COST ABSORBED INTO OTHER ITEMS OF WORK.



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REVISONS				DRAWING INFORMATION	
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				DRWN: CRH	DATE: 05/2020
				CHKD:	DATE:
				QA /QC:	DATE:

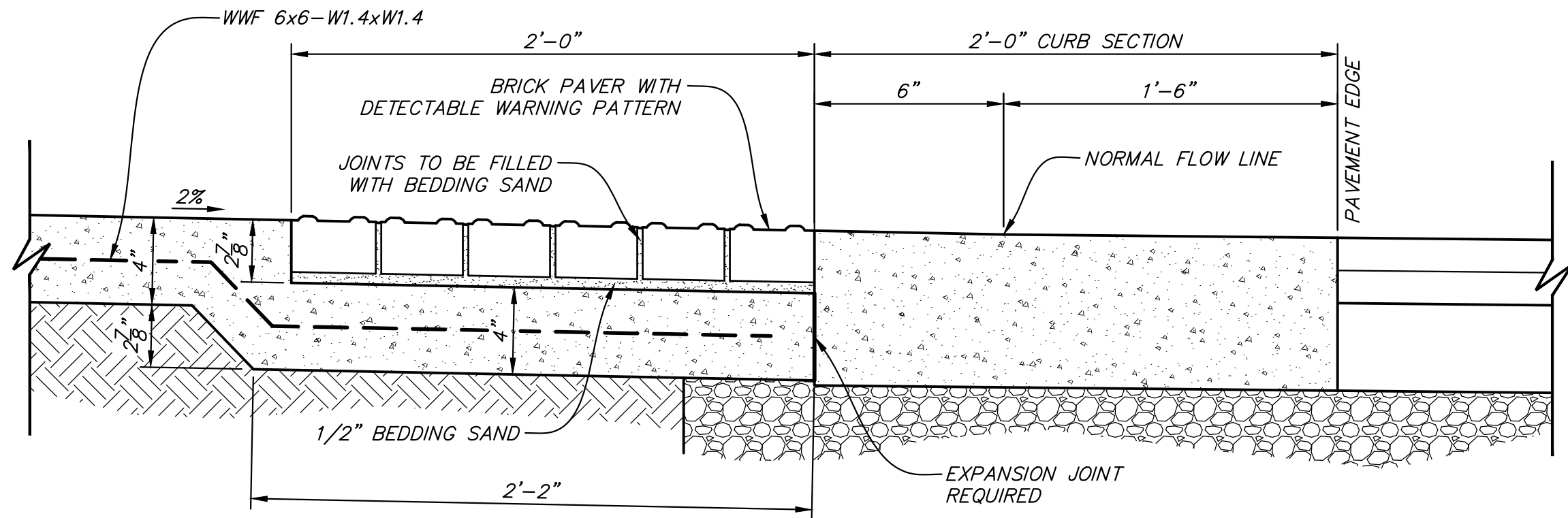
HARDY STREET ROUNDABOUT PROJECT
AT 2ND AVENUE / GREEN STREET / ADELINE STREET
FEDERAL AID PROJECT NO.
STP-0210-00(037) LPA / 108081-701000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



MISCELLANEOUS CONSTRUCTION DETAILS

WORKING NUMBER:
MCD-2

DRAWING NUMBER:
27

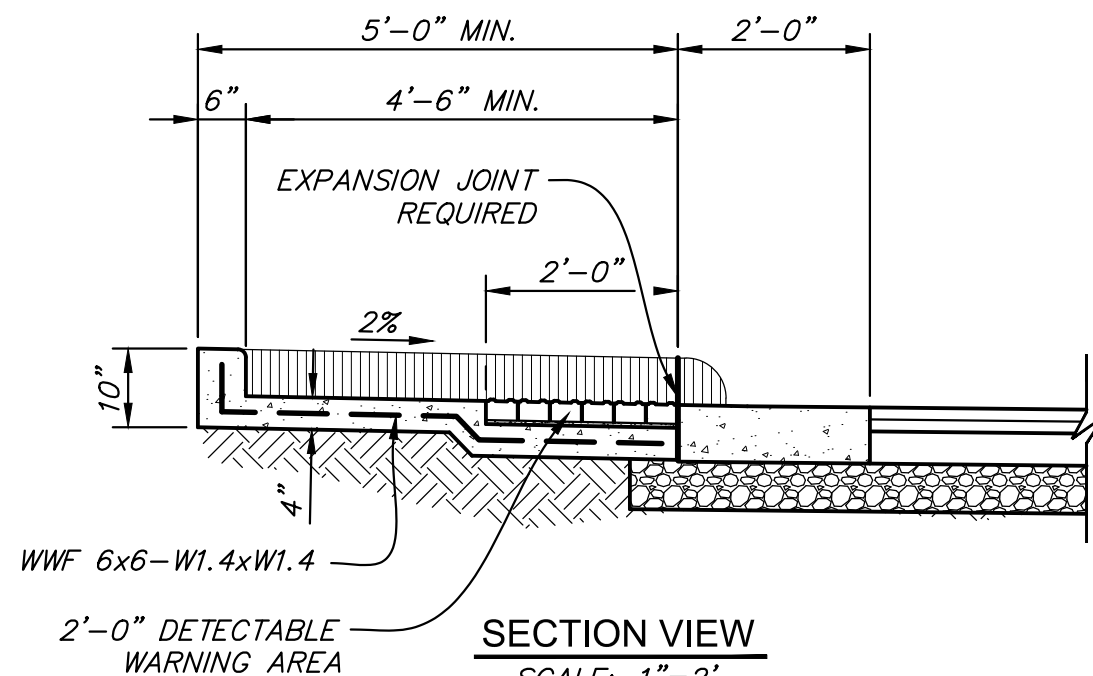


BRICK PAVER DETECTABLE WARNING DETAIL

DETECTABLE WARNINGS NOTE:

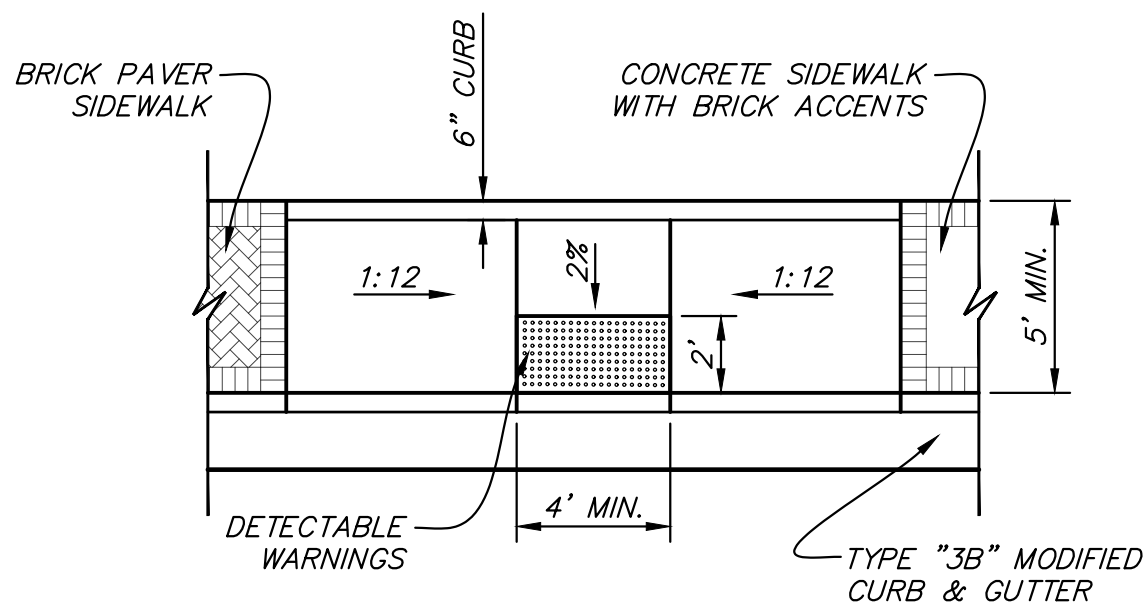
BRICK PAVERS FOR DETECTABLE WARNINGS SHALL BE "PAVESTONE" DETECTABLE WARNING PAVERS" OR APPROVED EQUAL. COLOR TO BE SELECTED BY "OWNER" FROM STANDARD AVAILABLE COLORS. PAYMENT WILL BE MADE UNDER PAY ITEM 907-611-B001 "BRICK PAVERS, DETECTABLE WARNING" - PER SQ. FT.

N.T.S.



SECTION VIEW

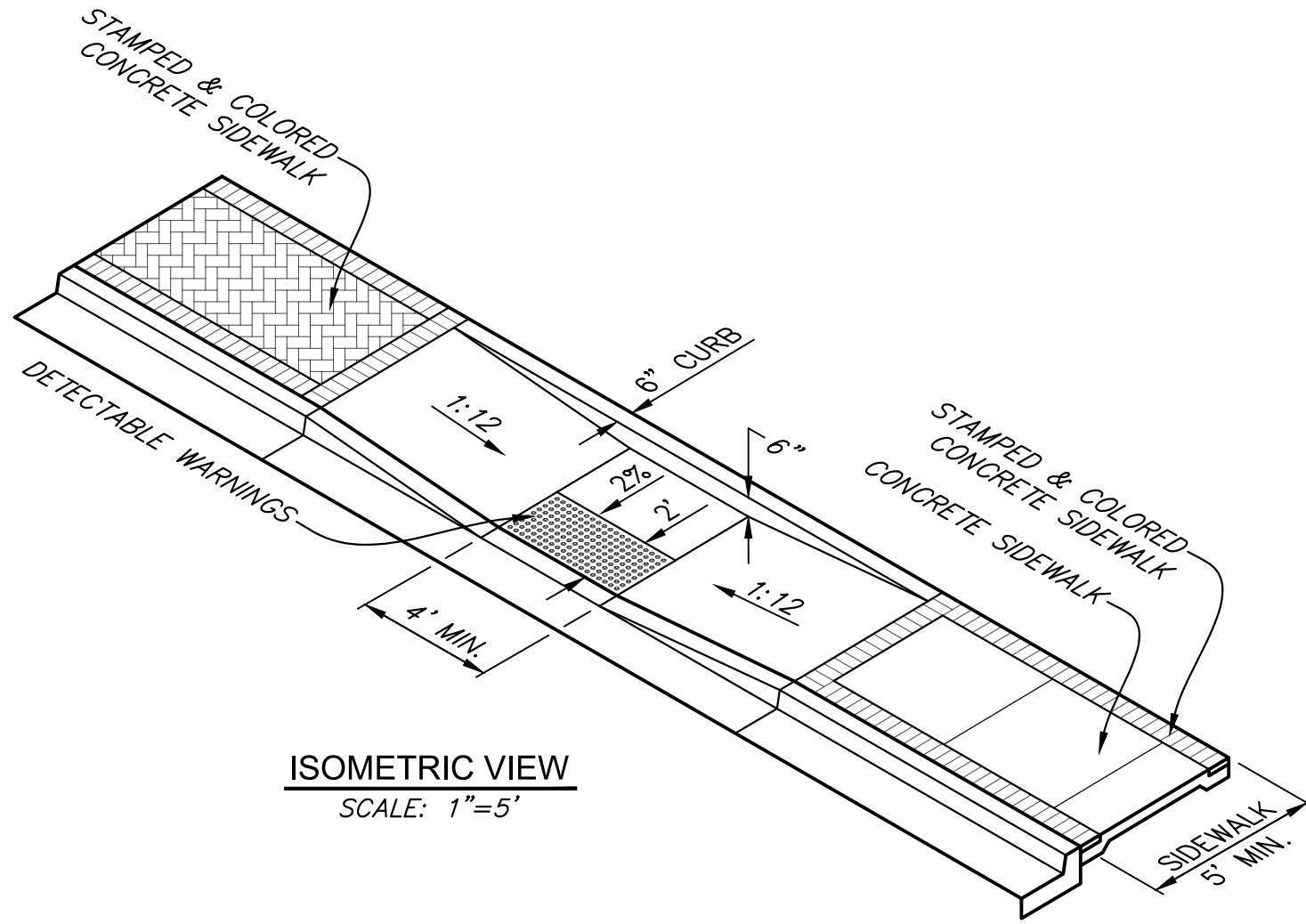
SCALE: 1"=2'



PLAN VIEW

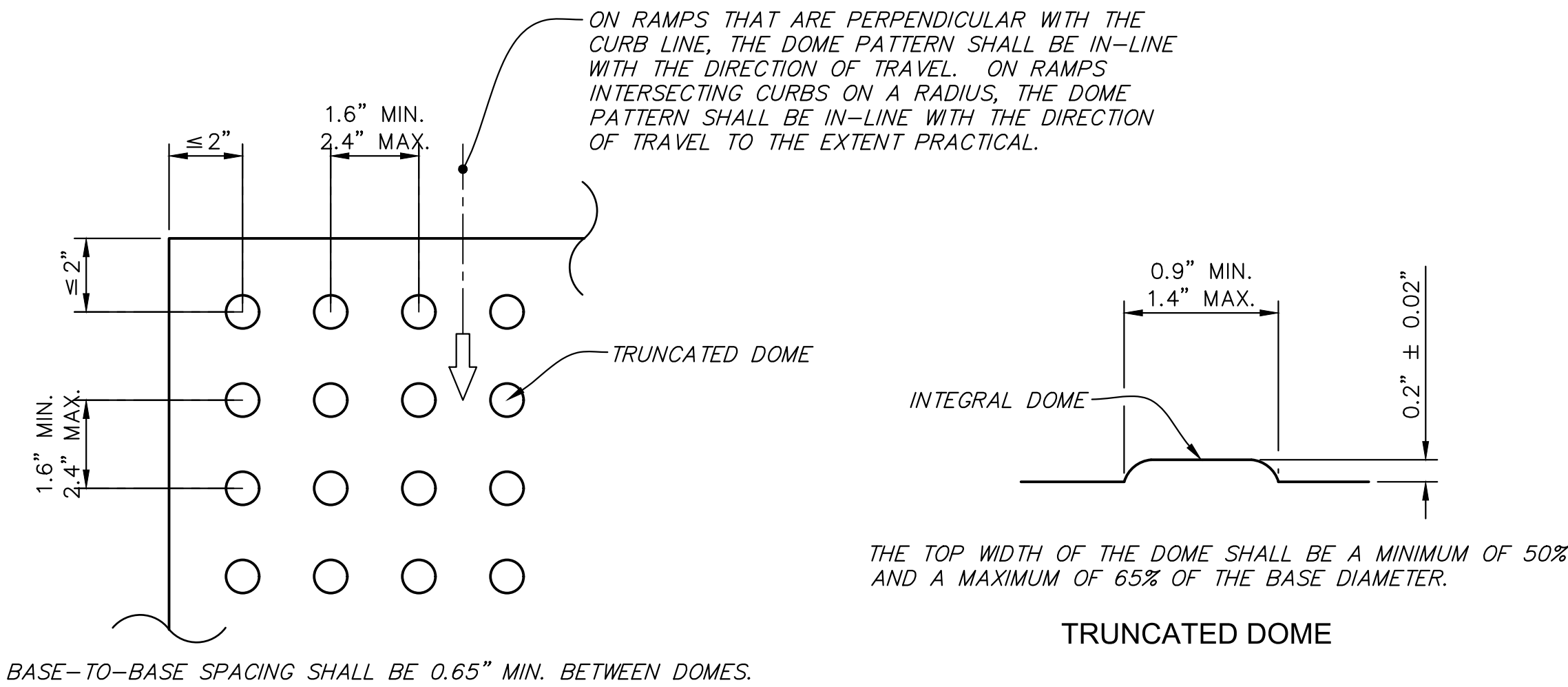
SCALE: 1"=5'

PARALLEL TYPE CURB CUT RAMP DETAILS



ISOMETRIC VIEW

SCALE: 1"=5'

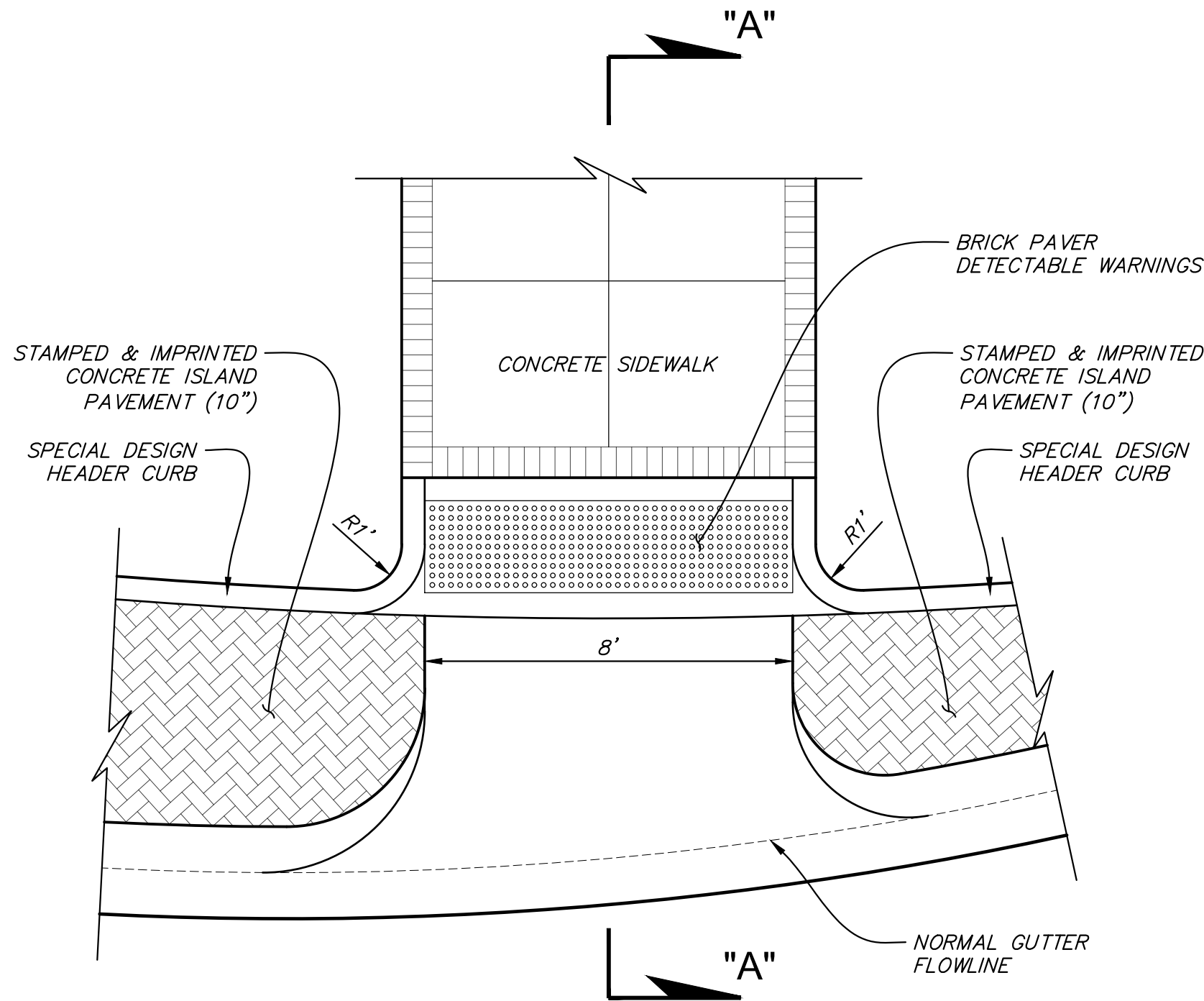


PLAN VIEW

ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 2 FEET (24 INCHES) FROM THE BACK OF CURB.

CURB RAMP DETECTABLE WARNING DETAIL

N.T.S.

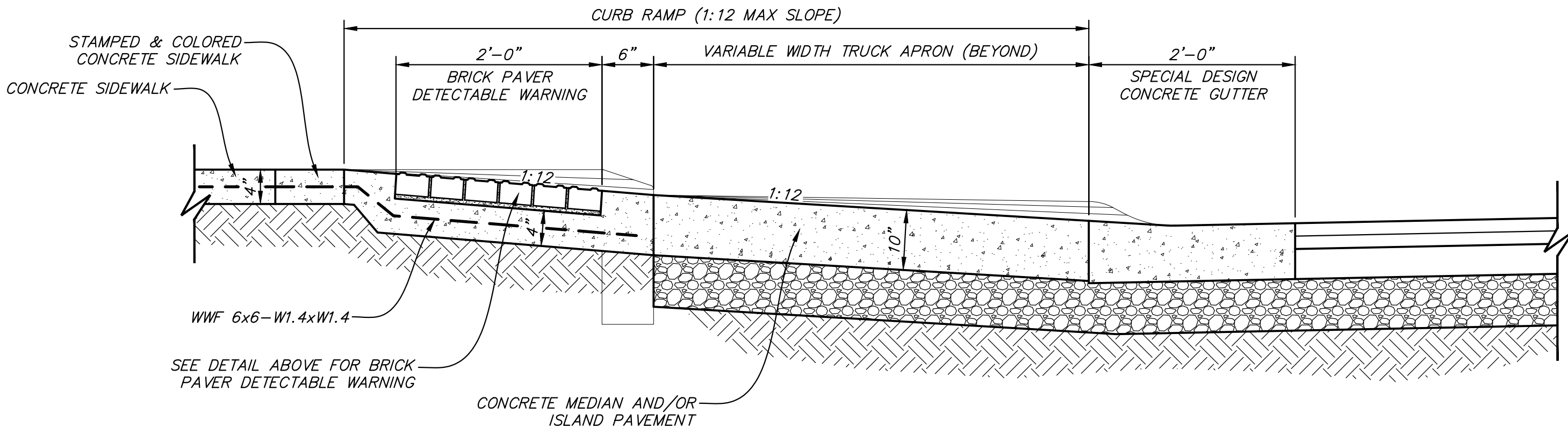


PLAN VIEW

SCALE: 1"=3'

TRUCK APRON - HANDICAP RAMP DETAILS

AS SHOWN



SECTION "A-A"

N.T.S.

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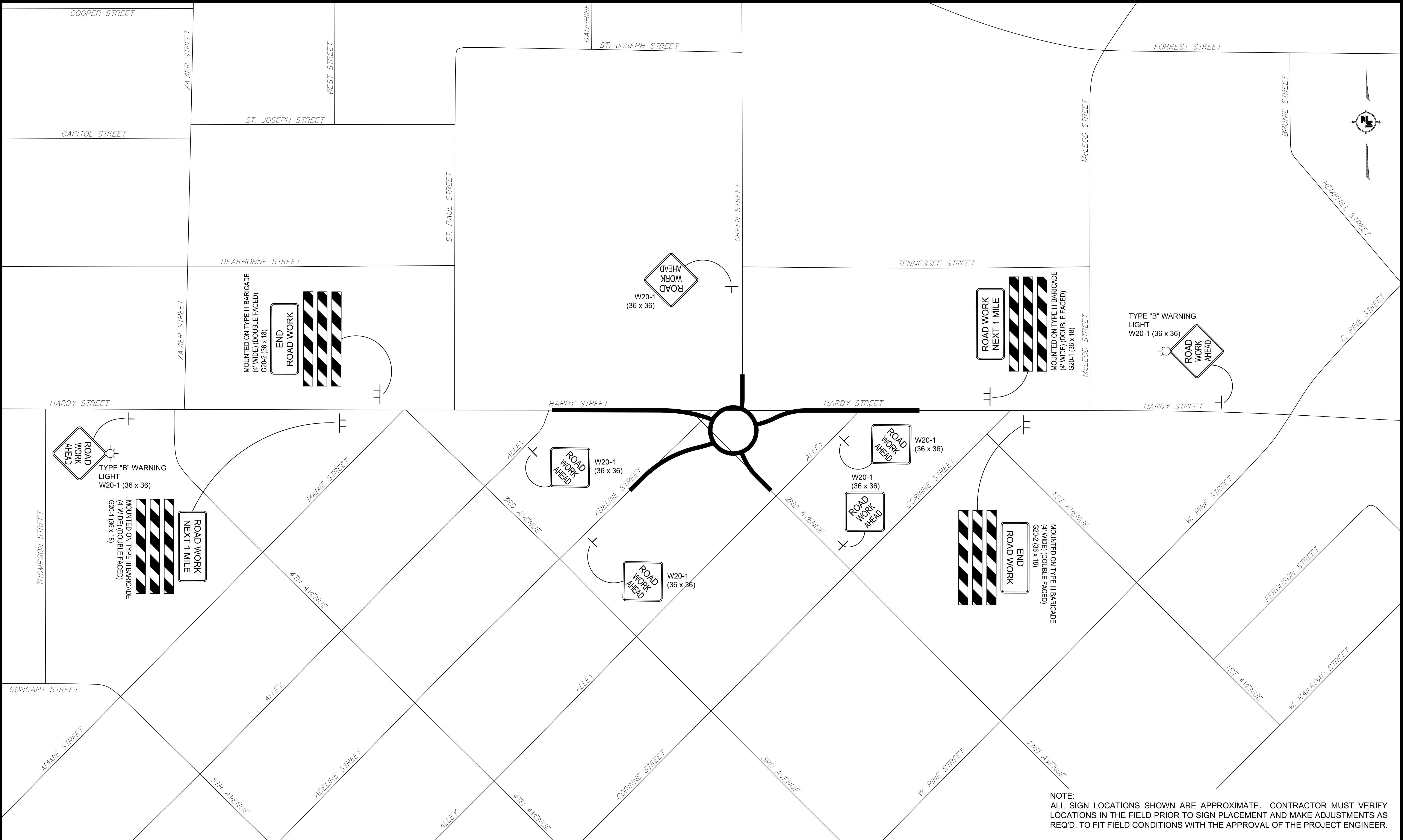
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				DSGN: GPC	DATE: 05/2020
				DRWN: CRH	DATE: 05/2020
				CHKD:	DATE:
				QA/QC:	DATE:

HARDY STREET ROUNDABOUT PROJECT
AT 2ND AVENUE / GREEN STREET / ADELIN STREET
FEDERAL AID PROJECT NO.
STP-0210-00(037) LPA / 108081-701000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

CURB-CUT RAMP AND DETECTABLE WARNING DETAILS	
WORKING NUMBER: SDCCR-1	DRAWING NUMBER: 28

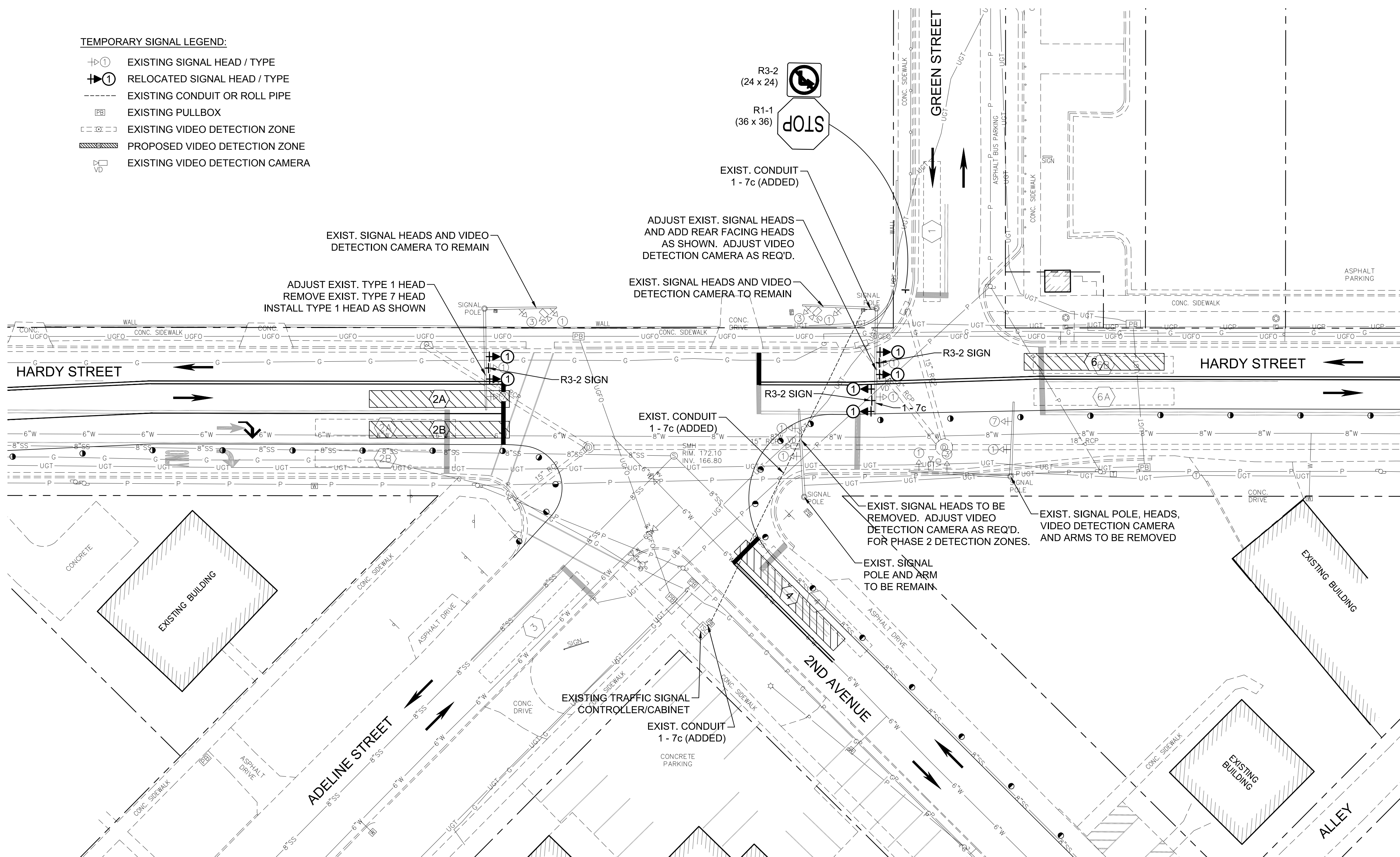
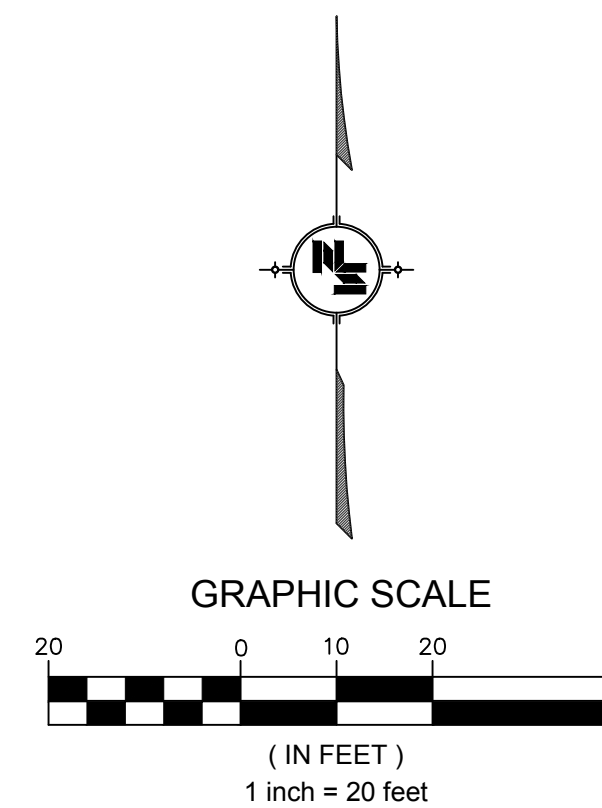


NOTE:
ALL SIGN LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR MUST VERIFY LOCATIONS IN THE FIELD PRIOR TO SIGN PLACEMENT AND MAKE ADJUSTMENTS AS REQ'D. TO FIT FIELD CONDITIONS WITH THE APPROVAL OF THE PROJECT ENGINEER.

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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 14915.001				WORKING NUMBER:	DRAWING NUMBER:
					FILENAME: 14915_CS-1.dwg					
					SCALE: NOT TO SCALE					
					SURVEYED BY:					
					DSGN: GPC	DATE: 05/2020				
					DRWN: CRH	DATE: 05/2020				
					CHKD:	DATE:				
					QA/QC:	DATE:				

TEMPORARY SIGNAL LEGEND:

- ① EXISTING SIGNAL HEAD / TYPE
➡① RELOCATED SIGNAL HEAD / TYPE
----- EXISTING CONDUIT OR ROLL PIPE
[PB] EXISTING PULLBOX
[] EXISTING VIDEO DETECTION ZONE
[] PROPOSED VIDEO DETECTION ZONE
[V] EXISTING VIDEO DETECTION CAMERA



EXISTING SIGNAL PHASING

ø1	ø2	ø3	ø4
N/A		N/A	N/A
ø5	ø6	ø7	ø8

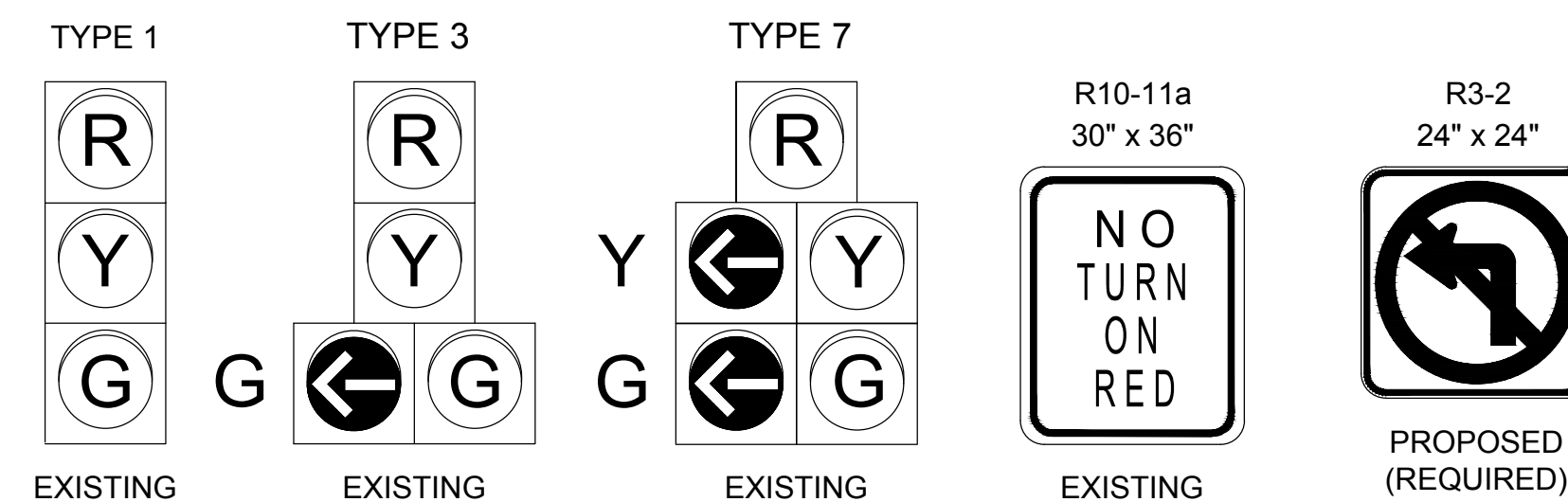
PROPOSED SIGNAL PHASING

N/A			
ø1	ø2	ø3	ø4
N/A		N/A	N/A
ø5	ø6	ø7	ø8

TEMPORARY TRAFFIC SIGNAL NOTES:

- ALL EQUIPMENT REQUIRED FOR THE TEMPORARY TRAFFIC SIGNAL SHALL BE FURNISHED BY THE CONTRACTOR AND PAID UNDER PAY ITEM 619-H001 WHICH INCLUDES ALL EQUIPMENT NECESSARY TO MODIFY AND OPERATE A FULLY FUNCTIONAL TRAFFIC SIGNAL (HEADS, SIGNS, CAMERAS, CABLE, CONDUIT, ETC.). THE EXISTING TRAFFIC SIGNAL CONTROLLER/CABINET SHALL BE MAINTAINED AND USED UNTIL THE SIGNAL IS NO LONGER REQUIRED TO MAINTAIN TRAFFIC CONTROL. PAY ITEM 619-H001 ALSO INCLUDES ALL COST ASSOCIATED WITH THE REMOVAL OF TEMPORARY TRAFFIC SIGNAL ITEMS.
- CONTRACTOR SHALL KEEP ALL EXISTING TRAFFIC SIGNAL COMPONENTS OPERATIONAL AND AVOID DAMAGING EXISTING POLES, HEADS, CAMERAS, PULLBOXES, WIRING, ETC. DURING TRAFFIC CONTROL PHASES I & II OF CONSTRUCTION AS SHOWN ON WKG. NOS. TC-1 AND TC-2.
- RELOCATED SIGNAL HEADS REQUIRING NEW CABLE SHALL HAVE ITS OWN CABLE FROM THE EXISTING CONTROLLER CABINET TO THE SIGNAL HEAD. THE TRAFFIC SIGNAL SHALL REMAIN IN OPERATION DURING THE SIGNAL HEAD RELOCATIONS.
- THE CONTRACTOR SHALL NOT MODIFY TEMPORARY SIGNAL HEADS DURING PEAK HOURS.
- REFERENCE WKG. NO. TC-1 AND TC-2 FOR TEMPORARY PAVEMENT MARKINGS AND WORKZONE DETAILS.
- ALL REMOVED TRAFFIC SIGNAL EQUIPMENT SHALL REMAIN THE PROPERTY OF AND BE SALVAGED TO THE OWNER. CONTRACTOR SHALL COORDINATE STORAGE AND DELIVERY OF ITEMS TO THE CITY.

TRAFFIC SIGNAL HEADS & SIGNS:



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AT 2ND AVENUE / GREEN STREET / ADELINE STREET
FEDERAL AID PROJECT NO.
STP-0210-00(037) LPA / 108081-701000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



TEMPORARY TRAFFIC SIGNAL PLAN
HARDY STREET AT 2ND AVE.,
ADELINE ST. AND GREEN ST.

WORKING NUMBER:
TTSI-1

DRAWING NUMBER:
30

TEMPORARY PAVEMENT MARKINGS			
SYMBOL	DESCRIPTION	TYPE	QUANTITY
①	TEMP. TRAFFIC STRIPE (CONT. WHITE)		
②	TEMP. TRAFFIC STRIPE (CONT. YELLOW)		782
③	TEMP. TRAFFIC STRIPE (SKIP WHITE)		
④	TEMP. TRAFFIC STRIPE (SKIP YELLOW)		
⑤	TEMP. TRAFFIC STRIPE WHITE (DETAIL)		80
⑥	TEMP. TRAFFIC STRIPE YELLOW (DETAIL)		658
⑦	TEMP. TRAFFIC STRIPE (LEGEND) (SQ. FT.)		
⑧	TEMP. TRAFFIC STRIPE (LEGEND) (LIN. FT.)		312
⑨	TEMP. REFLECTIVE MARKERS RED/CLEAR		
⑩	TEMP. REFLECTIVE MARKERS TWO-WAY YELLOW		

TRAFFIC CONTROL ITEMS		
SYMBOL	DESCRIPTION	QUANTITY
	BARRICADES TYPE III	1 @ 12', 3 @ 24'
	SIGNS < 10 SQ. FT.	151.00
	SIGNS > 10 SQ. FT.	42.50
	WARNING LIGHT TYPE "B"	
	WARNING LIGHT TYPE "C"	
	PLASTIC DRUMS	72

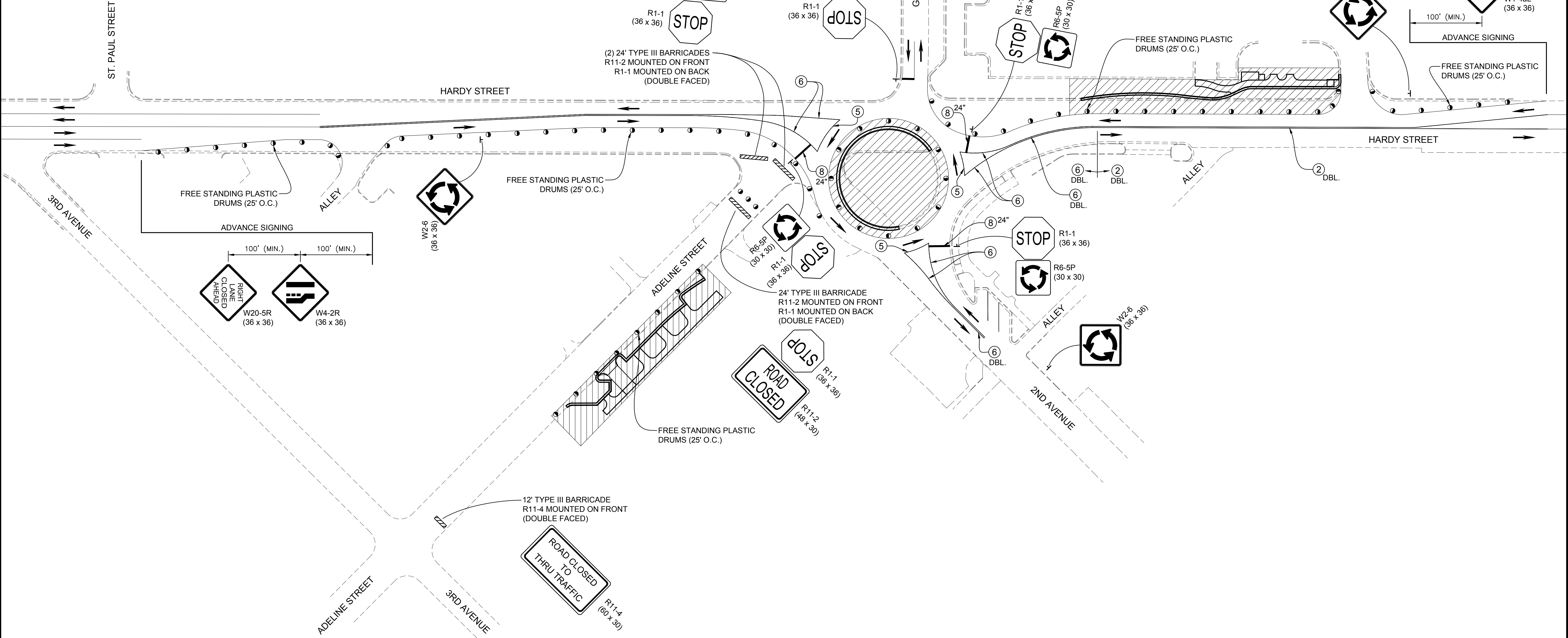
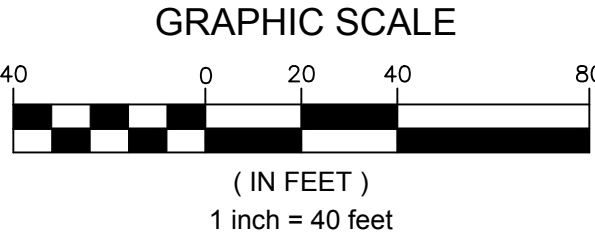
INDICATES WORK ZONE

INDICATES DIRECTION OF TRAFFIC

R1-1 (36x36) ----- 7
R6-5P (30x30) ----- 4
R11-2 (48x30) ----- 3
R11-4 (60x30) ----- 1
W1-4aL (36x36) ----- 1
W2-6 (36x36) ----- 4
W4-2R (36x36) ----- 1
W20-5R (36x36) ----- 1

PHASE III CONSTRUCTION:
SHIFT TRAFFIC ON HARDY STREET & CLOSE ADELINE STREET
CONSTRUCT ROUNDABOUT CENTRAL ISLAND
CONSTRUCT BUS STOP ON NORTH SIDE OF HARDY STREET
CONSTRUCT PARKING ON ADELINE STREET

* TRAFFIC SIGNAL TO BE REMOVED AS REQ'D. DURING THIS PHASE OF CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH THE CITY OF HATTIESBURG TRAFFIC DEPARTMENT AS REQ'D. TO MAINTAIN TRAFFIC.



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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 14915.001			
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					SCALE: AS SHOWN			
					SURVEYED BY:			
					DSGN: GPC	DATE: 05/2020	WORKING NUMBER:	
					DRWN: CRH	DATE: 05/2020	DRAWING NUMBER:	
					CHKD:	DATE:	TC-3	
					QA/QC:	DATE:	33	

TEMPORARY PAVEMENT MARKINGS			
SYMBOL	DESCRIPTION	TYPE	QUANTITY
①	TEMP. TRAFFIC STRIPE (CONT. WHITE)		
②	TEMP. TRAFFIC STRIPE (CONT. YELLOW)		
③	TEMP. TRAFFIC STRIPE (SKIP WHITE)		
④	TEMP. TRAFFIC STRIPE (SKIP YELLOW)		
⑤	TEMP. TRAFFIC STRIPE WHITE (DETAIL)		105
⑥	TEMP. TRAFFIC STRIPE YELLOW (DETAIL)		30
⑦	TEMP. TRAFFIC STRIPE (LEGEND) (SQ. FT.)		60
⑧	TEMP. TRAFFIC STRIPE (LEGEND) (LIN. FT.)		
⑨	TEMP. REFLECTIVE MARKERS RED/CLEAR		
⑩	TEMP. REFLECTIVE MARKERS TWO-WAY YELLOW		

TRAFFIC CONTROL ITEMS		
SYMBOL	DESCRIPTION	QUANTITY
	BARRICADES TYPE III	1012',2018',1024'
	SIGNS < 10 SQ. FT.	150.60
	SIGNS > 10 SQ. FT.	42.50
	WARNING LIGHT TYPE "B"	
	WARNING LIGHT TYPE "C"	
	PLASTIC DRUMS	64

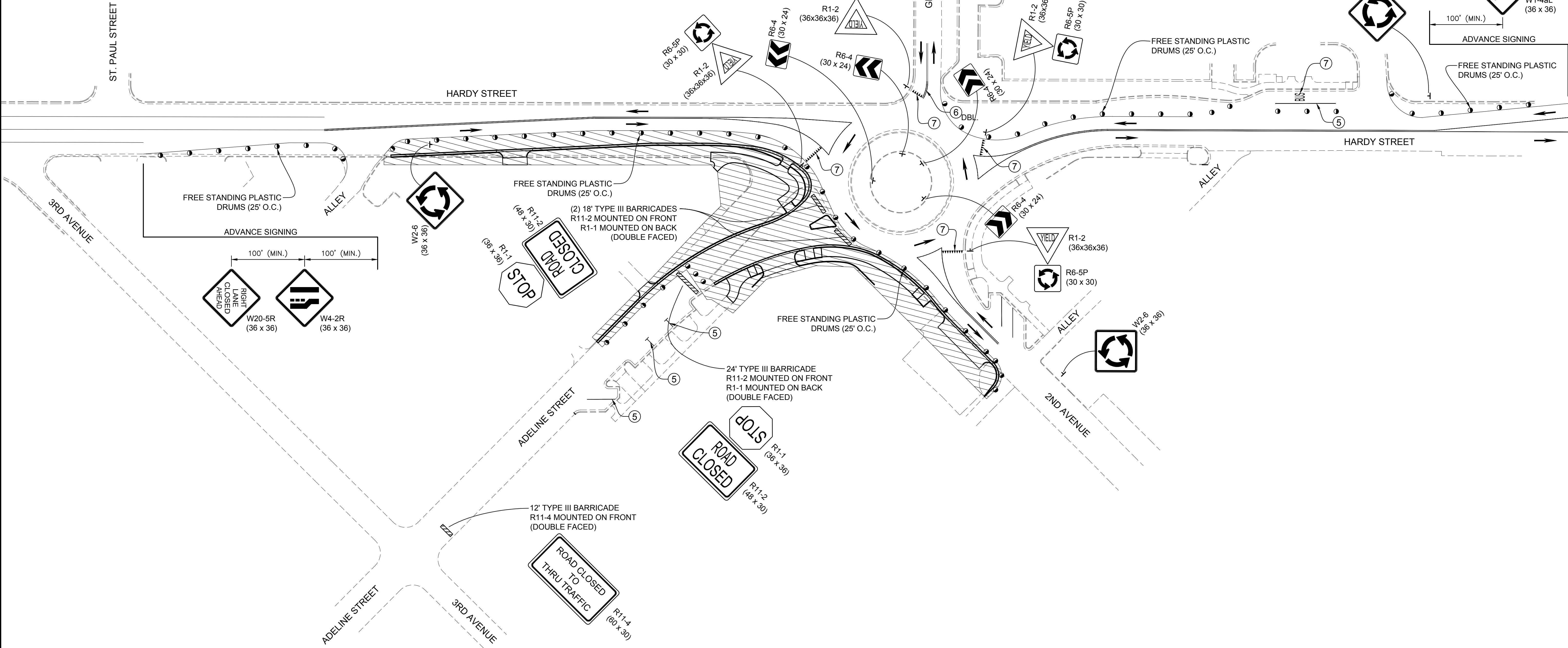
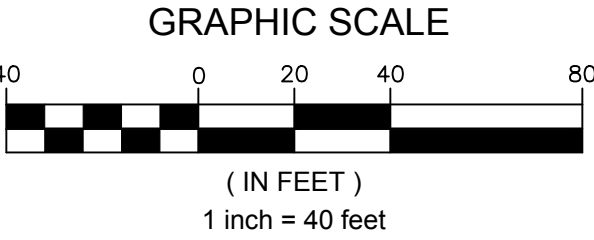
INDICATES WORK ZONE

INDICATES DIRECTION OF TRAFFIC

R1-1 (36x36) ----- 3
R1-2 (36x36x36) ---- 4
R6-4 (30x24) ----- 4
R6-5P (30x30) ----- 4
R11-2 (48x30) ----- 3
R11-4 (60x30) ----- 1
W1-4aL (36x36) ---- 1
W2-6 (36x36) ----- 4
W4-2R (36x36) ----- 1
W20-5R (36x36) ---- 1

PHASE IV CONSTRUCTION:
CONTINUE CLOSURE OF ADELINE STREET TO THRU TRAFFIC
CONSTRUCT ADELINE ST. REALIGNMENT
OPEN NEW BUS STOP FOR BUS PICK-UP / DROP-OFF

* TRAFFIC SIGNAL TO BE REMOVED AS REQ'D. DURING THIS
PHASE OF CONSTRUCTION. CONTRACTOR SHALL
COORDINATE WITH THE CITY OF HATTIESBURG TRAFFIC
DEPARTMENT AS REQ'D. TO MAINTAIN TRAFFIC.



NOTICE TO DRAWING HOLDER

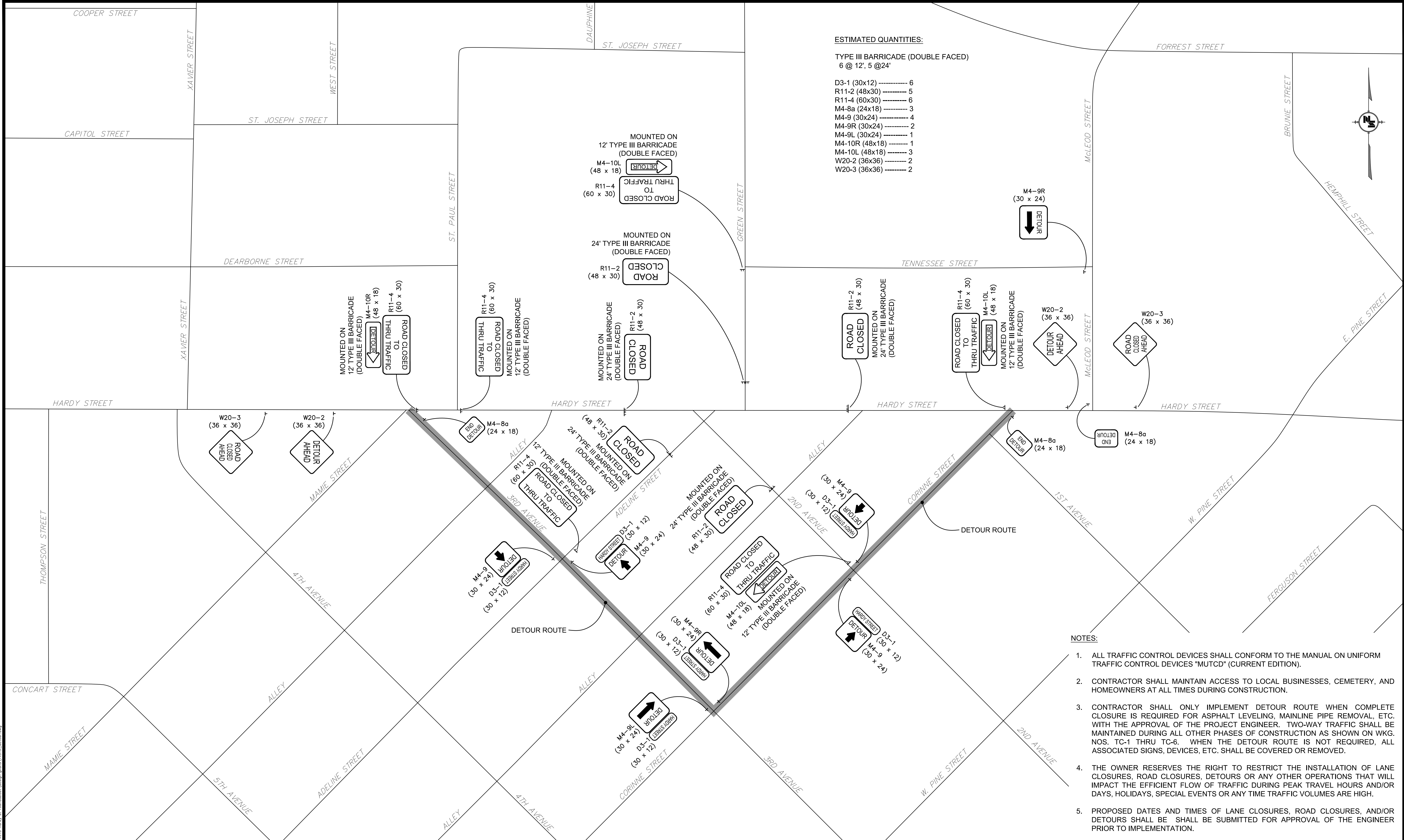
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STP-0210-00(037) LPA / 108081-701000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



TRAFFIC CONTROL PLAN PHASE IV	
WORKING NUMBER: TC-4	DRAWING NUMBER: 34



ESTIMATED QUANTITIES:

TYPE III BARRICADE (DOUBLE FACED)
6 @ 12', 5 @ 24'

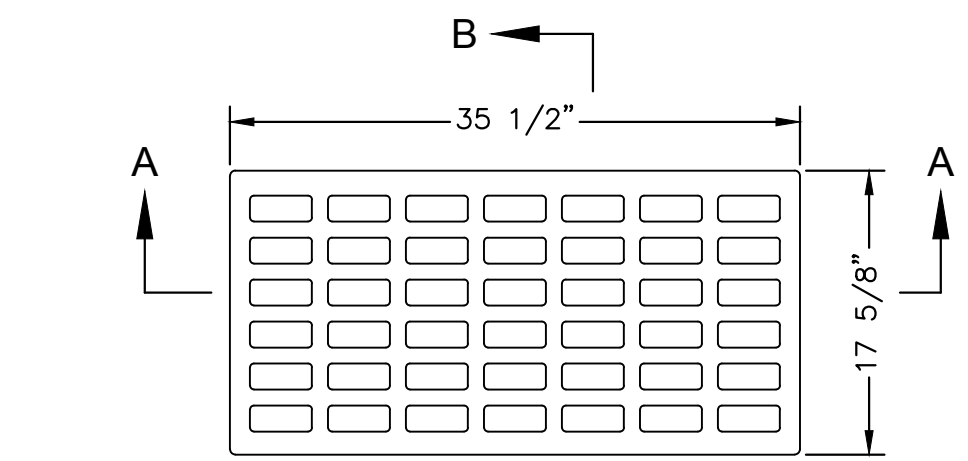
- D3-1 (30x12) ----- 6
- R11-2 (48x30) ----- 5
- R11-4 (60x30) ----- 6
- M4-8a (24x18) ----- 3
- M4-9 (30x24) ----- 4
- M4-9R (30x24) ----- 2
- M4-9L (30x24) ----- 1
- M4-10R (48x18) ----- 1
- M4-10L (48x18) ----- 3
- W20-2 (36x36) ----- 2
- W20-3 (36x36) ----- 2

NOTES:

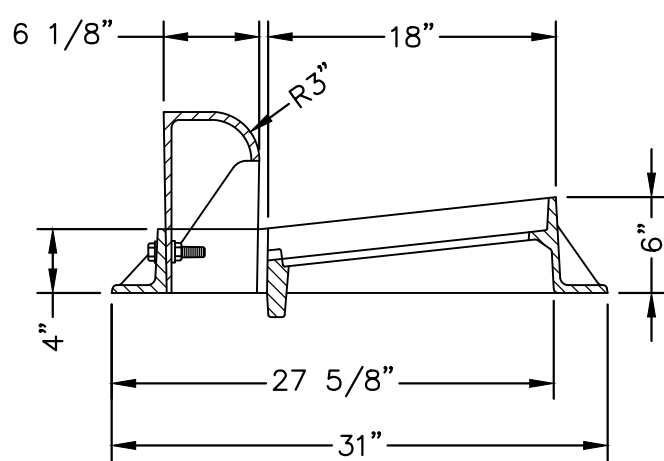
- ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES "MUTCD" (CURRENT EDITION).
- CONTRACTOR SHALL MAINTAIN ACCESS TO LOCAL BUSINESSES, CEMETERY, AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION.
- CONTRACTOR SHALL ONLY IMPLEMENT DETOUR ROUTE WHEN COMPLETE CLOSURE IS REQUIRED FOR ASPHALT LEVELING, MAINLINE PIPE REMOVAL, ETC. WITH THE APPROVAL OF THE PROJECT ENGINEER. TWO-WAY TRAFFIC SHALL BE MAINTAINED DURING ALL OTHER PHASES OF CONSTRUCTION AS SHOWN ON WKG. NOS. TC-1 THRU TC-6. WHEN THE DETOUR ROUTE IS NOT REQUIRED, ALL ASSOCIATED SIGNS, DEVICES, ETC. SHALL BE COVERED OR REMOVED.
- THE OWNER RESERVES THE RIGHT TO RESTRICT THE INSTALLATION OF LANE CLOSURES, ROAD CLOSURES, DETOURS OR ANY OTHER OPERATIONS THAT WILL IMPACT THE EFFICIENT FLOW OF TRAFFIC DURING PEAK TRAVEL HOURS AND/OR DAYS, HOLIDAYS, SPECIAL EVENTS OR ANY TIME TRAFFIC VOLUMES ARE HIGH.
- PROPOSED DATES AND TIMES OF LANE CLOSURES, ROAD CLOSURES, AND/OR DETOURS SHALL BE SUBMITTED FOR APPROVAL OF THE ENGINEER PRIOR TO IMPLEMENTATION.

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 ROUNDABOUT PROJECT AT 2ND AVENUE / GREEN STREET / ADELINE STREET FEDERAL AID PROJECT NO. STP-0210-00(037) LPA / 108081-701000 CITY OF HATTIESBURG - FORREST COUNTY HATTIESBURG, MISSISSIPPI	 NEEL-SCHAFFER <i>Solutions you can build upon</i>	TRAFFIC CONTROL PLAN DETOUR ROUTE	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 14915.001					
					FILENAME: 14915_detour.dwg					
					SCALE: NOT TO SCALE					
					SURVEYED BY:					
					DSGN: GPC DATE: 05/2020					
					DRWN: CRH DATE: 05/2020					
					CHKD: DATE:					
				QA/QC: DATE:						
								WORKING NUMBER:	DRAWING NUMBER:	
								TC-7	37	

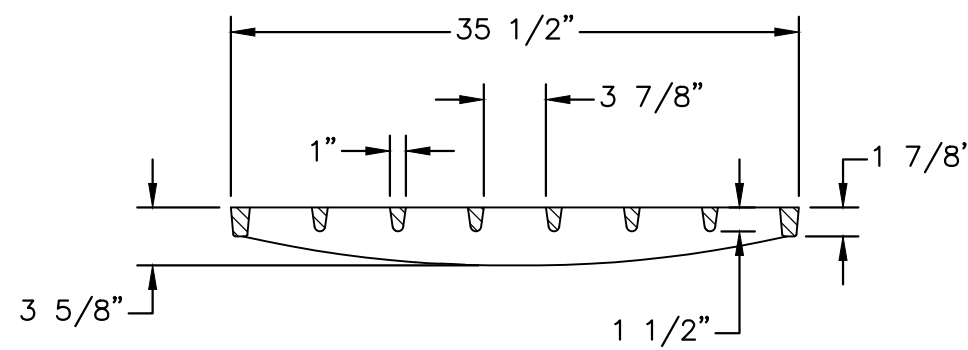
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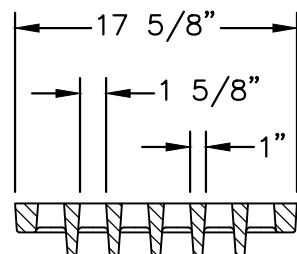
PLAN OF GRATE



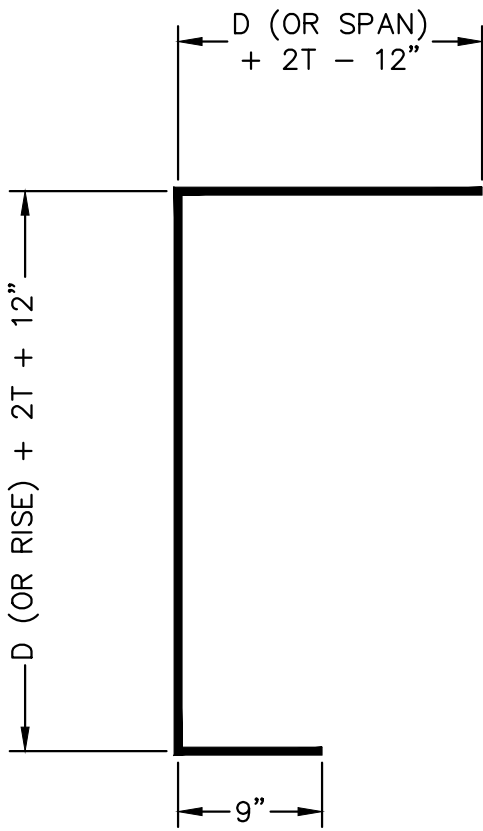
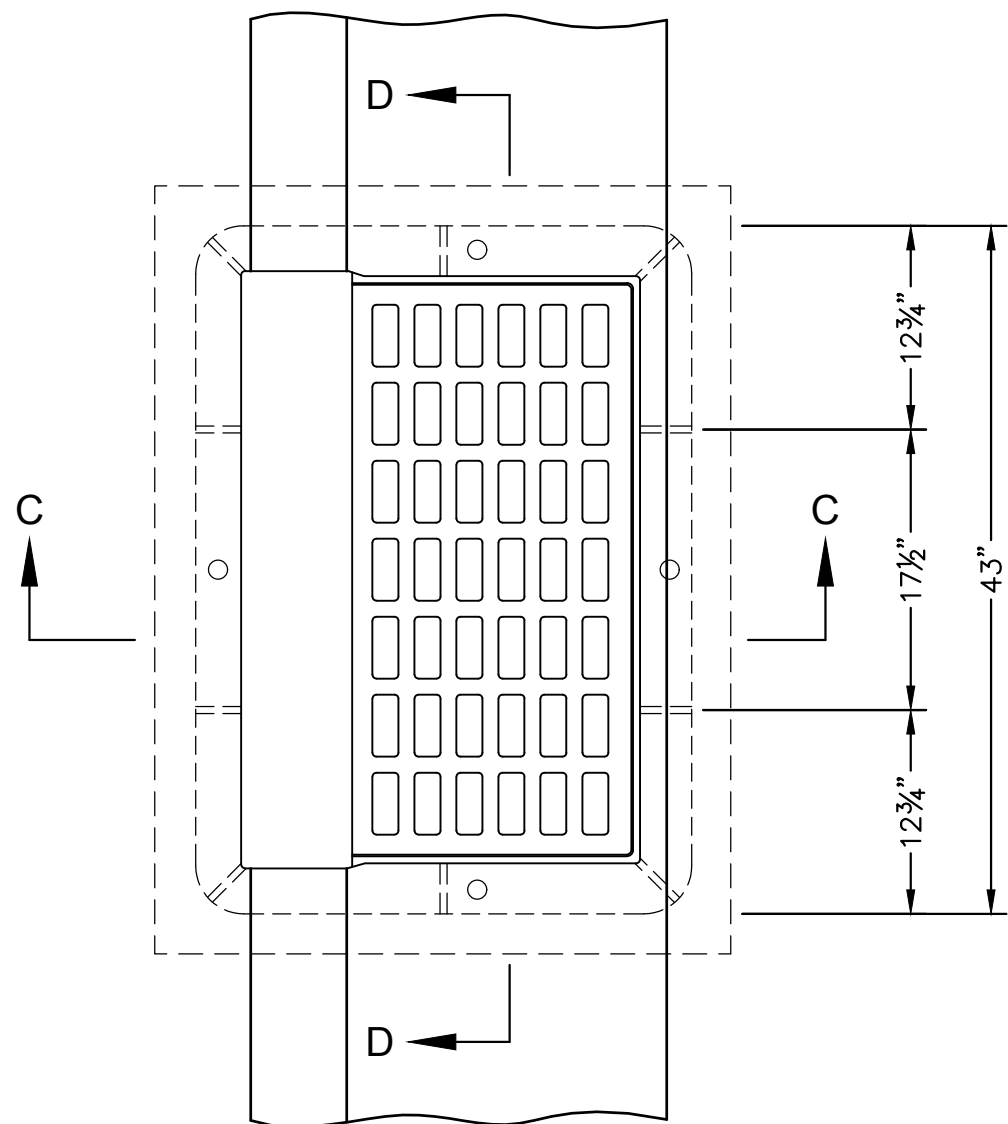
SECTION
(FRAME)



SECTION A-A
(GRATE)

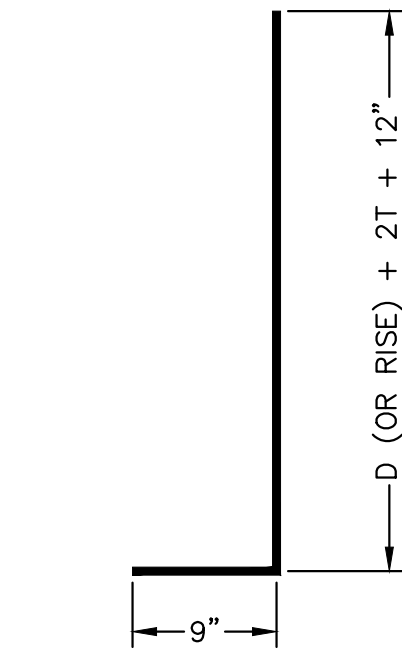


SECTION B-B
(GRATE)



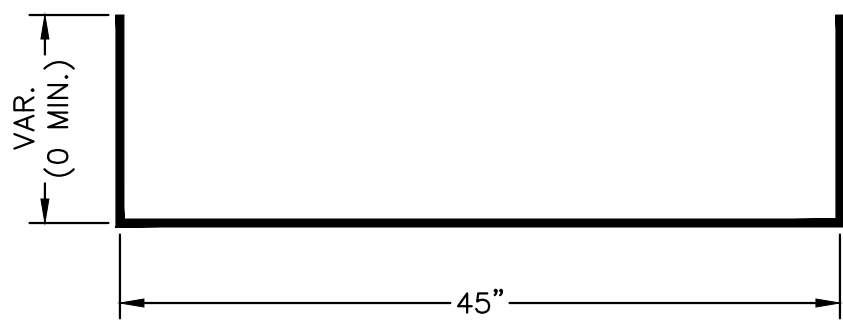
5 ~ #4 BARS,
[D (OR RISE) + D (OR SPAN) + 4T + 9"] LONG

BARS "A"



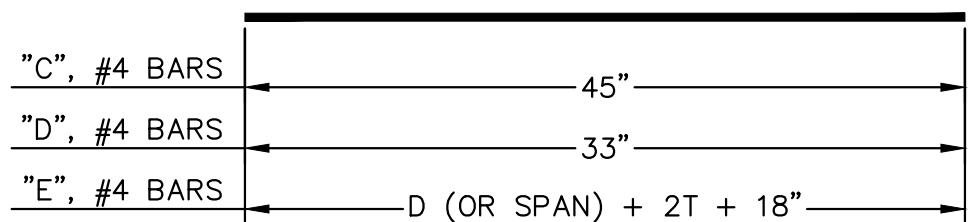
5 ~ #4 BARS,
[D (OR RISE) + 2T + 21"] LONG

BARS "B"

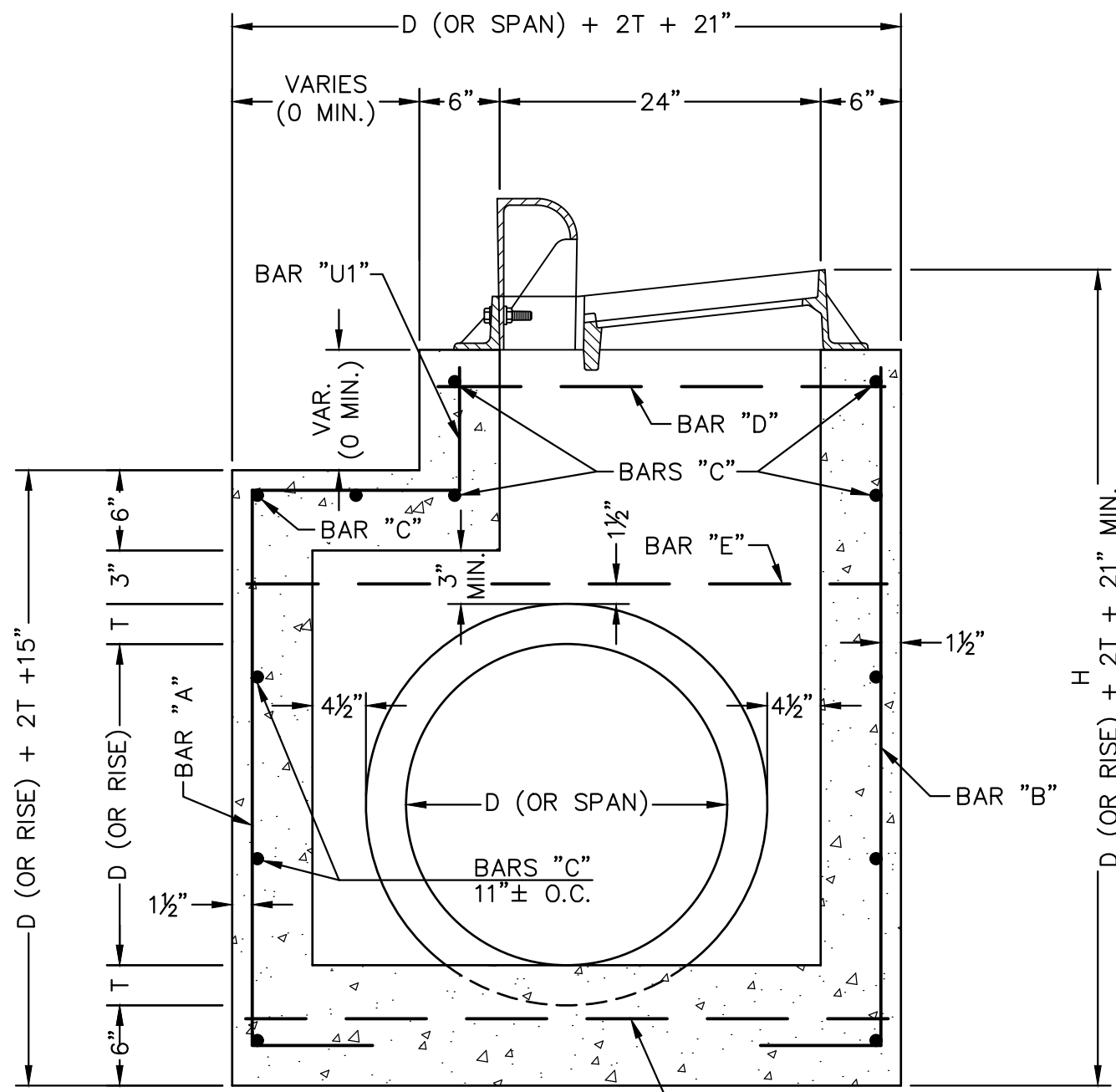


1 ~ #4 BAR EACH,
VARIABLE LENGTH

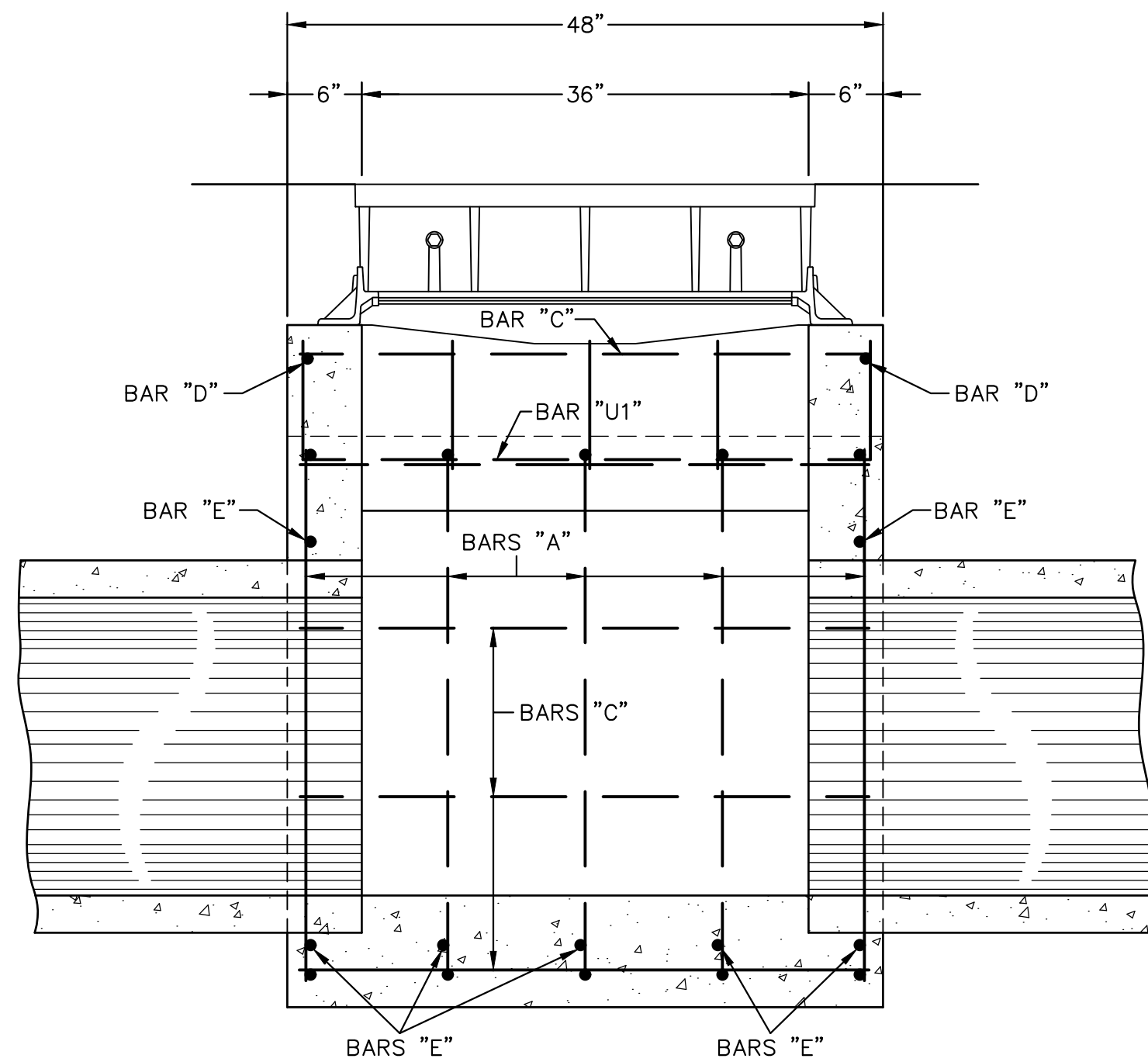
BAR "U1"



BARS "C", "D" & "E"



SECTION C-C



SECTION D-D

QUANTITIES

PIPE SIZE	MIN. DEPTH TO F.L.	MIN. DEPTH INLET		PIPE OPENING DEDUCTION (yd ³)	T						
		CONC. (yd ³)	STEEL (lbs.)								
						"A" #4	"B" #4	"C" #4	"D" #4	"E" #4	"U1" #4
						NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.
18"	2.958'	0.992	75	0.053	2½"	5 @ 4'-7"	5 @ 3'-8"	10 @ 3'-9"	2 @ 2'-9"	7 @ 3'-5"	1 @ 3'-9"
24"	3.500'	1.310	88	0.091	3"	5 @ 5'-9"	5 @ 4'-3"	12 @ 3'-9"	2 @ 2'-9"	7 @ 4'-0"	1 @ 3'-9"
30"	4.042'	1.659	99	0.138	3½"	5 @ 6'-11"	5 @ 4'-10"	13 @ 3'-9"	2 @ 2'-9"	7 @ 4'-7"	1 @ 3'-9"
36"	4.584'	2.039	116	0.196	4"	5 @ 8'-1"	5 @ 5'-5"	16 @ 3'-9"	2 @ 2'-9"	7 @ 5'-2"	1 @ 3'-9"
42"	5.125'	2.449	129	0.263	4½"	5 @ 9'-3"	5 @ 6'-0"	18 @ 3'-9"	2 @ 2'-9"	7 @ 5'-9"	1 @ 3'-9"
48"	5.667'	2.890	140	0.340	5"	5 @ 10'-5"	5 @ 6'-7"	19 @ 3'-9"	2 @ 2'-9"	7 @ 6'-4"	1 @ 3'-9"
22" X 13"	2.542'	0.968	75	0.053	2½"	5 @ 4'-6"	5 @ 3'-3"	10 @ 3'-9"	2 @ 2'-9"	7 @ 3'-9"	1 @ 3'-9"
29" X 18"	3.000'	1.284	91	0.087	3"	5 @ 5'-8"	5 @ 3'-9"	13 @ 3'-9"	2 @ 2'-9"	7 @ 4'-5"	1 @ 3'-9"
36" X 23"	3.458'	1.631	102	0.129	3½"	5 @ 6'-10"	5 @ 4'-3"	14 @ 3'-9"	2 @ 2'-9"	7 @ 5'-1"	1 @ 3'-9"
44" X 27"	3.833'	2.007	111	0.185	4"	5 @ 8'-0"	5 @ 4'-8"	14 @ 3'-9"	2 @ 2'-9"	7 @ 5'-10"	1 @ 3'-9"
51" X 31"	4.208'	2.385	127	0.245	4½"	5 @ 9'-1"	5 @ 5'-1"	17 @ 3'-9"	2 @ 2'-9"	7 @ 6'-6"	1 @ 3'-9"
58" X 36"	4.667'	2.823	138	0.318	5"	5 @ 10'-3"	5 @ 5'-7"	18 @ 3'-9"	2 @ 2'-9"	7 @ 7'-2"	1 @ 3'-9"

- NOTES:
- NO PIPE OPENINGS HAVE BEEN DEDUCTED FROM QUANTITIES SHOWN ABOVE.
 - FOR EACH ADDITIONAL FOOT OF INLET HEIGHT, ADD 0.222 yd³ CLASS "B" CONCRETE AND 10 lbs. REINFORCING STEEL.
 - 2 BARS "C" AND 2 BARS "D" ARE REQUIRED PER EACH ADDITIONAL FOOT OF INLET HEIGHT. LENGTH OF BARS "B" AND BARS "U1" WILL INCREASE WITH ADDITIONAL HEIGHT.
 - WEIGHT OF FRAME CASTING = 306 lbs.
WEIGHT OF GRATE = 180 lbs.

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.: 14915.001	
				FILENAME: 14915_DrainDet.dwg	
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				SURVEYED BY:	
				DSGN: GPC	DATE: 05/2020
				DRWN: CRH	DATE: 05/2020
				CHKD:	DATE:
				QA/QC:	DATE:

HARDY STREET ROUNDABOUT PROJECT
AT 2ND AVENUE / GREEN STREET / ADELIN STREET
FEDERAL AID PROJECT NO.
STP-0210-00(037) LPA / 108081-701000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

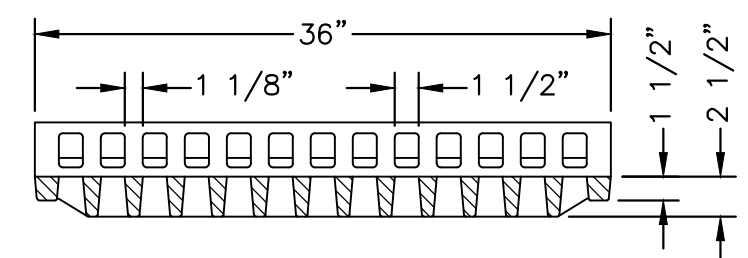


STORM SEWER DETAILS
CURB INLET

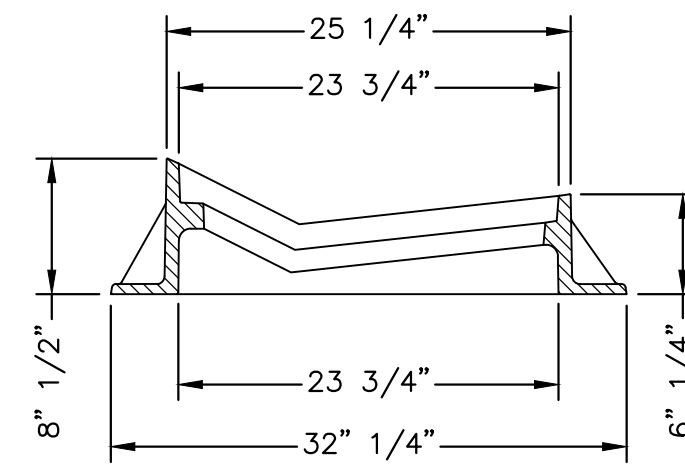
WORKING NUMBER:
CI-1

DRAWING NUMBER:
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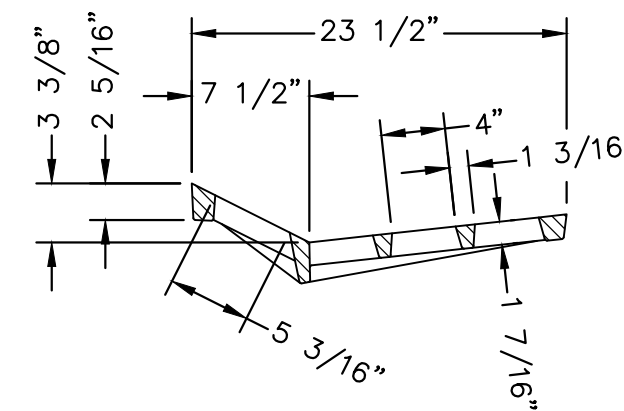
PLAN OF GRATE



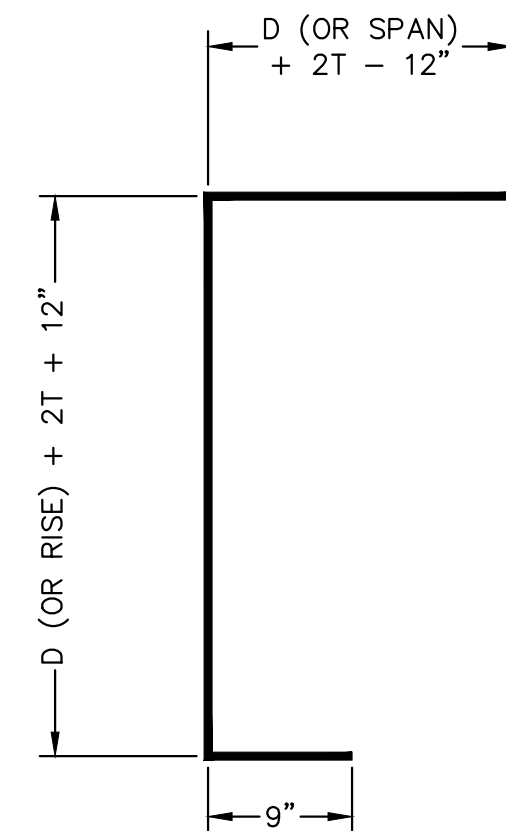
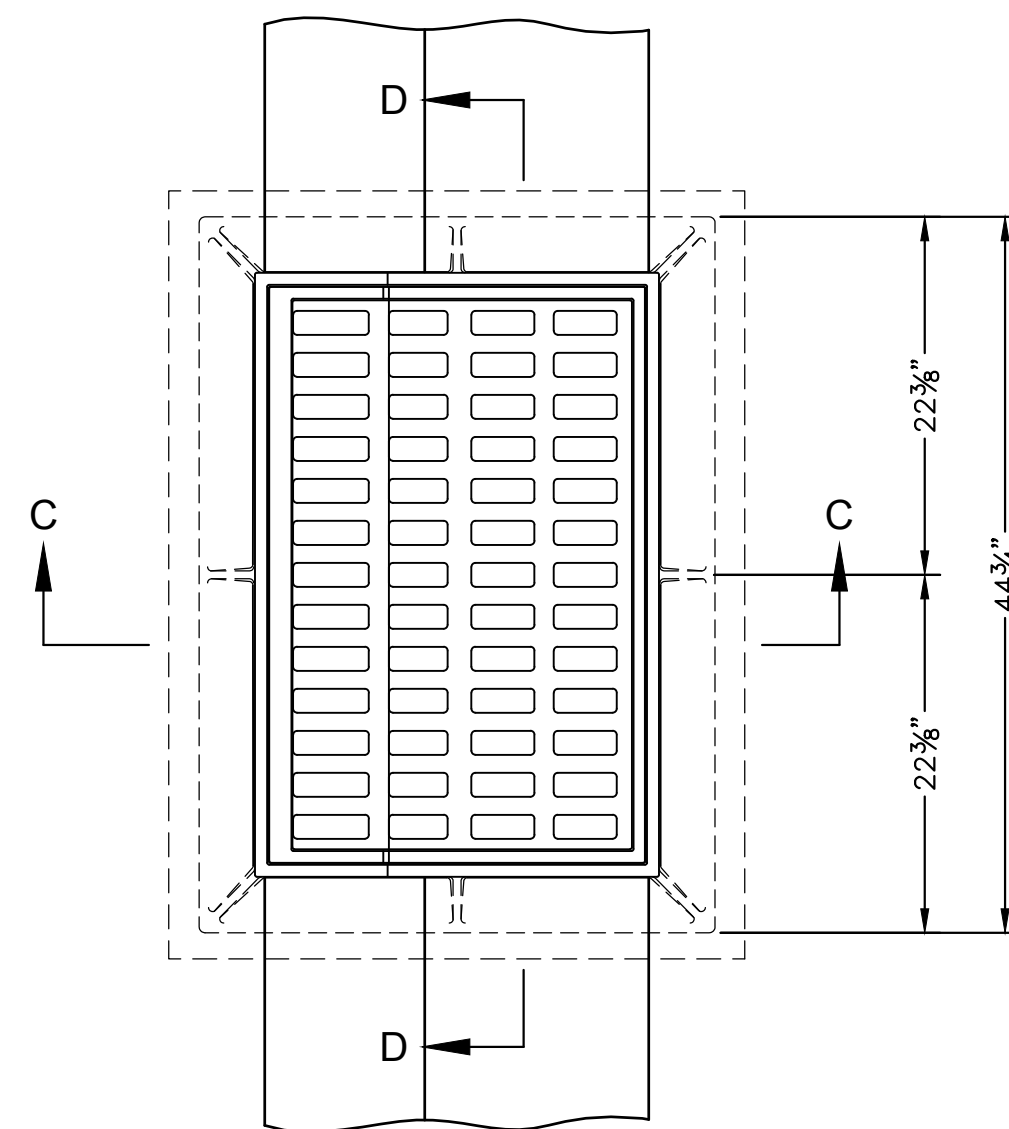
SECTION A-A
(GRATE)



SECTION
(FRAME)

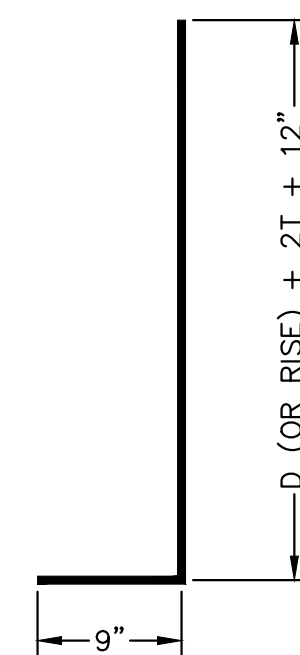


SECTION B-B
(GRATE)



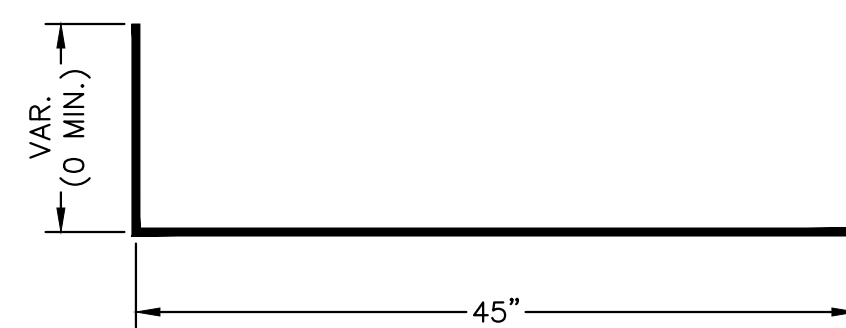
5 ~ #4 BARS,
[D (OR RISE) + D (OR SPAN) + 4T + 9"] LONG

BARS "A"



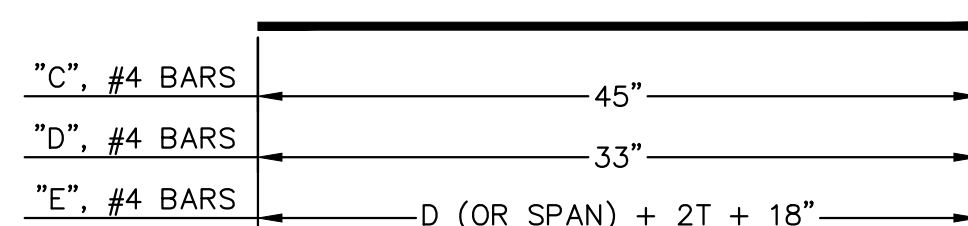
5 ~ #4 BARS,
[D (OR RISE) + 2T + 21"] LONG

BARS "B"



1 ~ #4 BAR EACH,
VARIABLE LENGTH

BAR "U1"

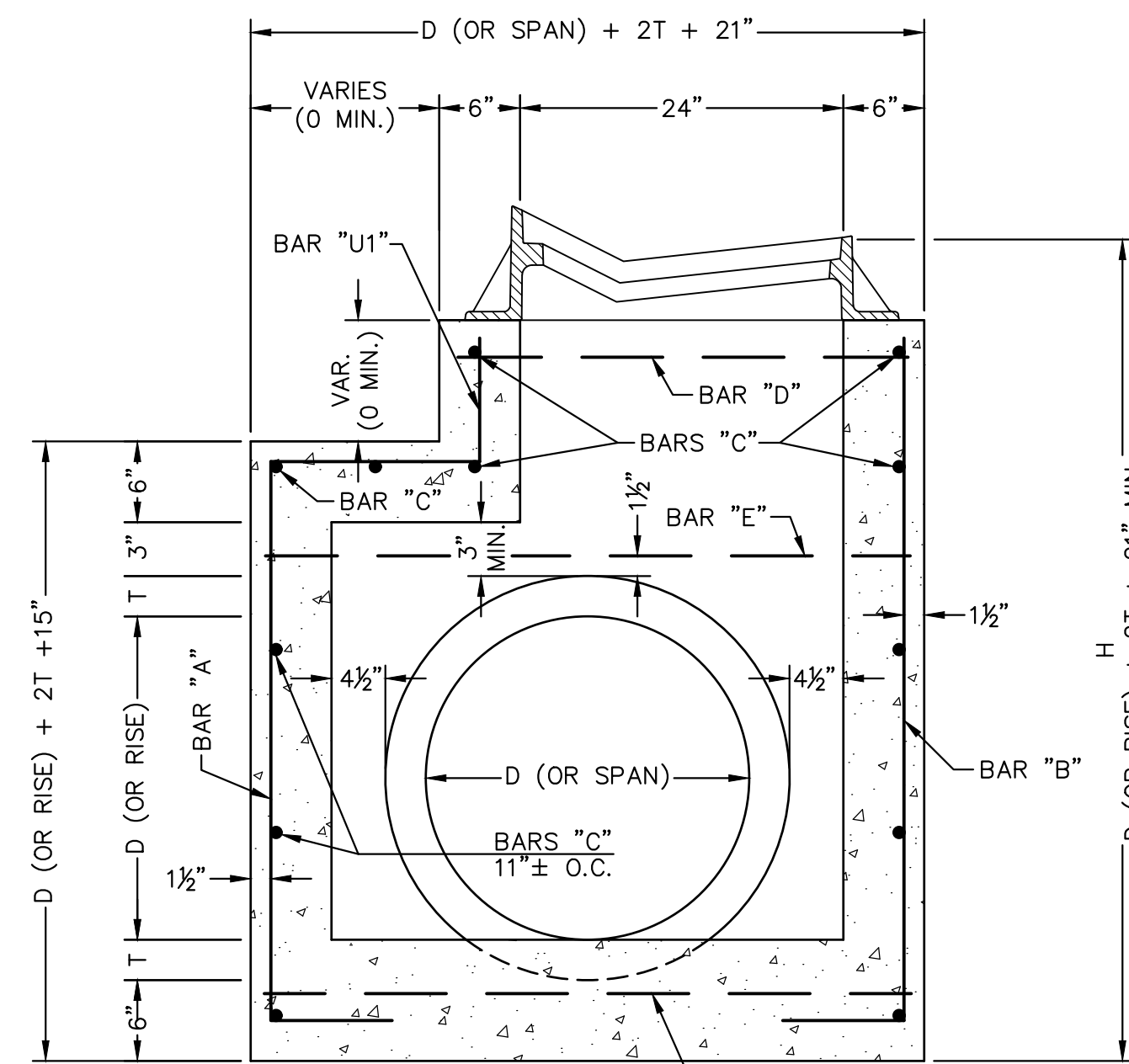


BARS "C", "D" & "E"

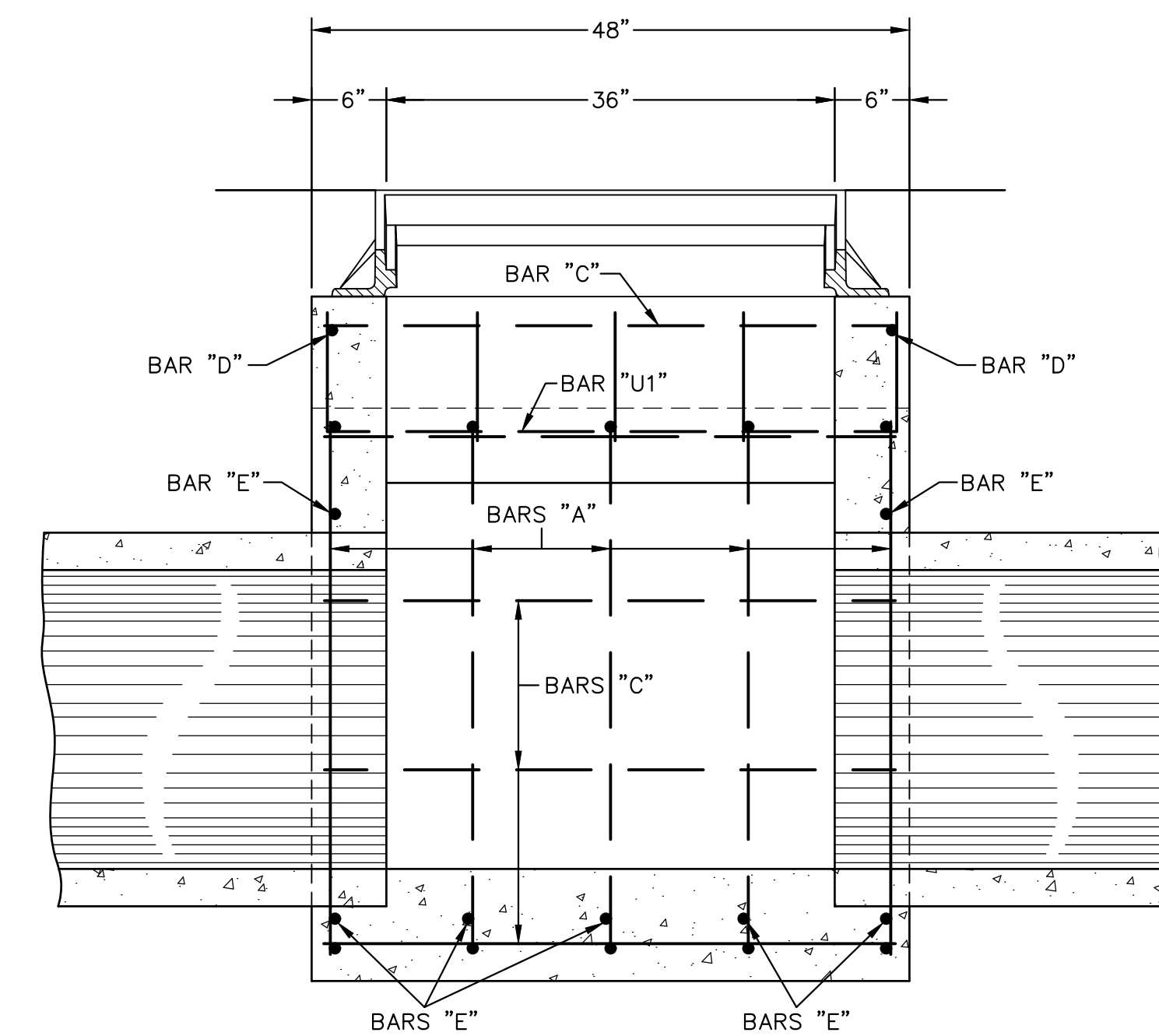
QUANTITIES																	
PIPE SIZE	MIN. DEPTH TO F.L.	MIN. DEPTH INLET		PIPE OPENING DEDUCTION (yd ³)	T	QUANTITIES											
		CONC. (yd ³)	STEEL (lbs.)			"A" #4		"B" #4		"C" #4		"D" #4		"E" #4		"U1" #4	
						NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.		
18"	2.958'	0.992	75	0.053	2½"	5 @ 4'-7"	5 @ 3'-8"	10 @ 3'-9"	2 @ 2'-9"	7 @ 3'-5"	1 @ 3'-9"						
24"	3.500'	1.310	88	0.091	3"	5 @ 5'-9"	5 @ 4'-3"	12 @ 3'-9"	2 @ 2'-9"	7 @ 4'-0"	1 @ 3'-9"						
30"	4.042'	1.659	99	0.138	3½"	5 @ 6'-11"	5 @ 4'-10"	13 @ 3'-9"	2 @ 2'-9"	7 @ 4'-7"	1 @ 3'-9"						
36"	4.584'	2.039	116	0.196	4"	5 @ 8'-1"	5 @ 5'-5"	16 @ 3'-9"	2 @ 2'-9"	7 @ 5'-2"	1 @ 3'-9"						
42"	5.125'	2.449	129	0.263	4½"	5 @ 9'-3"	5 @ 6'-0"	18 @ 3'-9"	2 @ 2'-9"	7 @ 5'-9"	1 @ 3'-9"						
48"	5.667'	2.890	140	0.340	5"	5 @ 10'-5"	5 @ 6'-7"	19 @ 3'-9"	2 @ 2'-9"	7 @ 6'-4"	1 @ 3'-9"						
22" X 13"	2.542'	0.968	75	0.053	2½"	5 @ 4'-6"	5 @ 3'-3"	10 @ 3'-9"	2 @ 2'-9"	7 @ 3'-9"	1 @ 3'-9"						
29" X 18"	3.000'	1.284	91	0.087	3"	5 @ 5'-8"	5 @ 3'-9"	13 @ 3'-9"	2 @ 2'-9"	7 @ 4'-5"	1 @ 3'-9"						
36" X 23"	3.458'	1.631	102	0.129	3½"	5 @ 6'-10"	5 @ 4'-3"	14 @ 3'-9"	2 @ 2'-9"	7 @ 5'-1"	1 @ 3'-9"						
44" X 27"	3.833'	2.007	111	0.185	4"	5 @ 8'-0"	5 @ 4'-8"	14 @ 3'-9"	2 @ 2'-9"	7 @ 5'-10"	1 @ 3'-9"						
51" X 31"	4.208'	2.385	127	0.245	4½"	5 @ 9'-1"	5 @ 5'-11"	17 @ 3'-9"	2 @ 2'-9"	7 @ 6'-6"	1 @ 3'-9"						
58" X 36"	4.667'	2.823	138	0.318	5"	5 @ 10'-3"	5 @ 5'-7"	18 @ 3'-9"	2 @ 2'-9"	7 @ 7'-2"	1 @ 3'-9"						

NOTES:

1. NO PIPE OPENINGS HAVE BEEN DEDUCTED FROM QUANTITIES SHOWN ABOVE.
2. FOR EACH ADDITIONAL FOOT OF INLET HEIGHT, ADD 0.222 yd3 CLASS "B" CONCRETE AND 10 lbs. REINFORCING STEEL.
3. 2 BARS "C" AND 2 BARS "D" ARE REQUIRED PER EACH ADDITIONAL FOOT OF INLET HEIGHT. LENGTH OF BARS "B" AND BARS "U1" WILL INCREASE WITH ADDITIONAL HEIGHT.
4. WEIGHT OF FRAME CASTING = 327 lbs.
WEIGHT OF GRATE = 241 lbs.



SECTION C-C



SECTION D-D

NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 14915.001	
				FILENAME: 14915_DrainDet.dwg	
				SCALE: AS SHOWN	
				SURVEYED BY:	
				DSGN: GPC	DATE: 05/2020
				DRWN: CRH	DATE: 05/2020
				CHKD:	DATE:
				DA/OC:	DATE:

HARDY STREET ROUNDABOUT PROJECT
AT 2ND AVENUE / GREEN STREET / ADELINE STREET
FEDERAL AID PROJECT NO.
STP-0210-00(037) LPA / 108081-701000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



STORM SEWER DETAILS

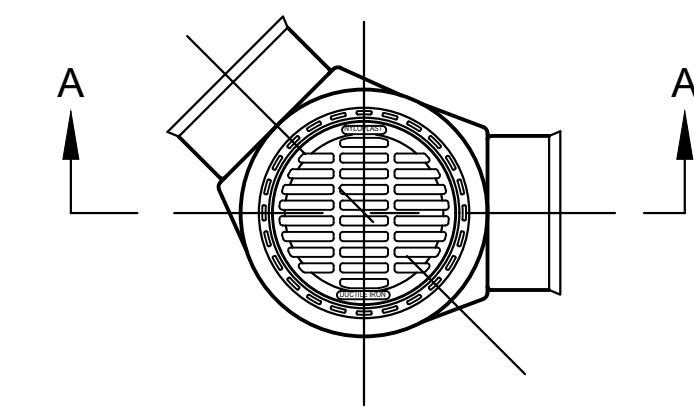
GUTTER INLET

WORKING NUMBER:

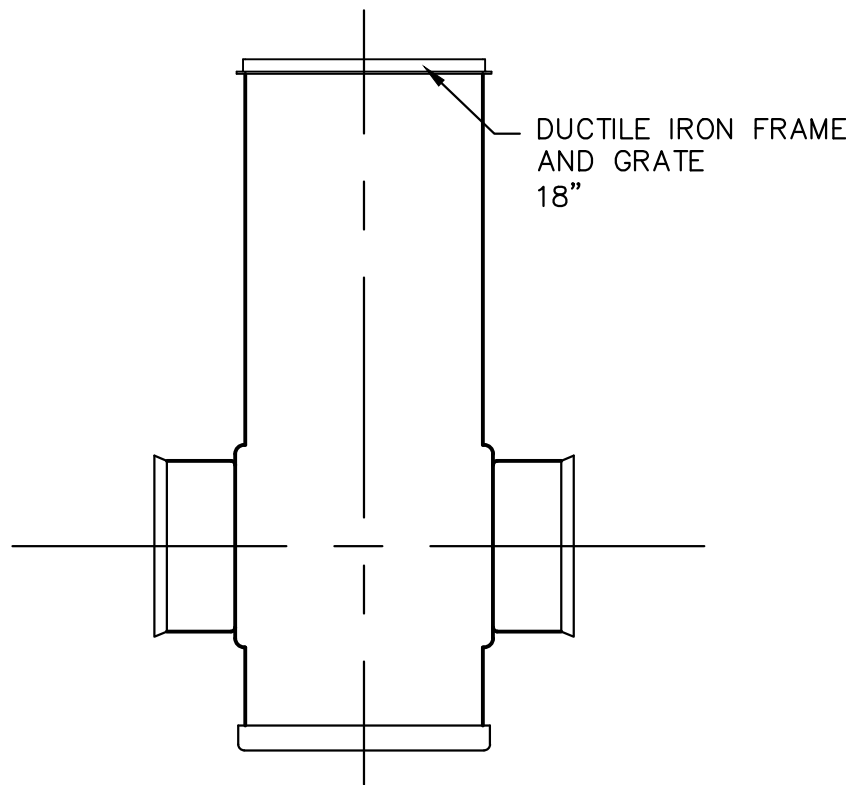
GI-1

DRAWING NUMBER:

39



PLAN VIEW



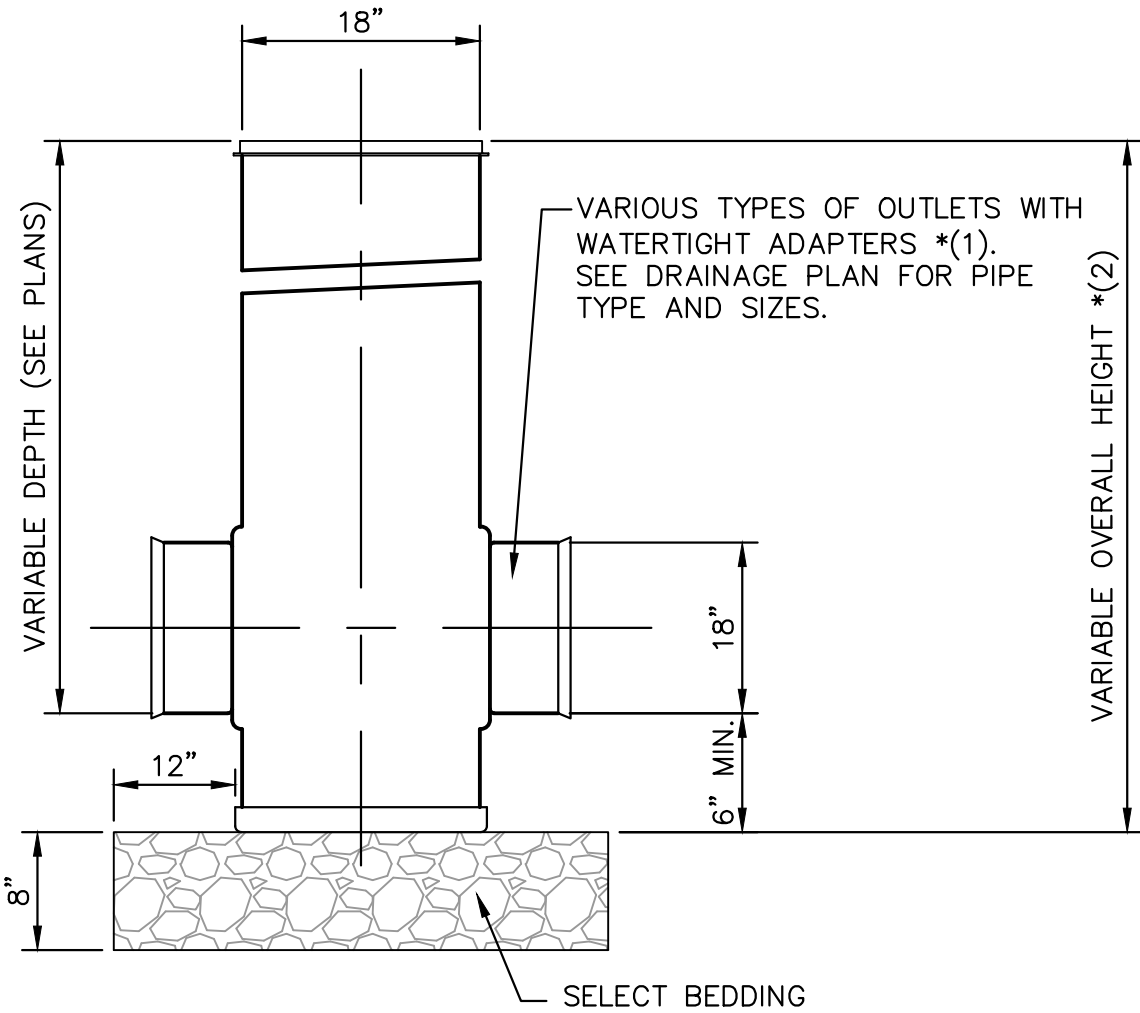
SECTION A-A

NOTES:

1. SELECT BEDDING SHALL BE #610 CRUSHED STONE.
2. STRUCTURE EXCAVATION, SELECT BACKFILL, AND SELECT BEDDING SHALL BE INCLUDED IN THE COST OF THE CATCH BASIN.
3. GRATE & FRAME SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05. THE GRATE AND FRAME SHALL BE INCLUDED IN THE COST OF THE CATCH BASIN.

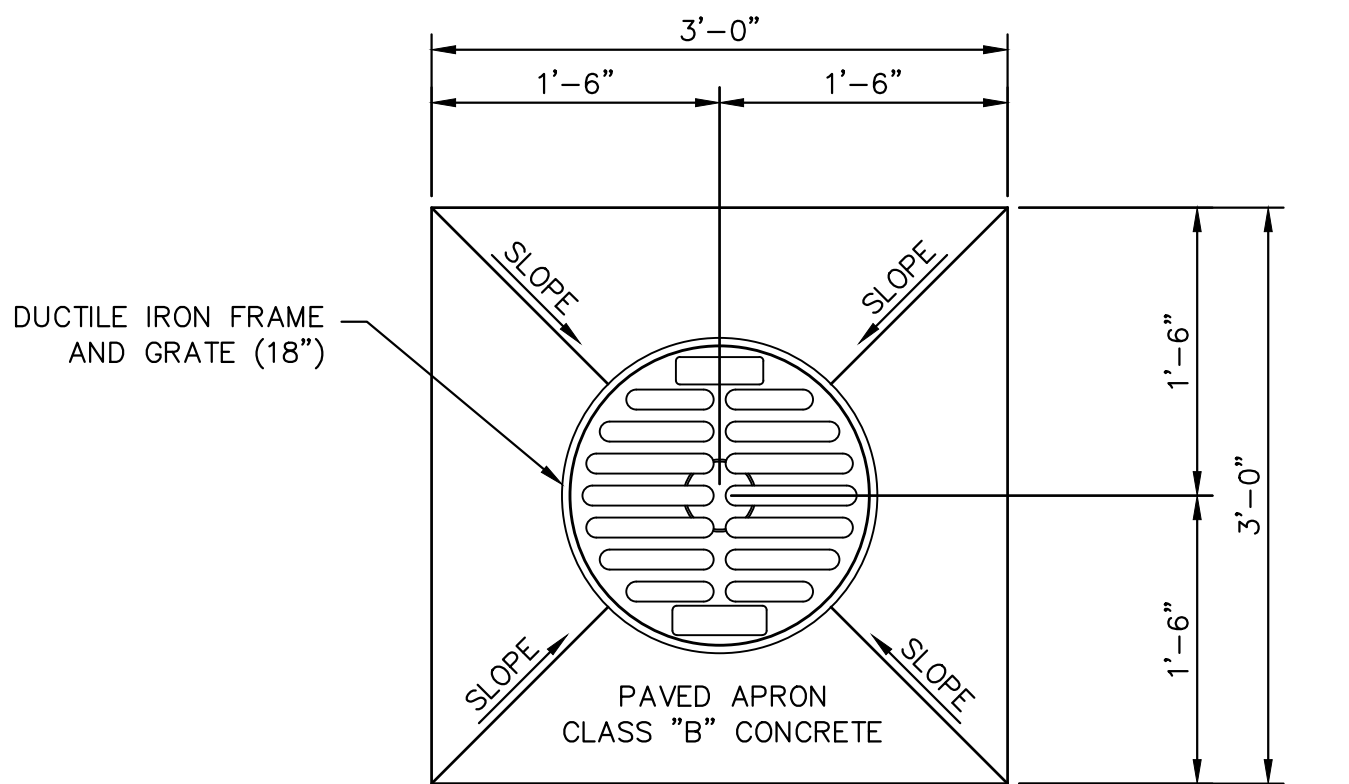
*(1) ADAPTERS CAN BE MOUNTED ON ANY ANGLE 0° TO 359°.

*(2) MAXIMUM RECOMMENDED OVERALL HEIGHT 10'

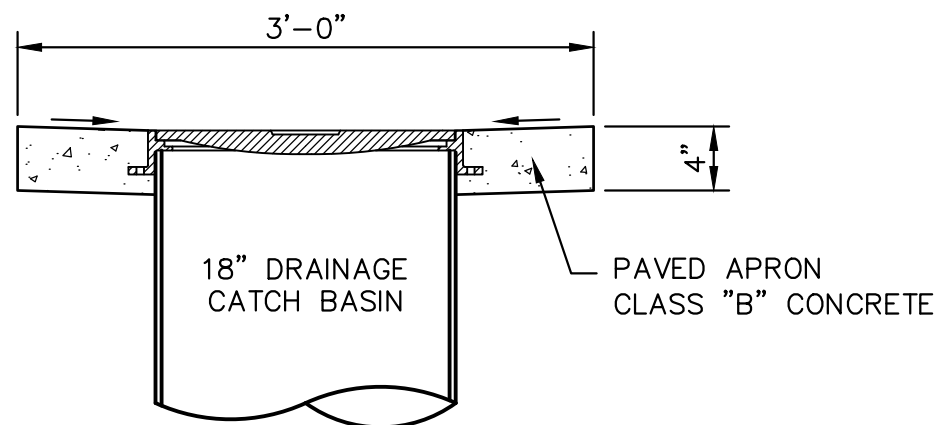


18" PERFORMED PE DRAINAGE CATCH BASIN

NOT TO SCALE



PLAN VIEW



SECTION VIEW

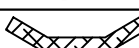
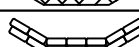
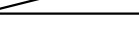
CATCH BASIN PAVED APRON DETAIL

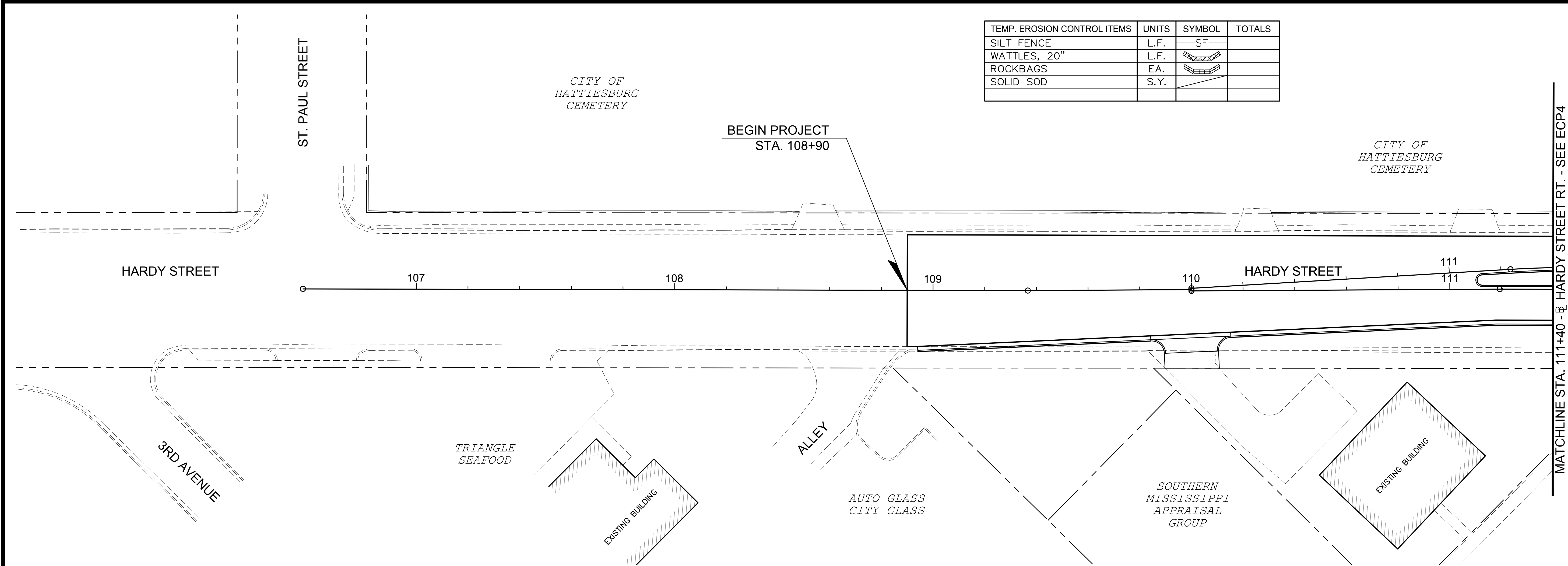
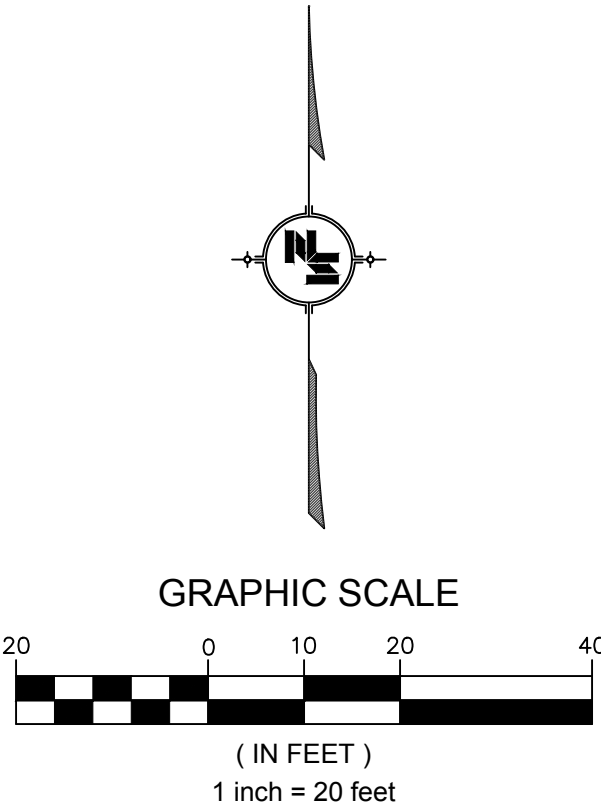
NOT TO SCALE

6/6/2020 11:53 AM C:\Users\jshaffer\OneDrive\Documents\14915_Hardy\14915_DrainDet.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 ROUNDABOUT PROJECT AT 2ND AVENUE / GREEN STREET / ADELIN STREET FEDERAL AID PROJECT NO. STP-0210-00(037) LPA / 108081-701000 CITY OF HATTIESBURG - FORREST COUNTY HATTIESBURG, MISSISSIPPI		STORM SEWER DETAILS CATCH BASIN	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 14915.001					
					FILENAME: 14915_DrainDet.dwg					
					SCALE: AS SHOWN					
					SURVEYED BY:					
					DSGN: GPC	DATE: 05/2020				
					DRWN: CRH	DATE: 05/2020				
					CHKD:	DATE:				
					QA/QC:	DATE:				

	WORKING NUMBER: CB-1		DRAWING NUMBER: 40	
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TEMP. EROSION CONTROL ITEMS	UNITS	SYMBOL	TOTALS
SILT FENCE	L.F.		
WATTLES, 20"	L.F.		
ROCKBAGS	E.A.		
SOLID SOD	S.Y.		



NOTICE TO DRAWING HOLDER

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REVISIONS		
NO.	DATE	BY

DRAWING INFORMATION

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SCALE: 1" = 20'
SURVEYED BY: CLEARPOINT
DSGN: GPC DATE: 05/2020
DRWN: CRH DATE: 05/2020
CHKD: DATE:
QA/QC: DATE:

HARDY STREET ROUNDABOUT PROJECT

AT 2ND AVENUE / GREEN STREET / ADELINE STREET
FEDERAL AID PROJECT NO.
STP-0210-00(037) LPA / 108081-701000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



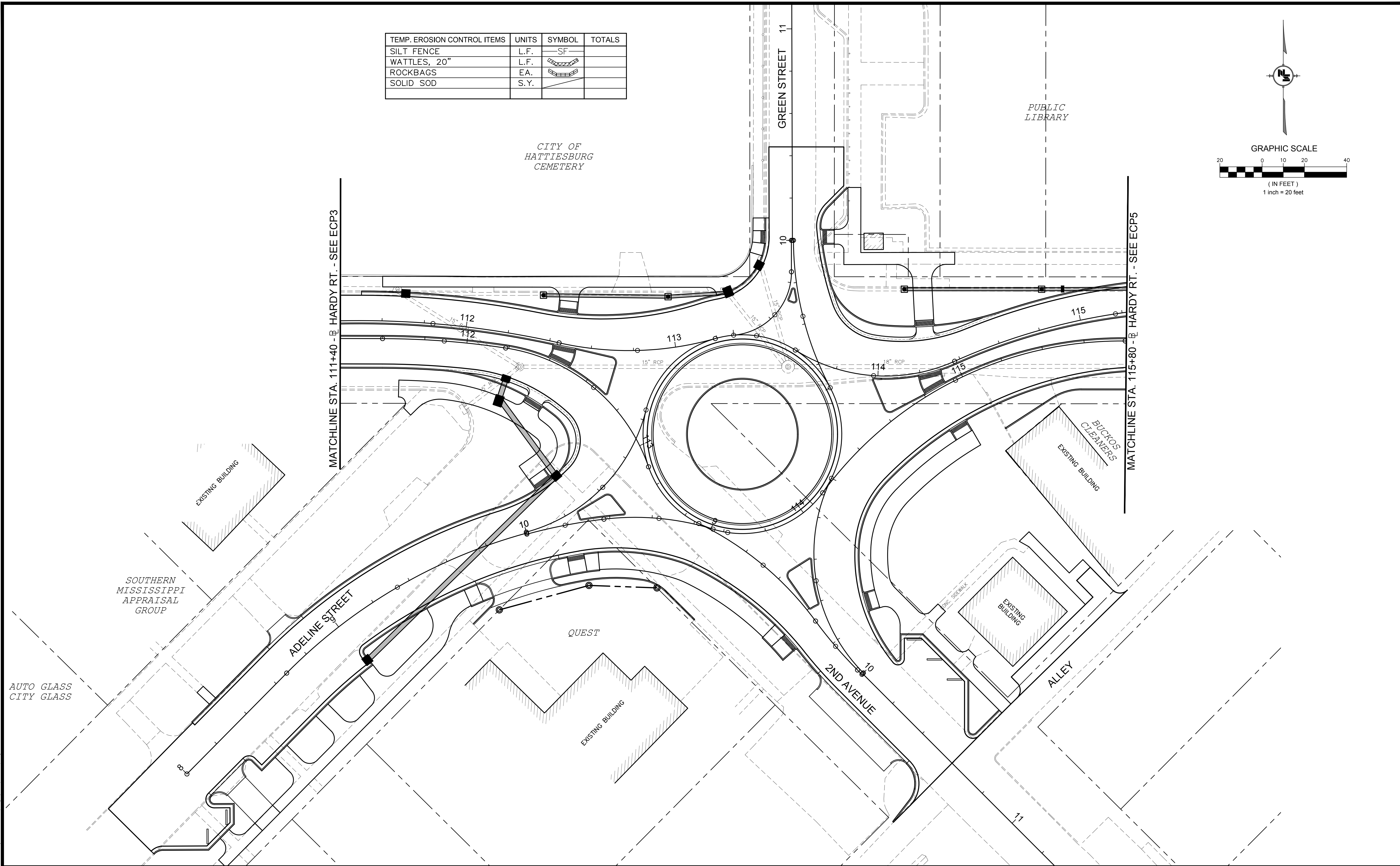
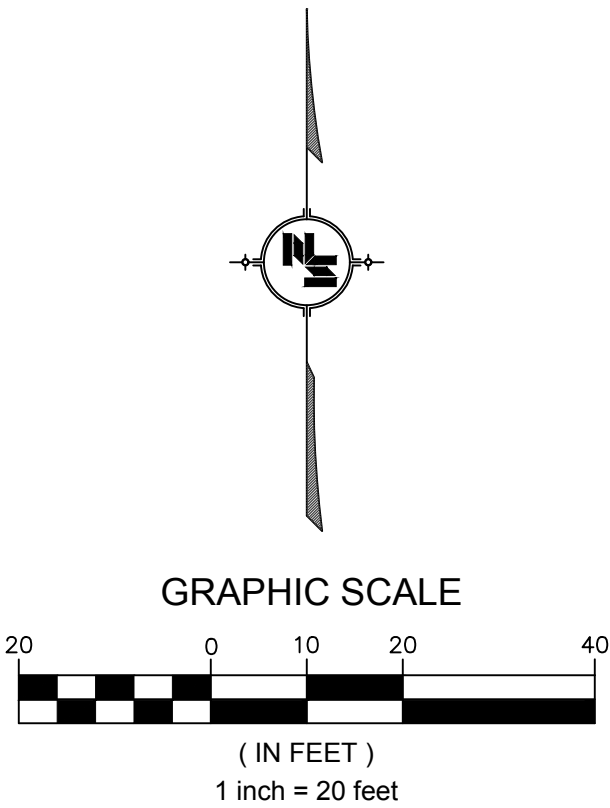
NEEL-SCHAFER
Solutions you can build upon

EROSION CONTROL PLAN

HARDY STREET
B.O.P. TO STA. 111+40

WORKING NUMBER:	DRAWING NUMBER:
ECP3	41

TEMP. EROSION CONTROL ITEMS	UNITS	SYMBOL	TOTALS
SILT FENCE	L.F.	SF	
WATTLES, 20"	L.F.		
ROCKBAGS	EA.		
SOLID SOD	S.Y.		



NOTICE TO DRAWING HOLDER

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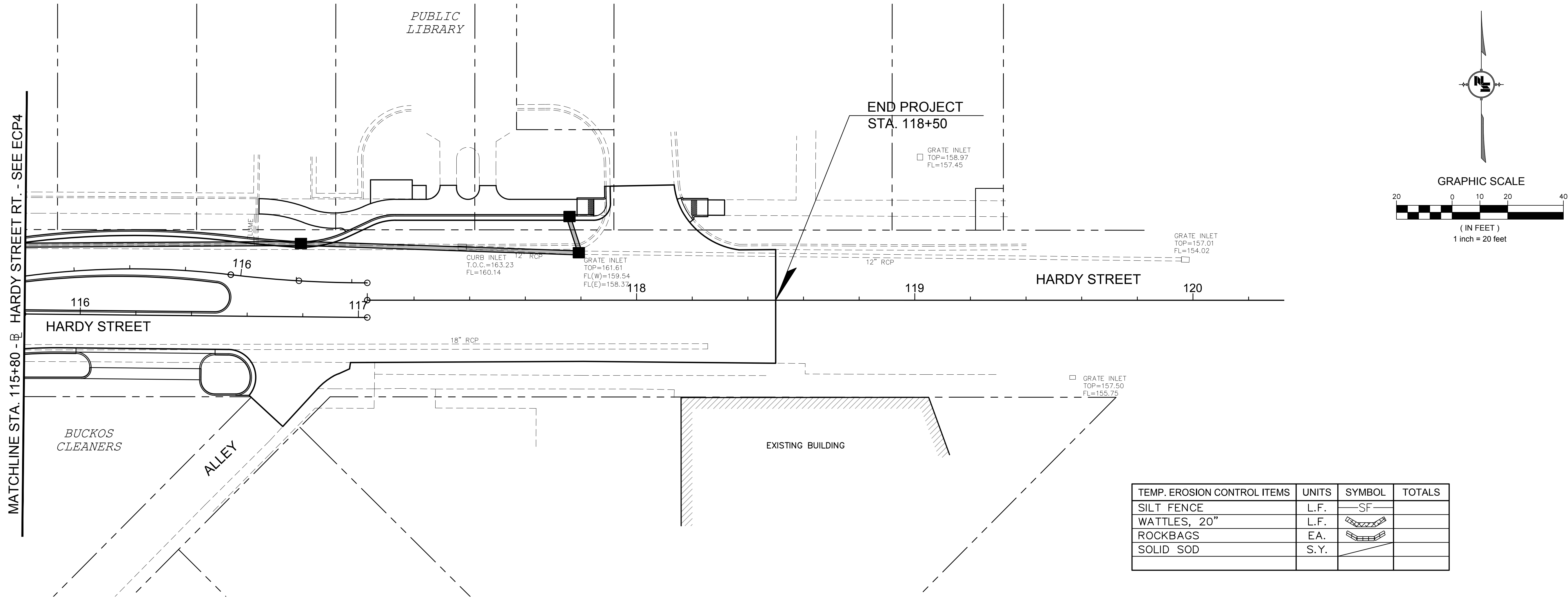
REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	

HARDY STREET ROUNDABOUT PROJECT
AT 2ND AVENUE / GREEN STREET / ADELINE STREET
FEDERAL AID PROJECT NO.
STP-0210-00(037) LPA / 108081-701000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

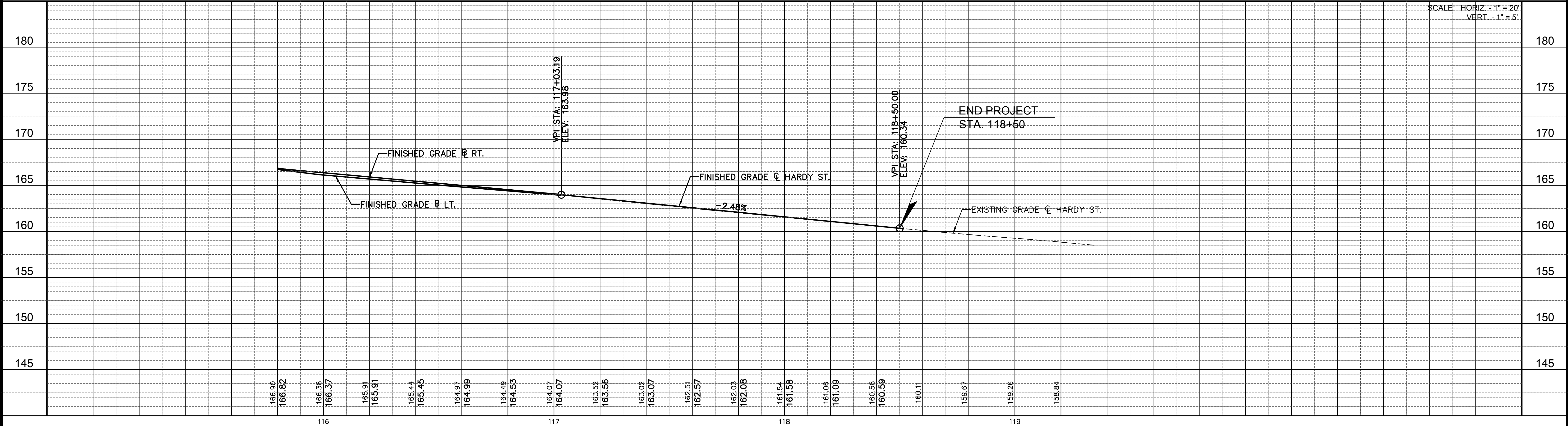


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EROSION CONTROL PLAN ROUNDABOUT	
WORKING NUMBER: ECP4	DRAWING NUMBER: 42



TEMP. EROSION CONTROL ITEMS	UNITS	SYMBOL	TOTALS
SILT FENCE	L.F.	SF	
WATTLES, 20"	L.F.		
ROCKBAGS	E.A.		
SOLID SOD	S.Y.		



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REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	

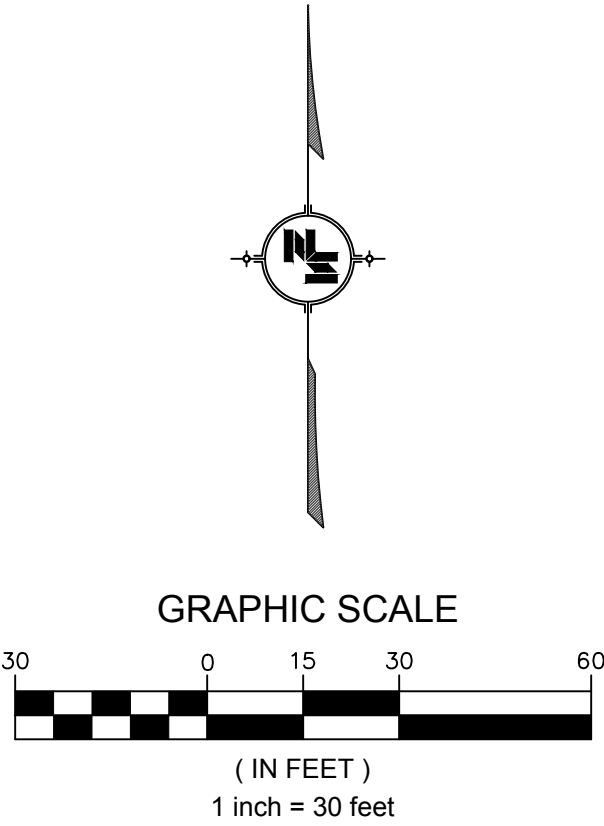
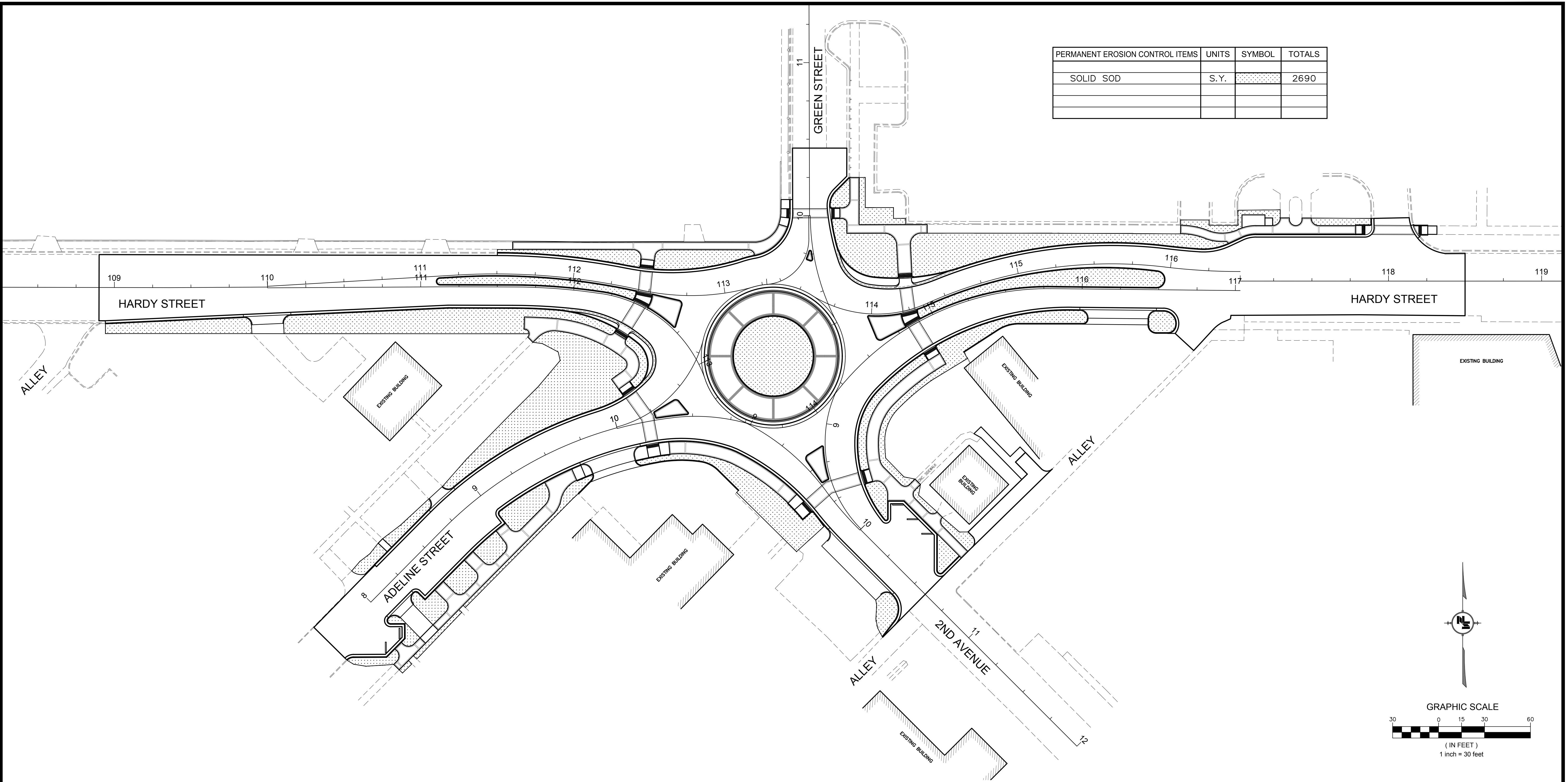
HARDY STREET ROUNDABOUT PROJECT
AT 2ND AVENUE / GREEN STREET / ADELIN STREET
FEDERAL AID PROJECT NO.
STP-0210-00(037) LPA / 108081-701000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

EROSION CONTROL PLAN
HARDY STREET
STA. 115+80 TO E.O.P.

WORKING NUMBER: ECP5	DRAWING NUMBER: 43
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PERMANENT EROSION CONTROL ITEMS	UNITS	SYMBOL	TOTALS
SOLID SOD	S.Y.		2690



PERMANENT EROSION CONTROL QUANTITIES & VEGETATION SCHEDULE								
PERMANENT EROSION CONTROL ITEMS		QTY	SIZE/UNIT	SEASONAL APPLICATIONS-DATES & RATES				REQUIREMENTS
				SPRING & SUMMER		FALL & WINTER		
PAY ITEM	ITEMS			RATES	DATES	RATES	DATES	
211-B001	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	350	CU. YD.	4" THICK	NOT APPLICABLE	4" THICK	NOT APPLICABLE	TOPSOIL REQUIRED ON SLOPE AREAS OR AS DIRECTED BY THE ENGINEER.
216-A001	SOLID SODDING	2690	SQ. YD.	PER SQ.YD.	BY REQUEST ONLY	PER SQ.YD.	OCTOBER 1 – APRIL 30	REQUIRED ON AREAS SPECIFIED IN THE CONTRACT OR BY THE ENGINEER. CERTIFICATE REQUIRED
219-A001	WATERING	54	KGAL	20 GALS./S.Y. (EST.)	NOT APPLICABLE	20 GALS./S.Y. (EST.)	NOT APPLICABLE	TO BE USED AS DIRECTED IN THE PLANTING AND ESTABLISHMENT OF SOLID SOD.
220-A001	INSECT PEST CONTROL	1	ACRE	PER ACRE	NOT APPLICABLE	PER ACRE	NOT APPLICABLE	SEE SECTION 220.

NOTICE TO DRAWING HOLDER

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REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	

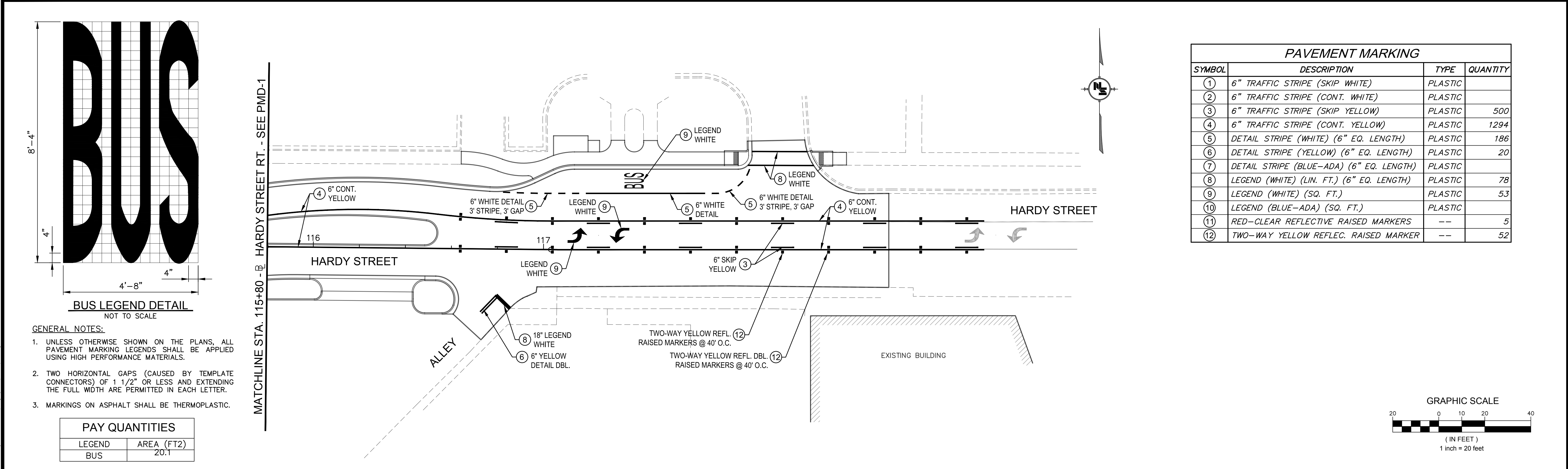
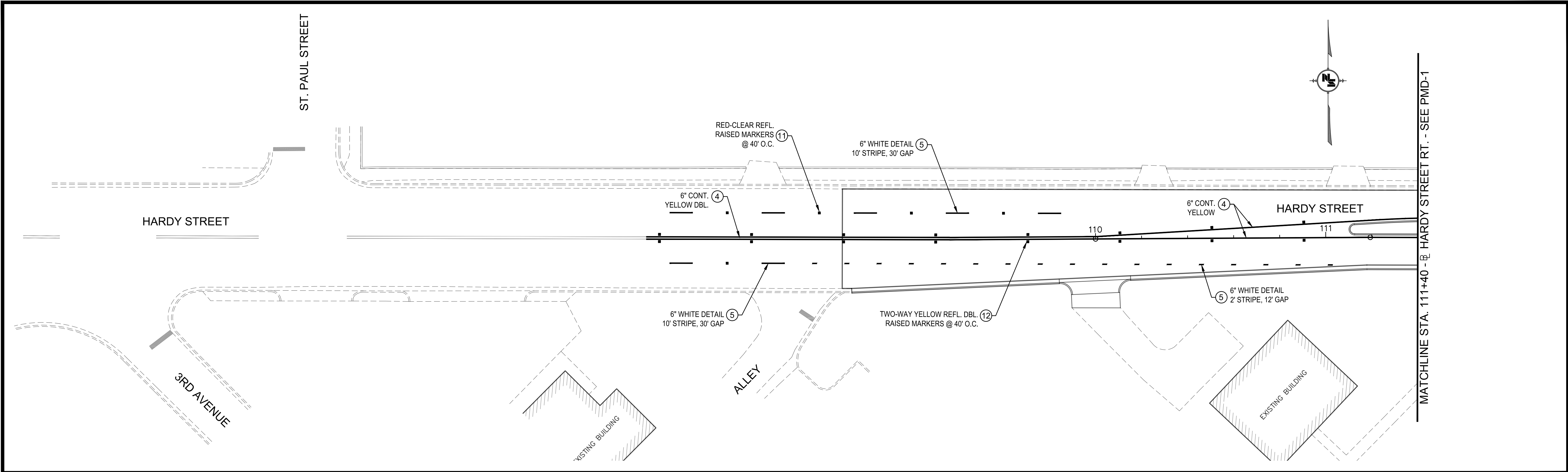
HARDY STREET ROUNDABOUT PROJECT
AT 2ND AVENUE / GREEN STREET / ADELINE STREET
FEDERAL AID PROJECT NO.
STP-0210-00(037) LPA / 108081-701000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



NEEL-SCHAFFER
Solutions you can build upon

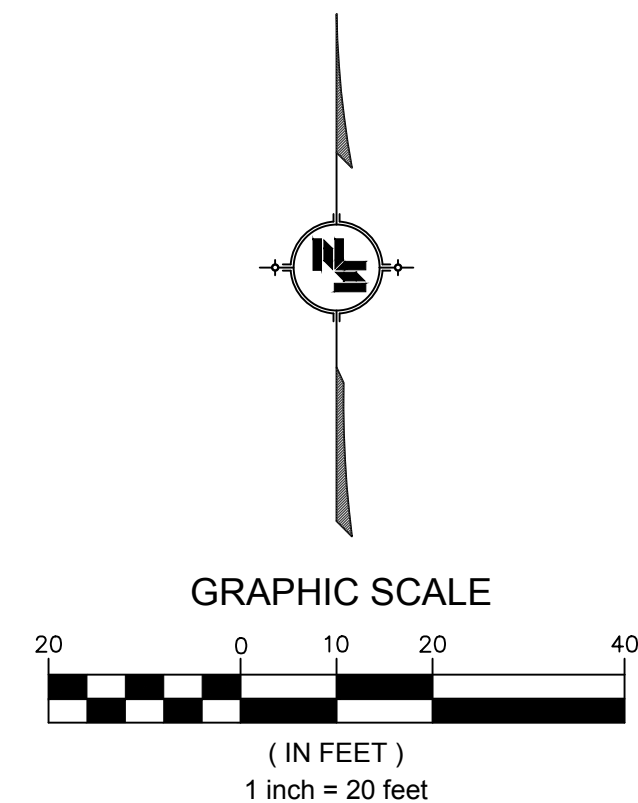
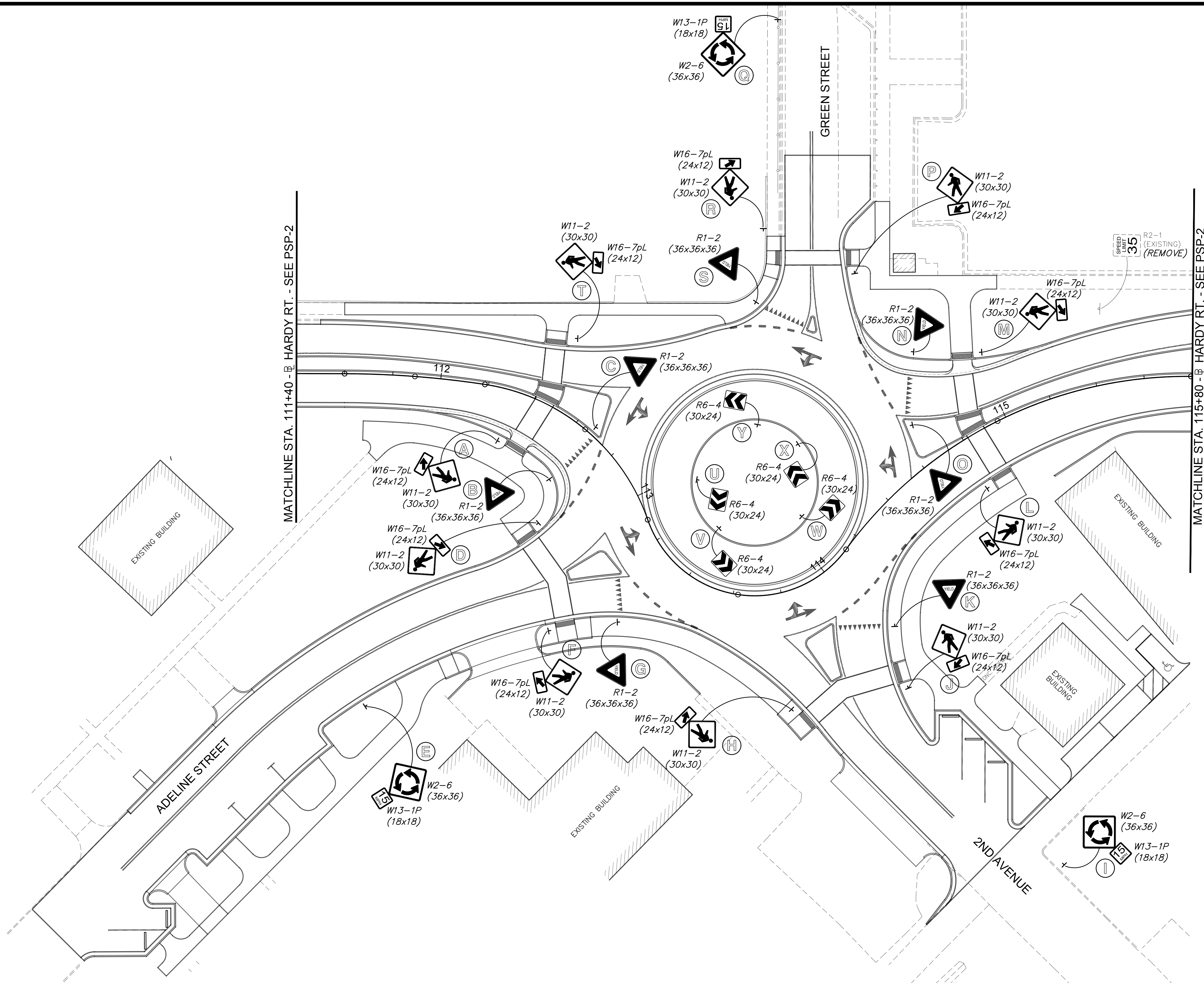
PERMANENT EROSION CONTROL PLAN	
WORKING NUMBER: PEC-1	DRAWING NUMBER: 44

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					DSGN: GPC	DATE: 05/2020					

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REVISIONS			DRAWING INFORMATION	
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DRWN:	CRH
DATE:	05/2020
CHKD:	
DATE:	
QA/QC:	
DATE:	

HARDY STREET ROUNDABOUT PROJECT
AT 2ND AVENUE / GREEN STREET / ADELINE STREET
FEDERAL AID PROJECT NO.
STP-0210-00(037) LPA / 108081-701000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



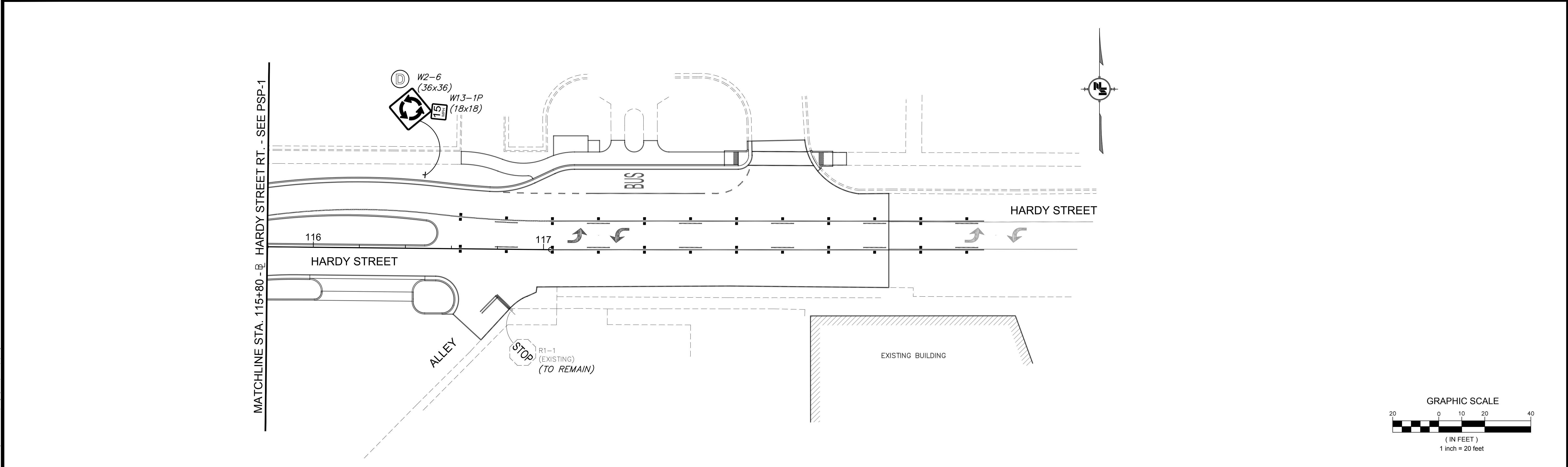
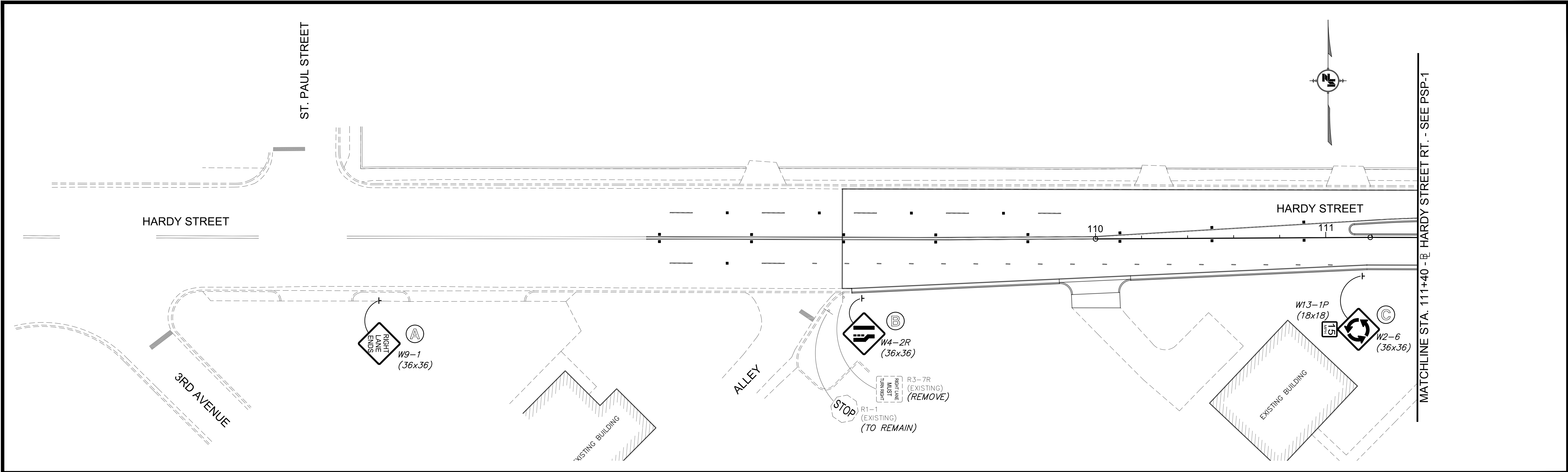
PERMANENT SIGNING PLAN
ROUNDABOUT

WORKING NUMBER:

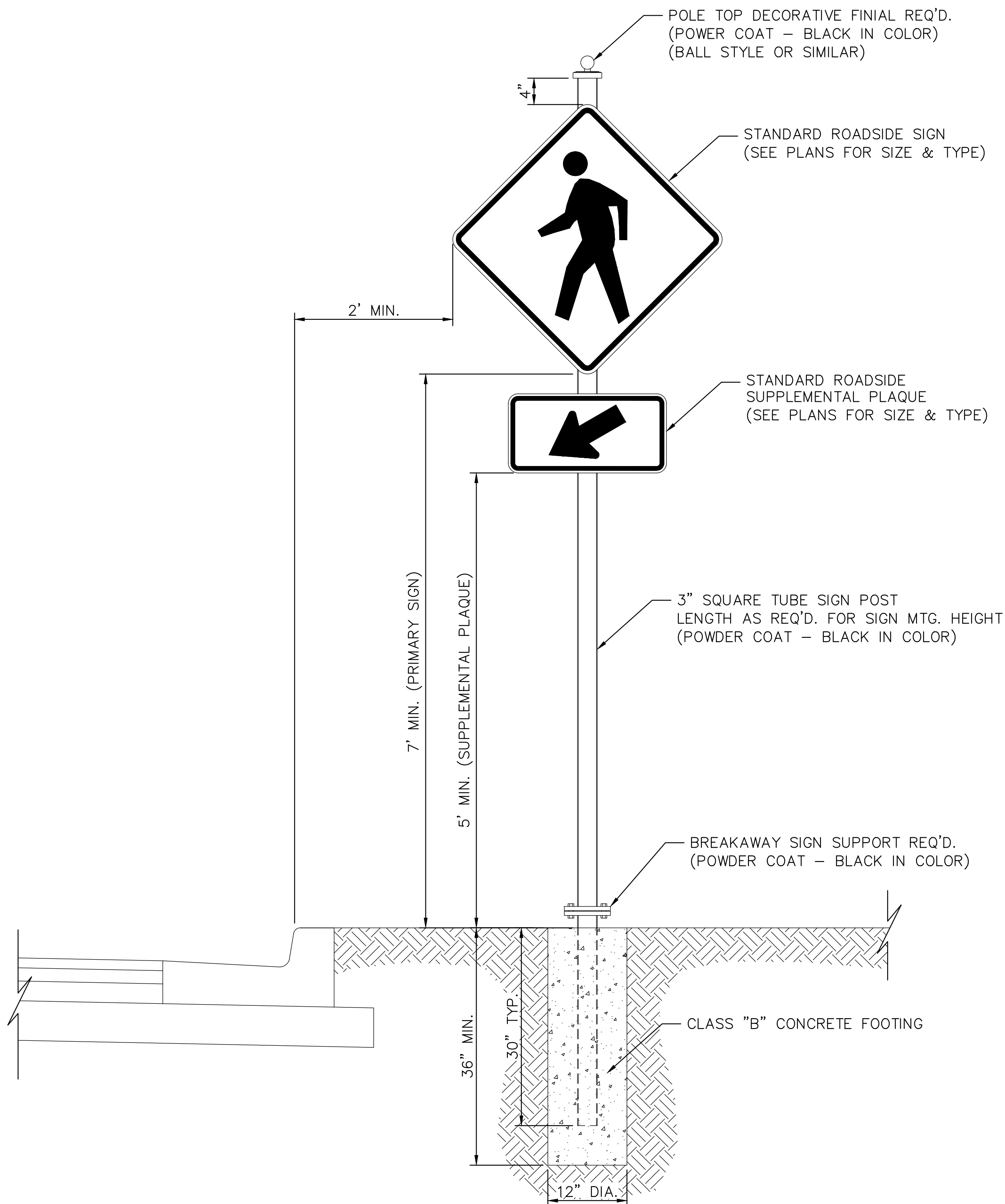
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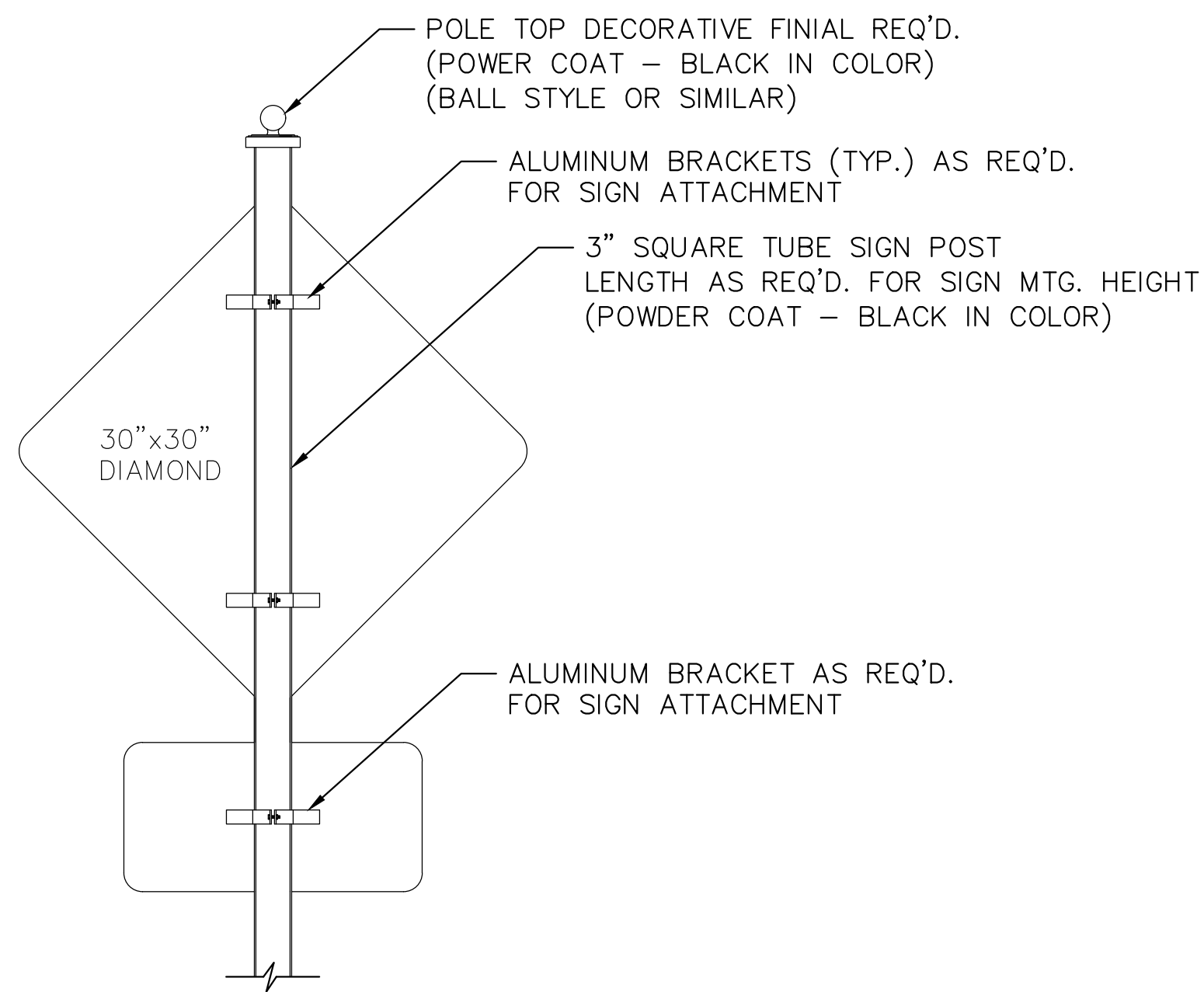
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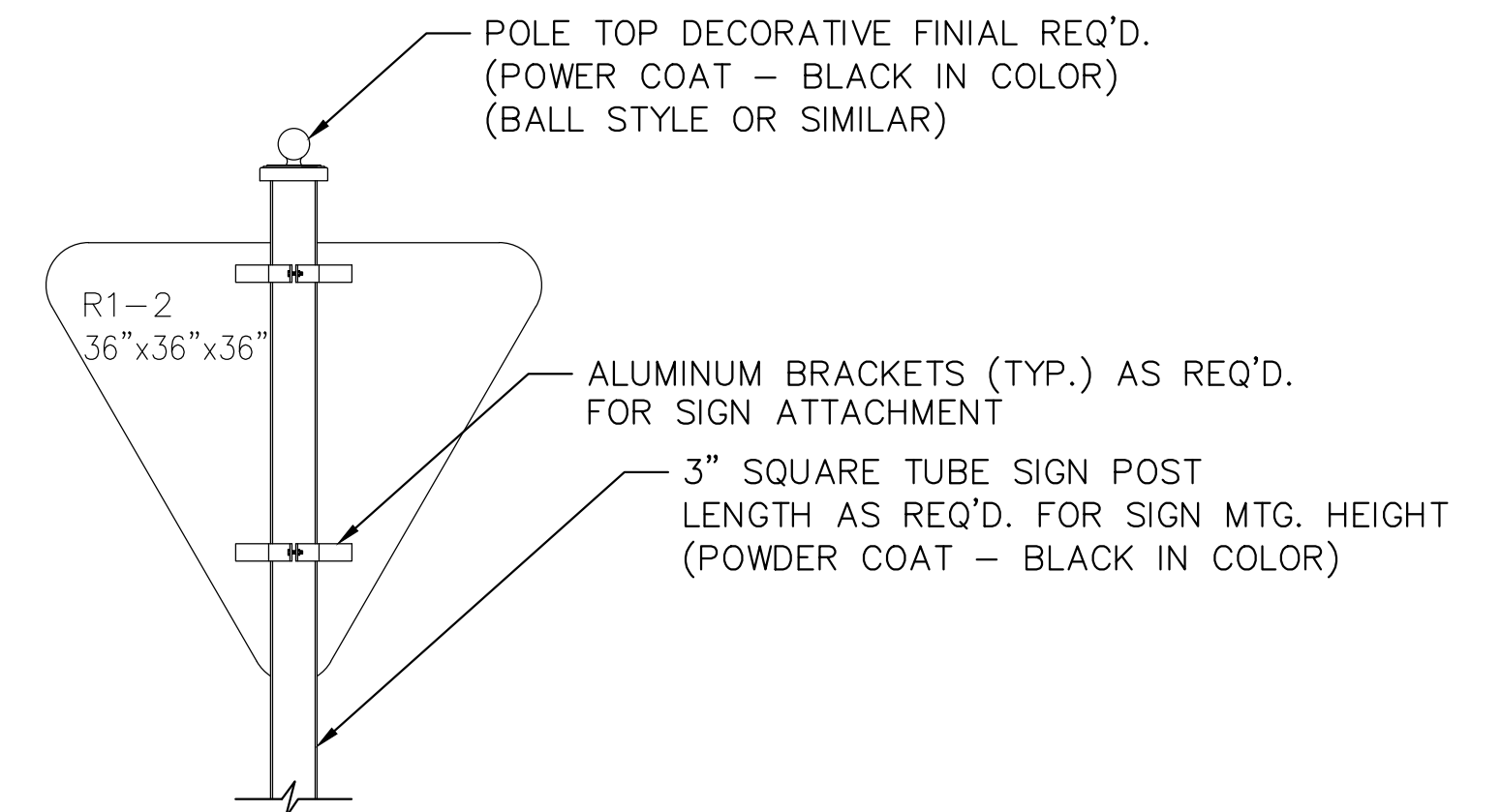
NOTICE TO DRAWING HOLDER NEEL-SCHAFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION 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 ROUNDABOUT PROJECT AT 2ND AVENUE / GREEN STREET / ADELIN STREET FEDERAL AID PROJECT NO. STP-0210-00(037) LPA / 108081-701000 CITY OF HATTIESBURG - FORREST COUNTY HATTIESBURG, MISSISSIPPI		PERMANENT SIGNING PLAN HARDY STREET B.O.P. TO STA. 111+40 AND STA. 115+80 TO E.O.P.	
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					DRWN: CRH	DATE: 05/2020	DRAWING NUMBER:	
					CHKD:	DATE:	PSP-2	
					QA/QC:	DATE:	1002	



TYPICAL DECORATIVE SIGN POST DETAIL
NOT TO SCALE



TYPICAL BACK VIEW OF SIGN
NOT TO SCALE



TYPICAL BACK VIEW OF SIGN
NOT TO SCALE

NOTES:

- SIGN POST ASSEMBLIES SHALL BE PAID FOR UNDER PAY ITEMS 907-630-PP, DECORATIVE SIGN POST, PER EACH ASSEMBLY INSTALLED AND ACCEPTED. PAYMENT SHALL INCLUDE 3" SQUARE POST, BREAKAWAY SIGN SUPPORTS, 30" STUB POST FOR FOOTING, DECORATIVE BALL TYPE POLE TOP FINIALS, SIGN BRACKETS, AND ALL INCIDENTAL ITEMS FOR A COMPLETE SIGN POST ASSEMBLY.
- SIGN POST ASSEMBLY COMPONENTS SHALL BE SUPPLIED FROM A SINGLE SUPPLIER TO PROVIDE A UNIFORM DECORATIVE APPEARANCE, AS MANUFACTURED BY SIGNATURE STREETSCAPES, OR EQUAL.
- CONCRETE FOOTINGS WILL BE PAID PER CY UNDER PAY ITEM 601-B, CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES, PER CUBIC YARD.
- STANDARD ROADSIDE SIGNS TO BE MOUNTED ON POST ASSEMBLIES WILL BE PAID FOR PER SQ. FT. UNDER STANDARD ROADSIDE SIGNS PAY ITEM OF THE THICKNESS SPECIFIED IN THE CONSTRUCTION PLANS.

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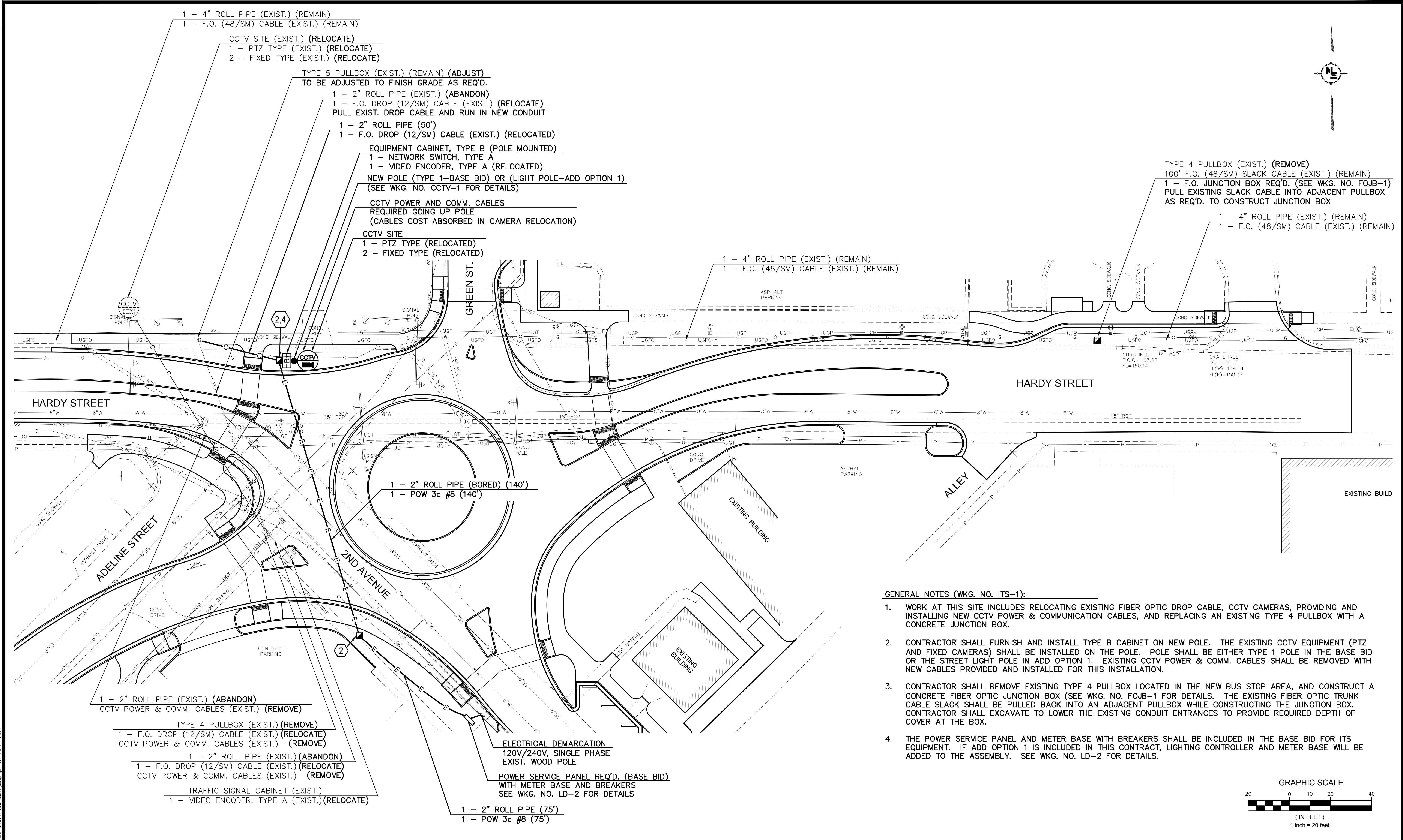
HARDY STREET ROUNDABOUT PROJECT
AT 2ND AVENUE / GREEN STREET / ADELIN STREET
FEDERAL AID PROJECT NO.
STP-0210-00(037) LPA / 108081-701000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



PERMANENT SIGNING
DETAILS

WORKING NUMBER:
PSD-1

DRAWING NUMBER:
1003



GENERAL NOTES (WKG. NO. ITS-1):

- WORK AT THIS SITE INCLUDES RELOCATING EXISTING FIBER OPTIC DROP CABLE, CCTV CAMERAS, PROVIDING AND INSTALLING NEW CCTV POWER & COMMUNICATION CABLES, AND REPLACING AN EXISTING TYPE 4 PULLBOX WITH A CONCRETE JUNCTION BOX.
- CONTRACTOR SHALL FURNISH AND INSTALL TYPE B CABINET ON NEW POLE. THE EXISTING CCTV EQUIPMENT (PTZ AND FIXED CAMERAS) SHALL BE INSTALLED ON THE POLE. POLE SHALL BE EITHER TYPE 1 POLE IN THE BASE BID OR THE STREET LIGHT POLE IN ADD OPTION 1. EXISTING CCTV POWER & COMM. CABLES SHALL BE REMOVED WITH NEW CABLES PROVIDED AND INSTALLED FOR THIS INSTALLATION.
- CONTRACTOR SHALL REMOVE EXISTING TYPE 4 PULLBOX LOCATED IN THE NEW BUS STOP AREA, AND CONSTRUCT A CONCRETE FIBER OPTIC JUNCTION BOX (SEE WKG. NO. FOJB-1 FOR DETAILS). THE EXISTING FIBER OPTIC TRUNK CABLE SLACK SHALL BE PULLED BACK INTO AN ADJACENT PULLBOX WHILE CONSTRUCTING THE JUNCTION BOX. CONTRACTOR SHALL EXCAVATE TO LOWER THE EXISTING CONDUIT ENTRANCES TO PROVIDE REQUIRED DEPTH OF COVER AT THE BOX.
- THE POWER SERVICE PANEL AND METER BASE WITH BREAKERS SHALL BE INCLUDED IN THE BASE BID FOR ITS EQUIPMENT. IF ADD OPTION 1 IS INCLUDED IN THIS CONTRACT, LIGHTING CONTROLLER AND METER BASE WILL BE ADDED TO THE ASSEMBLY. SEE WKG. NO. LD-2 FOR DETAILS.

NOTICE TO DRAWING HOLDER
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				CHKD:	DATE:
				QA/QC:	DATE:

HARDY STREET ROUNDABOUT PROJECT
AT 2ND AVENUE / GREEN STREET / ADELINE STREET
FEDERAL AID PROJECT NO.
STP-0210-00(037) LPA / 108081-701000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



ITS PLAN HARDY STREET AND ROUNDABOUT	
WORKING NUMBER: ITS-1	DRAWING NUMBER: 3001

NOMINAL MINIMUM DIMENSIONS

TYPE (min. nom. dims.)	W	L	D	LOGO
4 (24 in. x 36 in.)	24"	36"	24"	FIBER OPTIC
5 (30 in. x 48 in.)	30"	48"	24"	FIBER OPTIC

TYPE 5 FIBER OPTIC PULLBOXES MUST BE USED AT ALL LOCATIONS WHERE TRUNK SPLICING IS REQUIRED IN THE PULLBOX.

TYPE 4 OR TYPE 5 FIBER OPTIC PULLBOXES MAY BE USED WHERE NO TRUNK SPLICING IS REQUIRED (AS SHOWN ON PLANS).

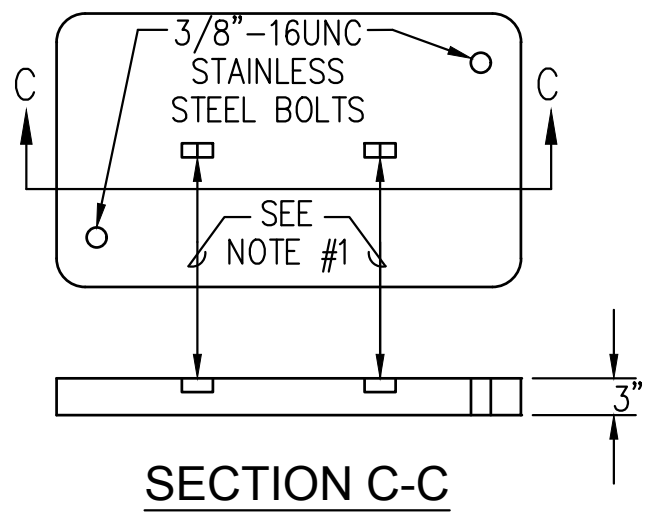
FIBER OPTIC (TYPES 4 AND 5) PULLBOX NOTES:

- NOTCHES SHALL BE PROVIDED FOR REMOVING THE COVER. COVER BOLTS SHALL BE TAMPER-RESISTANT.
- COVER TO HAVE ROUGHENED TOP SURFACE.
- LOGO (FIBER OPTIC) IS TO BE INSCRIBED ON TOP OF THE COVER.
- PULL BOXES AND COVERS SHALL BE TIER 22 - 22,500-POUND DESIGN LOAD, 33,750-POUND TEST LOAD.
- INSTALL STRUTS AND SPLICE CLOSURE INSIDE ALL TYPE 5 FIBER OPTIC PULLBOXES (COST ABSORBED).
- WHERE PULLBOX IS INSTALLED OVER RUN OF EXISTING CONDUIT, EXISTING CONDUITS SHALL BE CUT AND COUPLED TO NEW LARGE RADIUS (6" MIN.) BENDS AS REQUIRED. (COST ABSORBED).

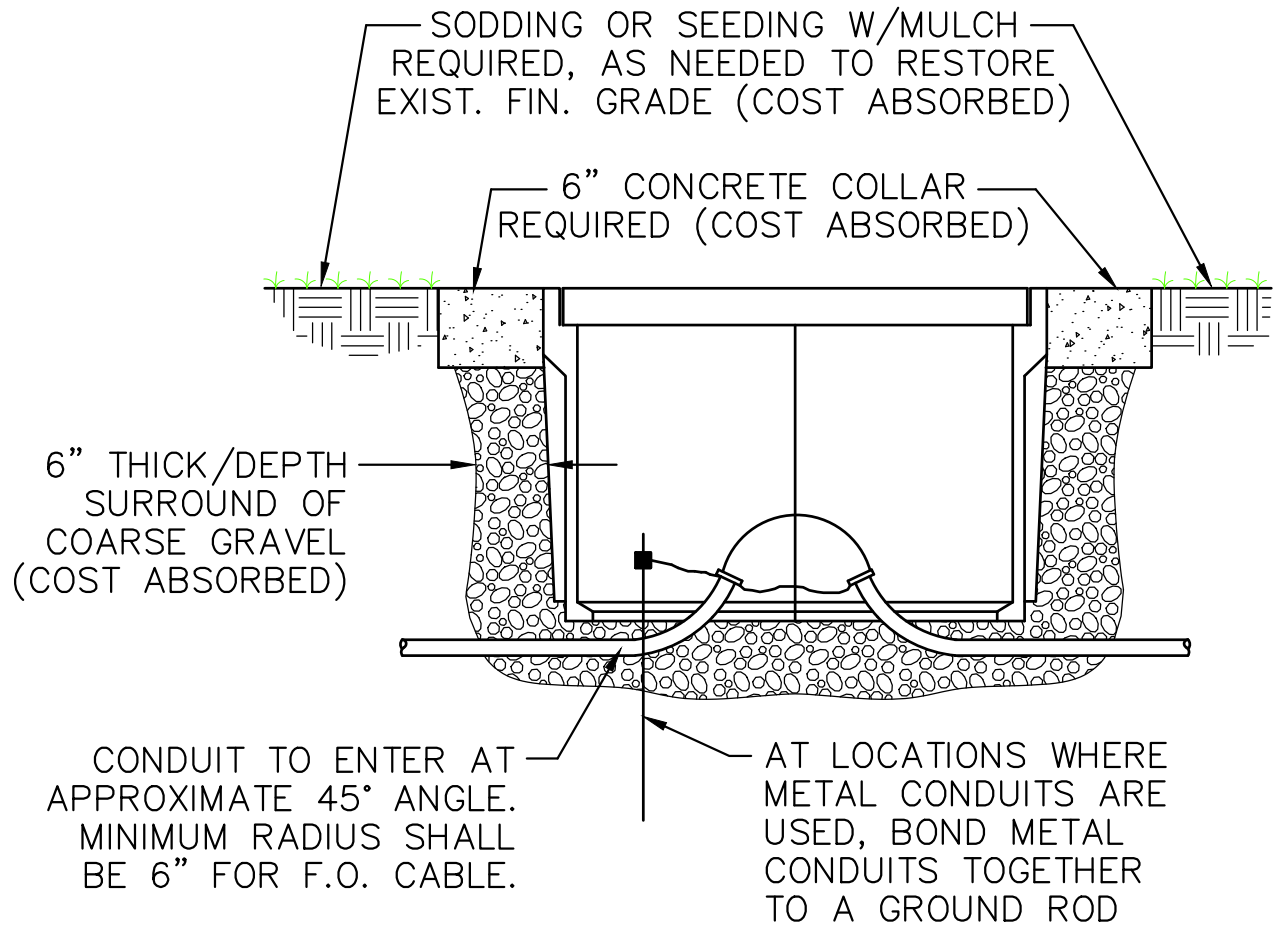
PULLBOX GENERAL NOTES:

- CONDUIT FOR FIBER OPTIC CABLE REQUIRED TO UTILIZE LARGE RADIUS BENDS (MIN. RADIUS 6") NO ELBOW JOINTS ALLOWED.
- WHEN EXISTING PULLBOXES ARE TO BE REPLACED BY LARGER FIBER OPTIC PULLBOXES, THE COST OF REMOVAL, BACKFILL, SIDEWALK, ETC. SHALL BE COST ABSORBED.
- THE COST OF ALL MODIFICATIONS, ADJUSTMENTS, MATERIALS, MOUNTING HARDWARE, ETC. SHALL BE ABSORBED IN OTHER ITEMS, UNLESS A DIRECT PAY ITEM IS PROVIDED.

PULL BOX COVER

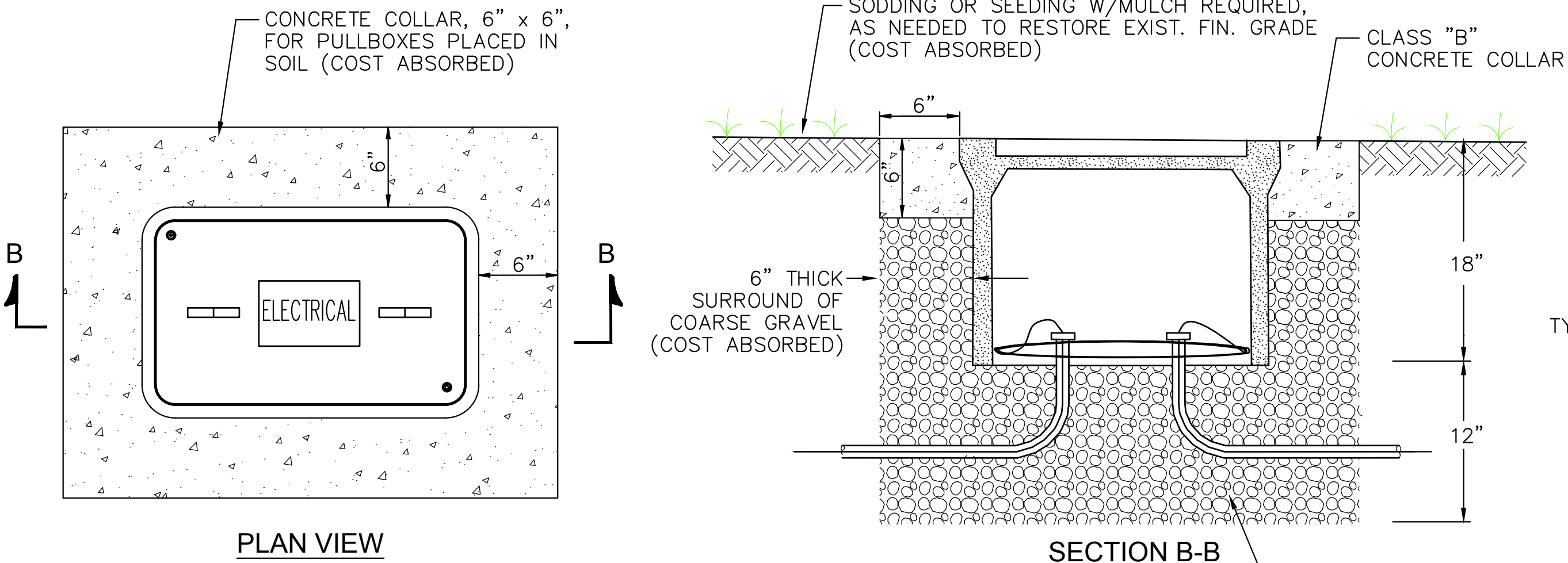


SECTION C-C



FIBER OPTIC (TYPE 4 OR 5) PULLBOX DETAILS

NOT TO SCALE

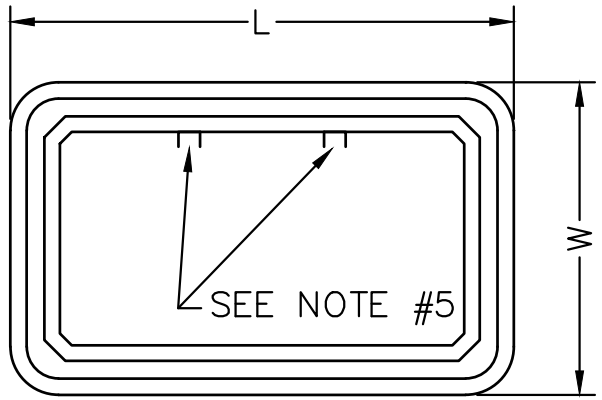


PLAN VIEW

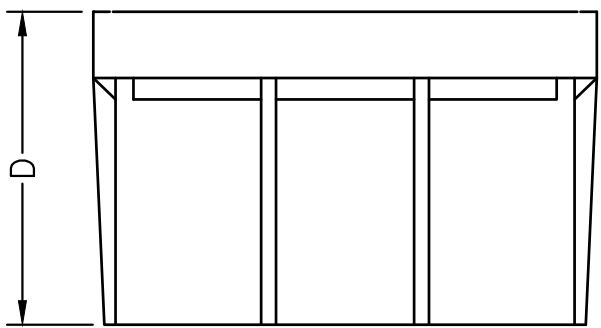
SECTION B-B

ELECTRICAL (TYPE 2) PULLBOX INSTALLATION

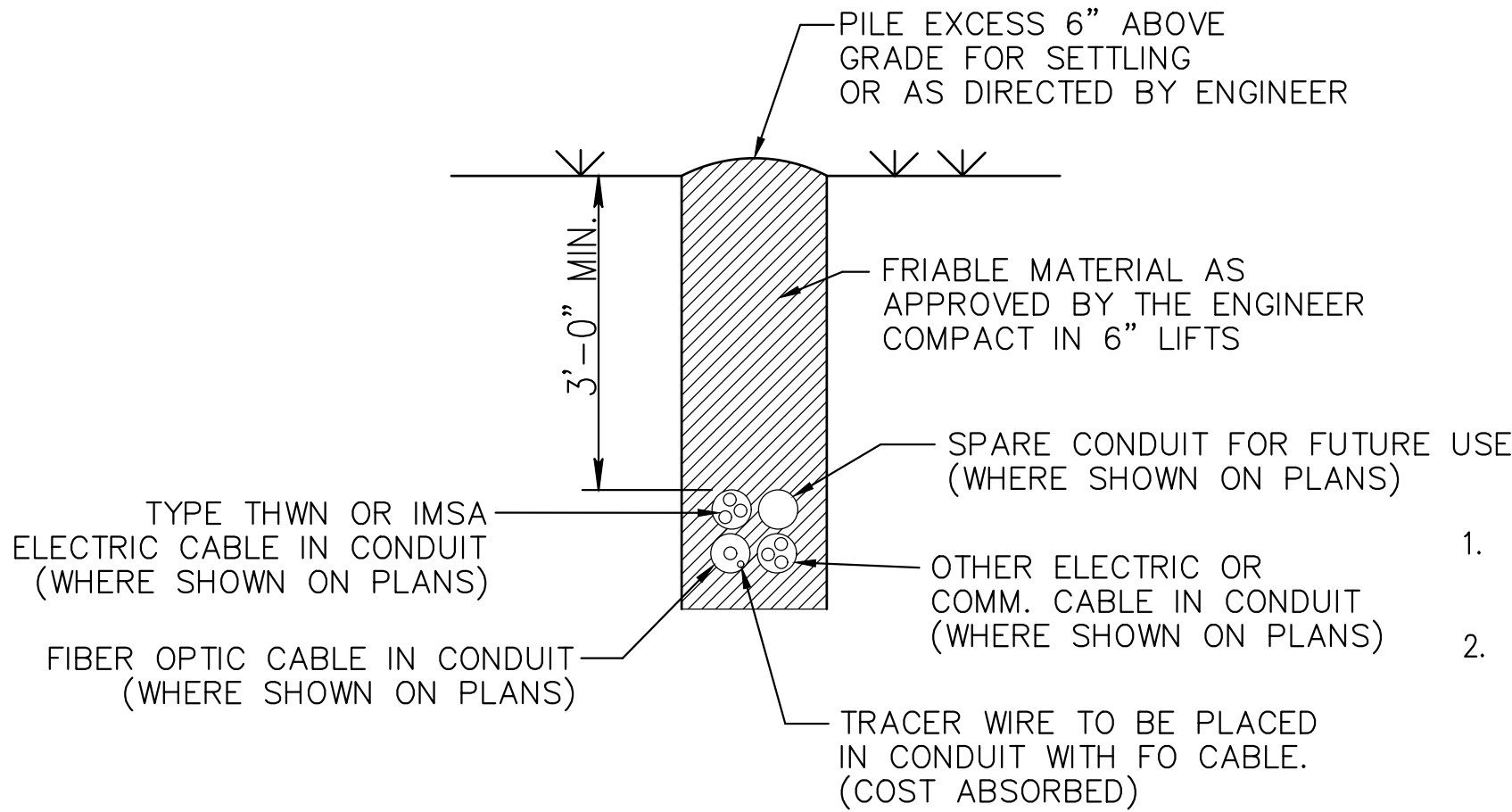
NOT TO SCALE



TOP VIEW



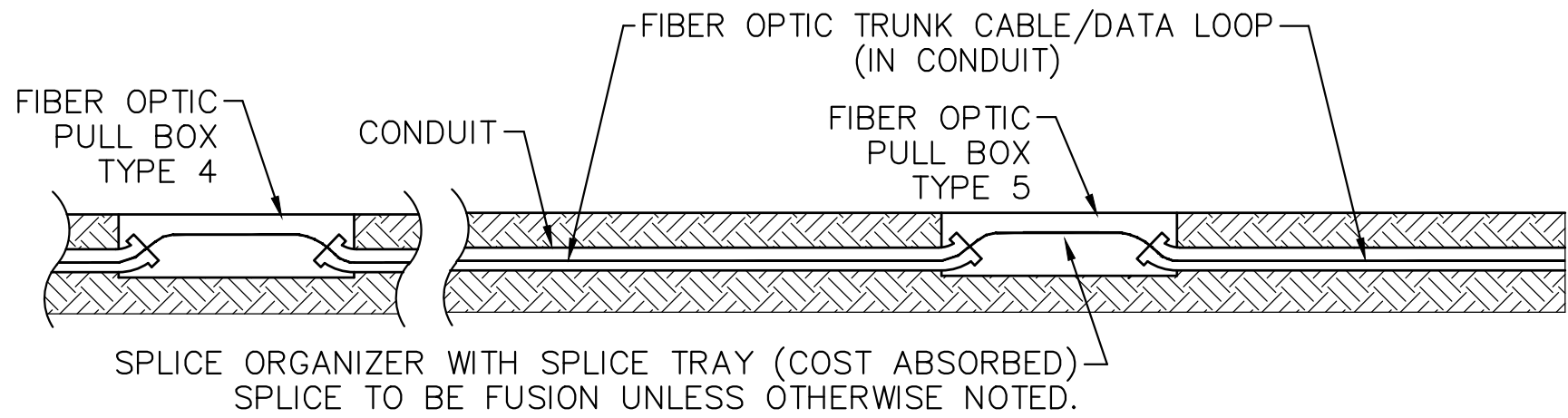
FRONT VIEW



TRENCHING DETAIL - TYPICAL CONDUIT

NOT TO SCALE

ELECTRIC AND/OR FIBER OPTIC CABLE INSTALLATIONS (# OF CONDUITS AND CABLES AS SHOWN ON PLANS)



TRENCHING DETAIL - TYPICAL CONDUIT

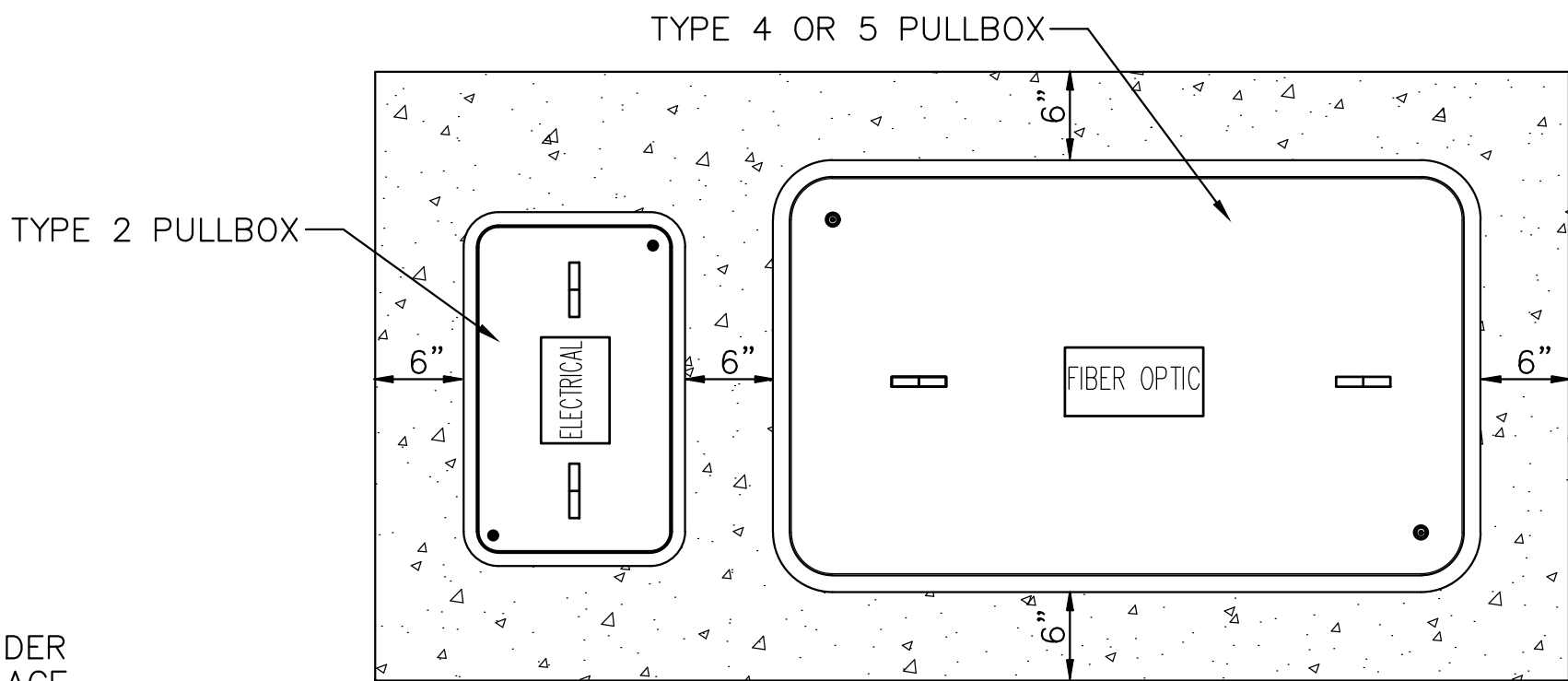
NOT TO SCALE

NOMINAL MINIMUM DIMENSIONS

TYPE (min. nom. dims.)	W	L	D	LOGO
2 (13 in. x 24 in.)	13"	24"	18"	ELECTRICAL

TYPE 2 PULLBOX NOTES:

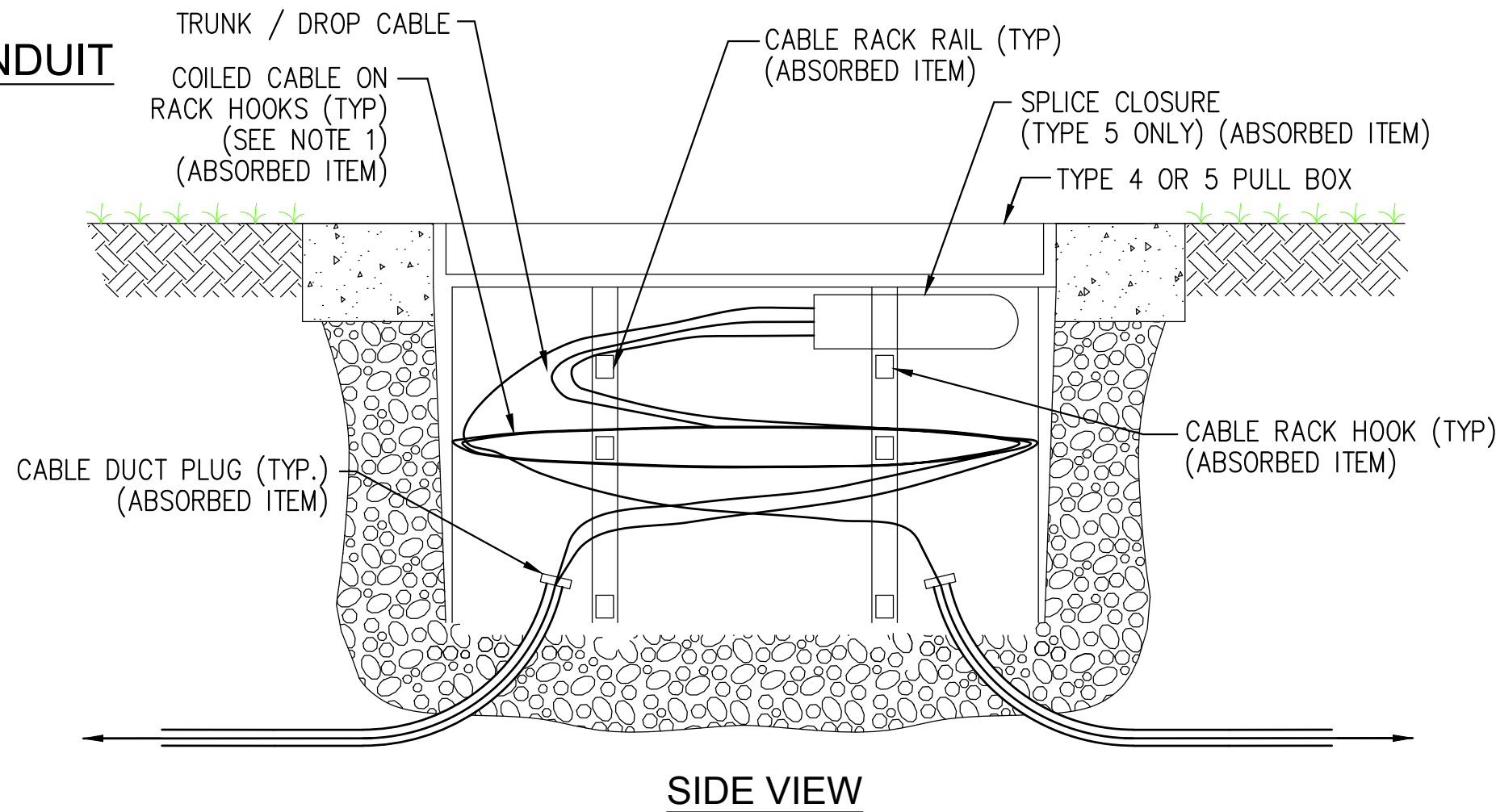
- NOMINAL PULLBOX DIMENSIONS: 24"(L) x 13"(W) x 18"(D)
- GRAVEL, 12" DEEP, IS REQUIRED UNDER PULLBOXES FOR DRAINAGE (COST ABSORBED).
- CONCRETE COLLAR, 6" x 6", IS REQUIRED FOR PULLBOXES PLACED IN SOIL (COST ABSORBED).
- "ELECTRICAL" LOGO REQUIRED.
- COVERS SHALL BOLT DOWN.
- PULL BOXES AND COVERS SHALL BE TIER 22 - 22,500-POUND DESIGN LOAD, 33,750-POUND TEST LOAD.



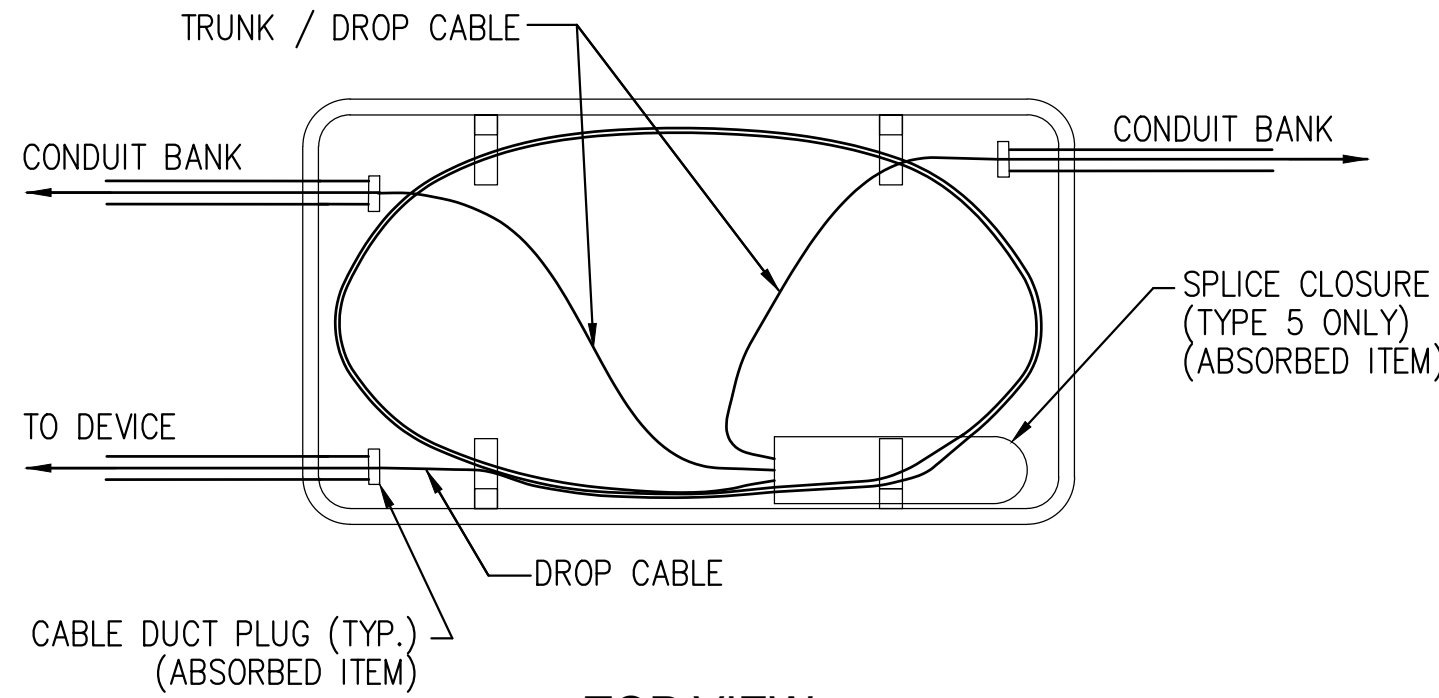
COMBINATION COLLAR FOR TYPE 2 AND 4 OR 5 BOX

NOT TO SCALE

USED WHEN TYPE 2 BOX IS SET ADJACENT TO TYPE 4 OR 5 BOX, MAINTAIN 6" MIN. COLLAR AROUND OUTSIDE OF LARGEST BOX



SIDE VIEW



TOP VIEW

CABLE MANAGEMENT IN FIBER OPTIC (TYPE 4 OR 5) PULL BOX

NOT TO SCALE

NOTES:

- FIBER TRUNK AND DROP CABLE SHALL BE COILED TOGETHER.
- CONDUIT MAY ENTER EITHER SIDE OF THE PULL BOX (RATHER THAN THROUGH BOTTOM) WHERE FIELD CONDITIONS WARRANT.



FIBER OPTIC DETAILS
PULLBOX AND CONDUIT
TRENCHING DETAILS

WORKING NUMBER:
FO-1

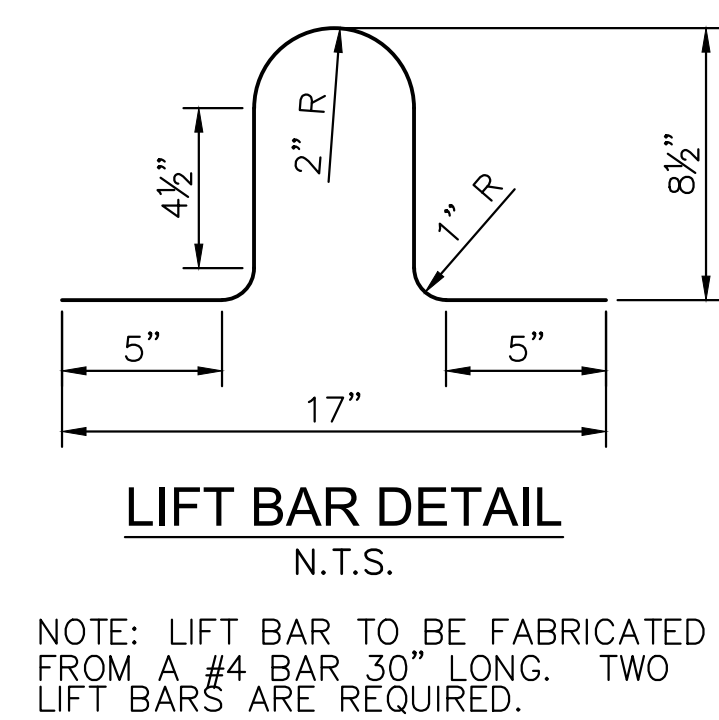
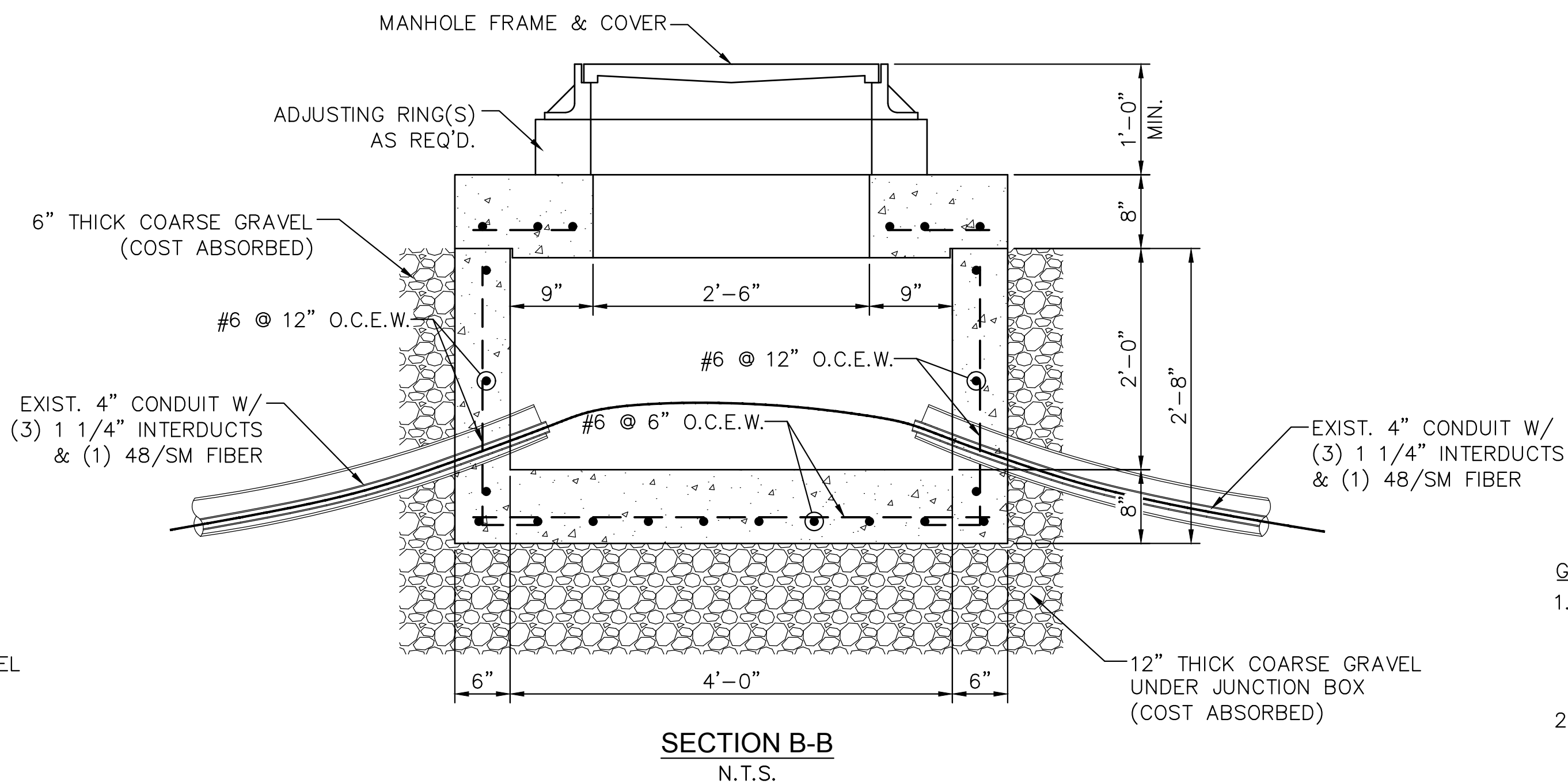
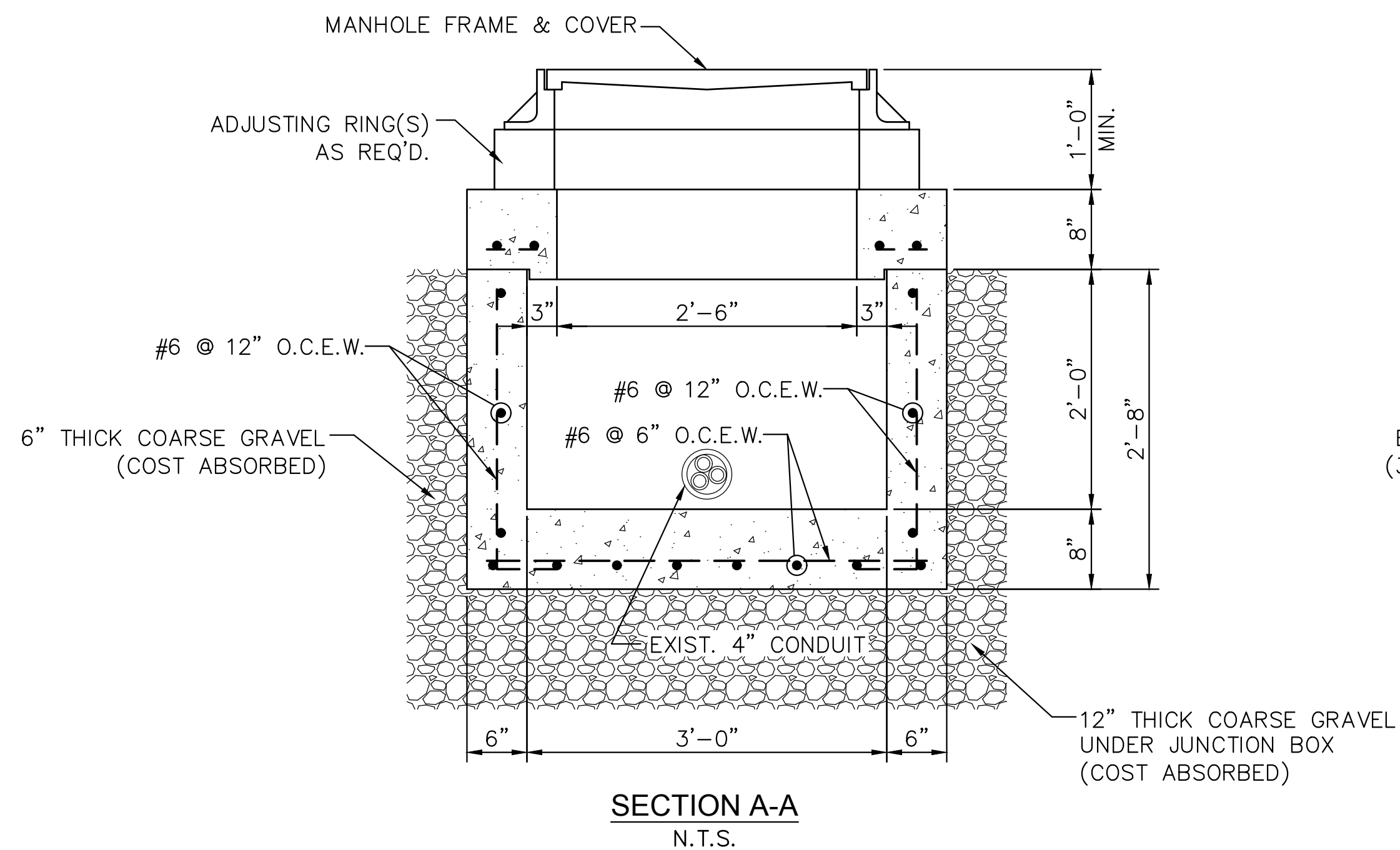
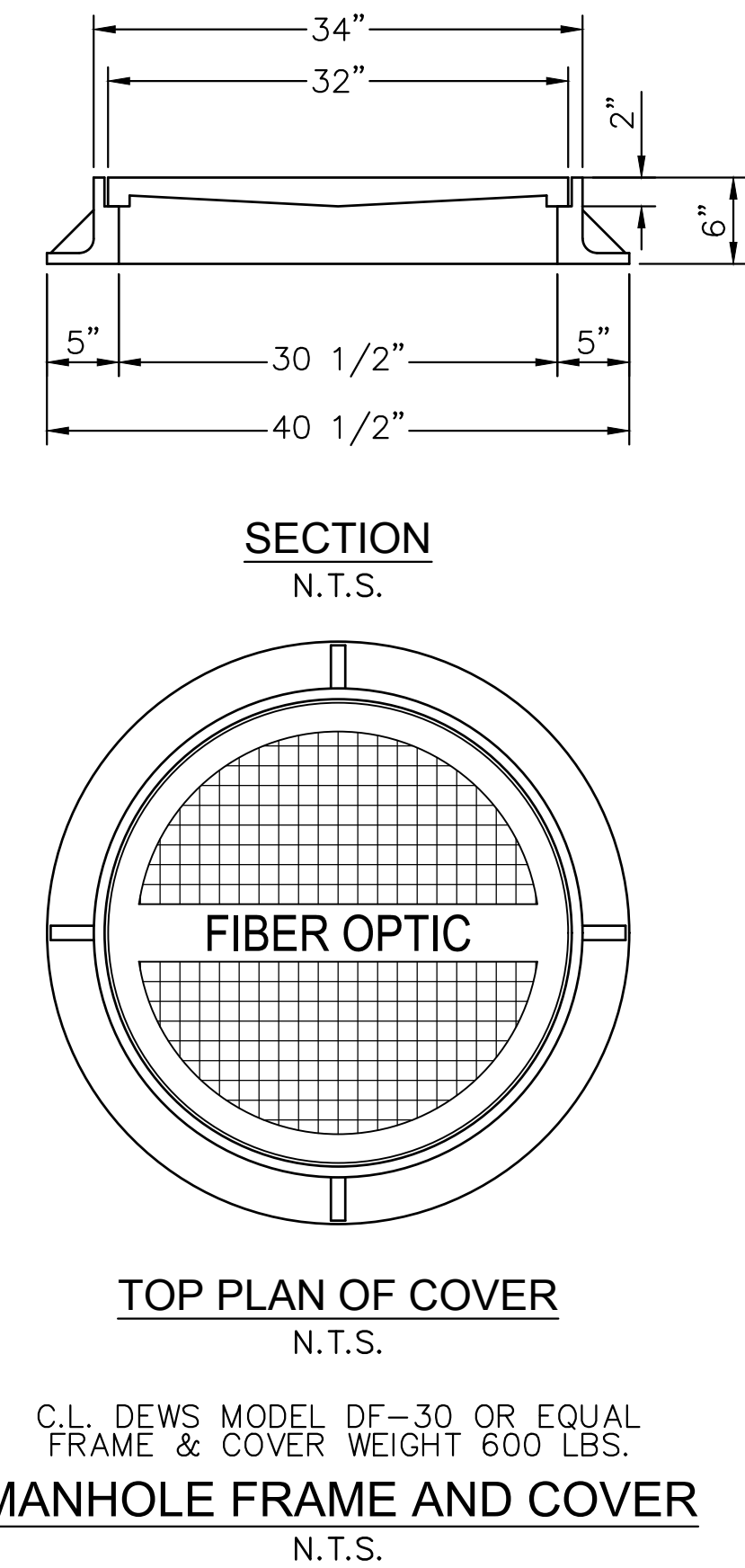
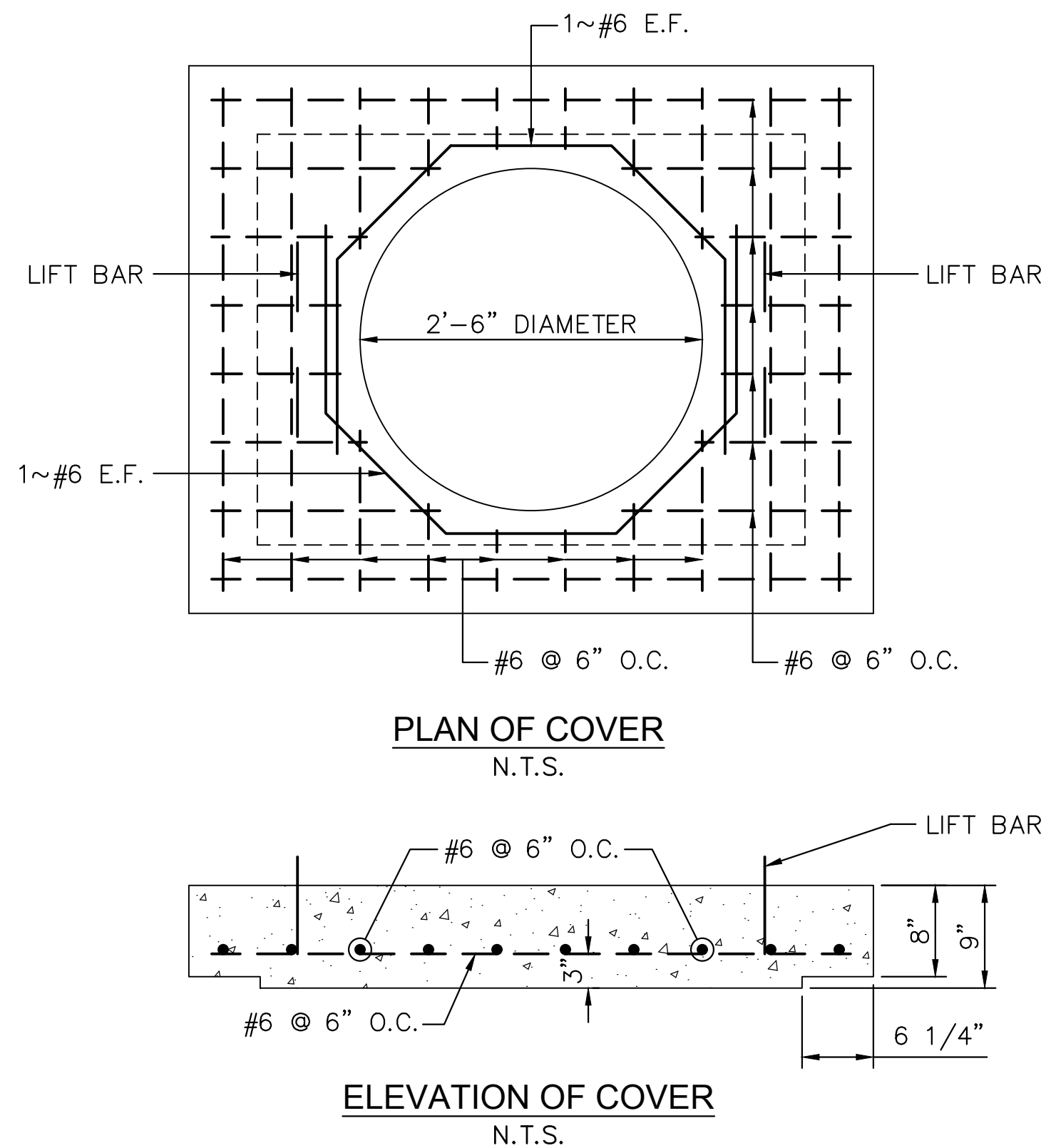
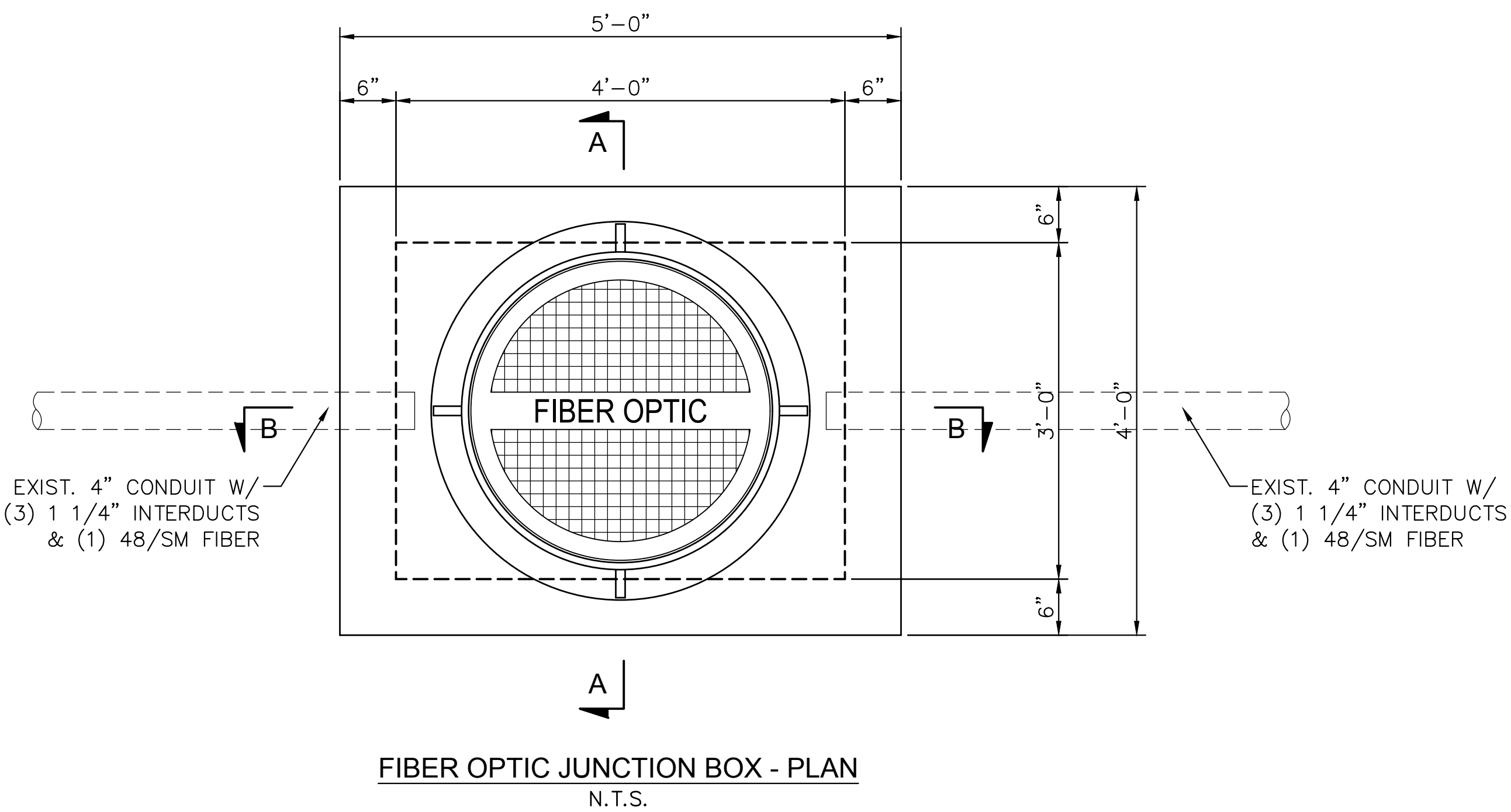
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NOTICE TO DRAWING HOLDER

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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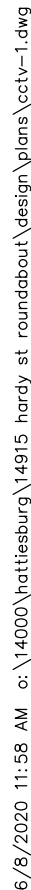
HARDY STREET ROUNDABOUT PROJECT
AT 2ND AVENUE / GREEN STREET / ADELIN STREET
FEDERAL AID PROJECT NO.
STP-0210-00(037) LPA / 108081-701000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



- GENERAL NOTES:**
- ALL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT AND SHALL BE INCLUDED IN THE PRICE BID FOR PAY ITEM 907-242-PP001-CONSTRUCTION OF FIBER OPTIC JUNCTION BOX, PER PLANS-LUMP SUM.
 - CONCRETE SHALL BE CLASS "B" AND REINFORCING STEEL SHALL BE DEFORMED BARS, ASTM A 615, GRADE 60 OR AASHTO M 31, GRADE 60.
 - AFTER REMOVAL OF EXISTING TYPE 4 PULLBOX, CONTRACTOR SHALL EXCAVATE BACK ALONG EXISTING 4" CONDUITS TO LOWER AND ALIGN CONDUITS TO ENTER JUNCTION BOX.

6/6/2020 11:57 AM c:\p000\hattiesburg\14915 hardy at roundabout\neel\neel\fojb-1.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 ROUNDABOUT PROJECT AT 2ND AVENUE / GREEN STREET / ADELIN STREET FEDERAL AID PROJECT NO. STP-0210-00(037) LPA / 108081-701000 CITY OF HATTIESBURG - FORREST COUNTY HATTIESBURG, MISSISSIPPI	 NEEL-SCHAFFER <i>Solutions you can build upon</i>	FIBER OPTIC JUNCTION BOX DETAILS			
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									DRWN: CRH	DATE: 05/2020		
									CHKD:	DATE:		
									QA/QC:	DATE:		



NOT TO SCALE



1. EXACT DIMENSIONS AND LOCATIONS OF ANCHOR BOLTS TO BE SUPPLIED BY THE MANUFACTURER. ANY FOUNDATIONS FAILING TO MEET MINIMUM DIMENSIONS WILL BE REJECTED.
2. MINIMUM STEEL POLE FOUNDATION SHALL BE 2'-6" DIA. 10'-0" DEEP.

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	
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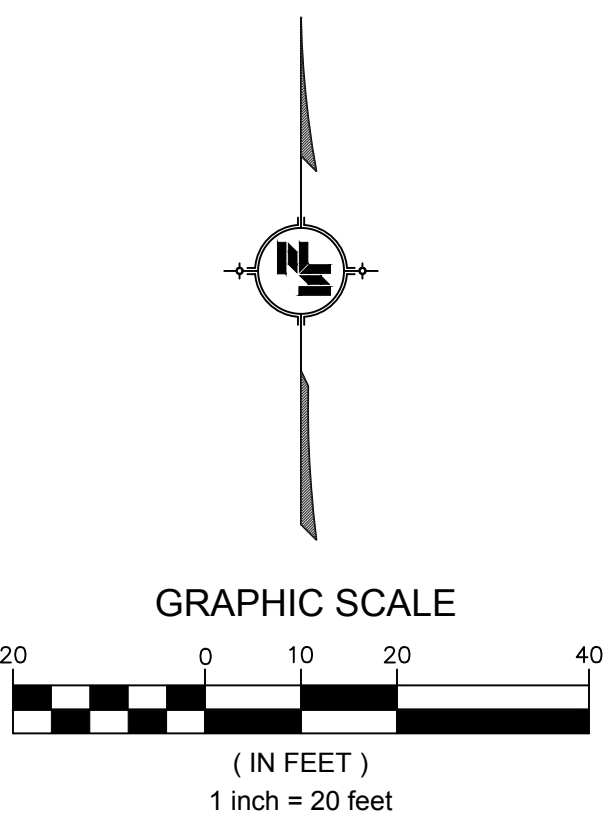
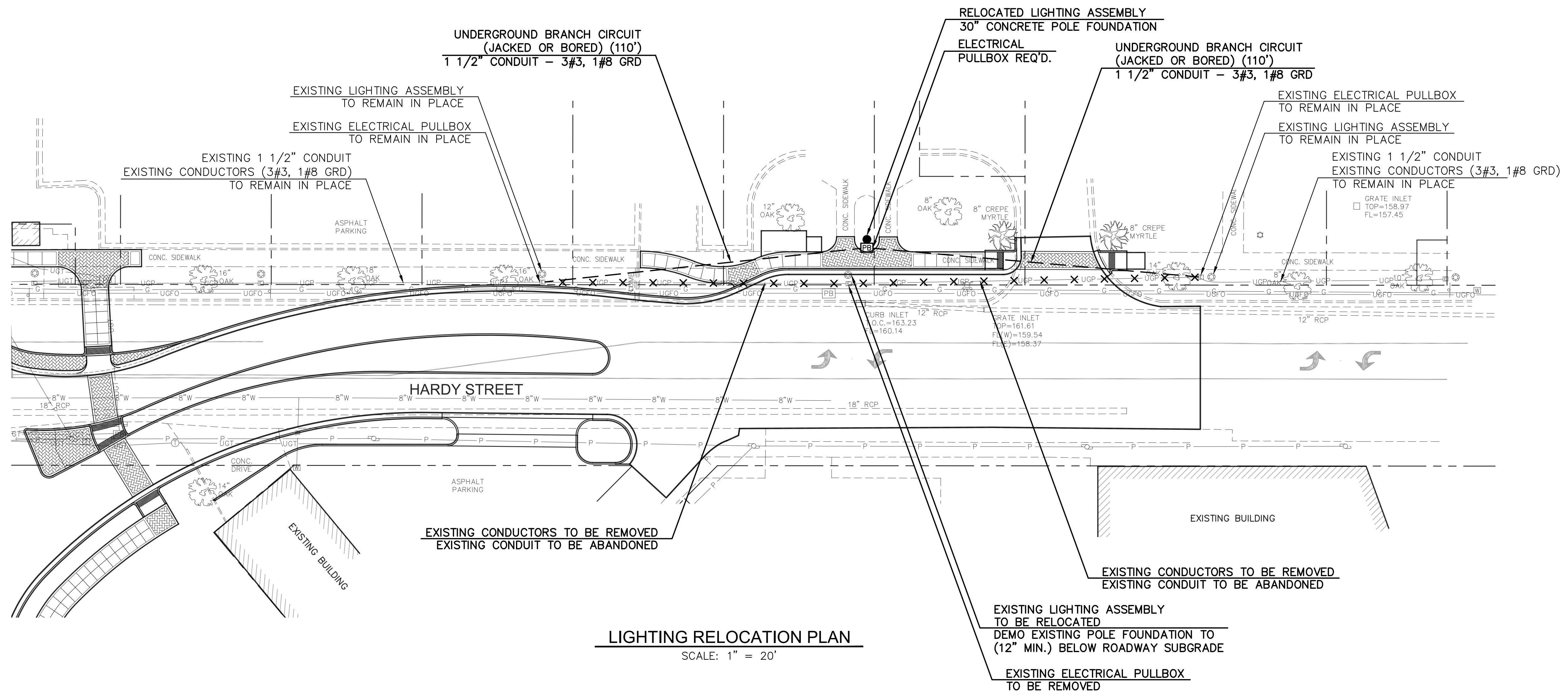
HARDY STREET ROUNDABOUT PROJECT
AT 2ND AVENUE / GREEN STREET / ADELINE STREET
FEDERAL AID PROJECT NO.
STP-0210-00(037) LPA / 108081-701000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



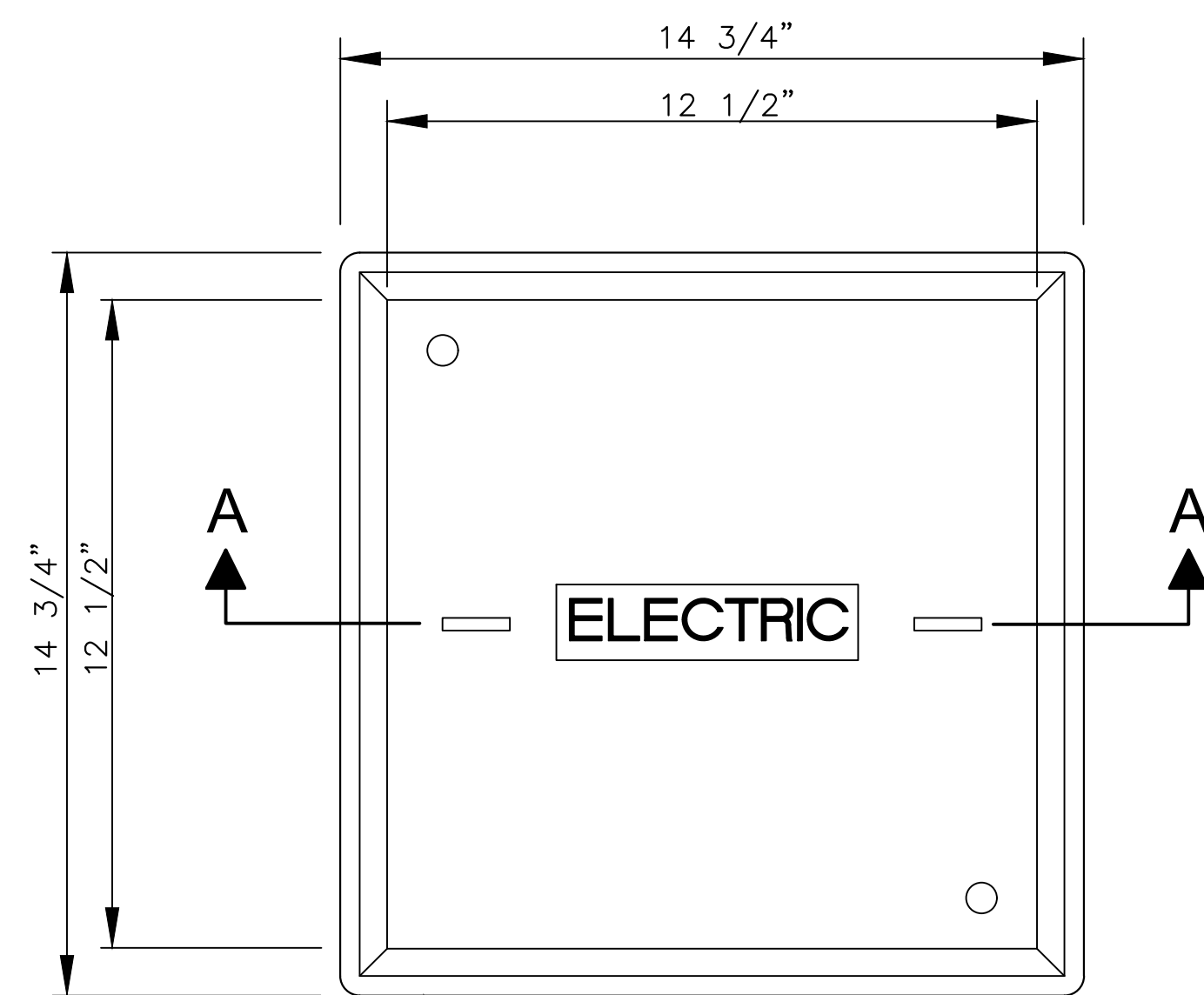
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WORKING NUMBER:
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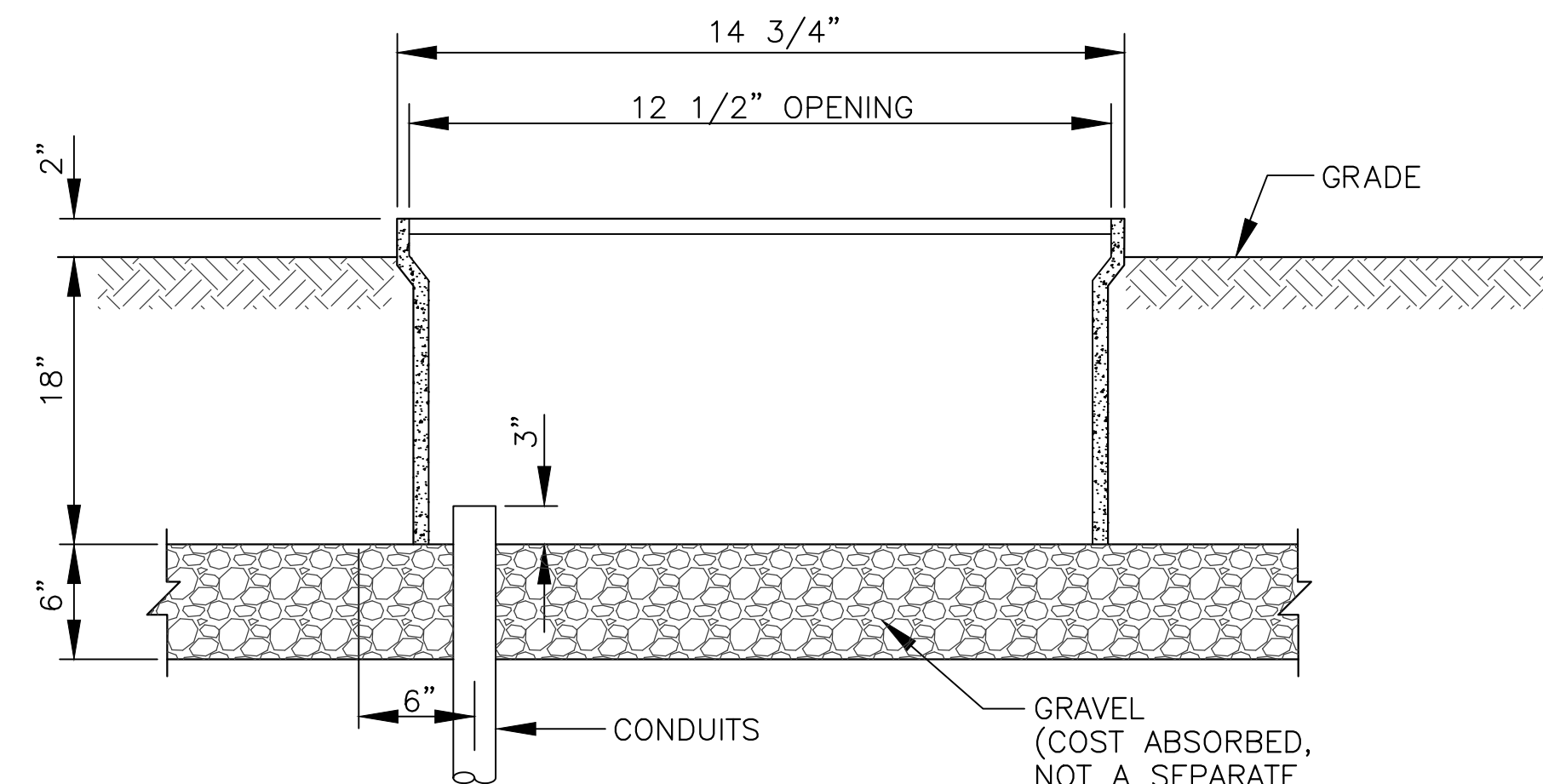
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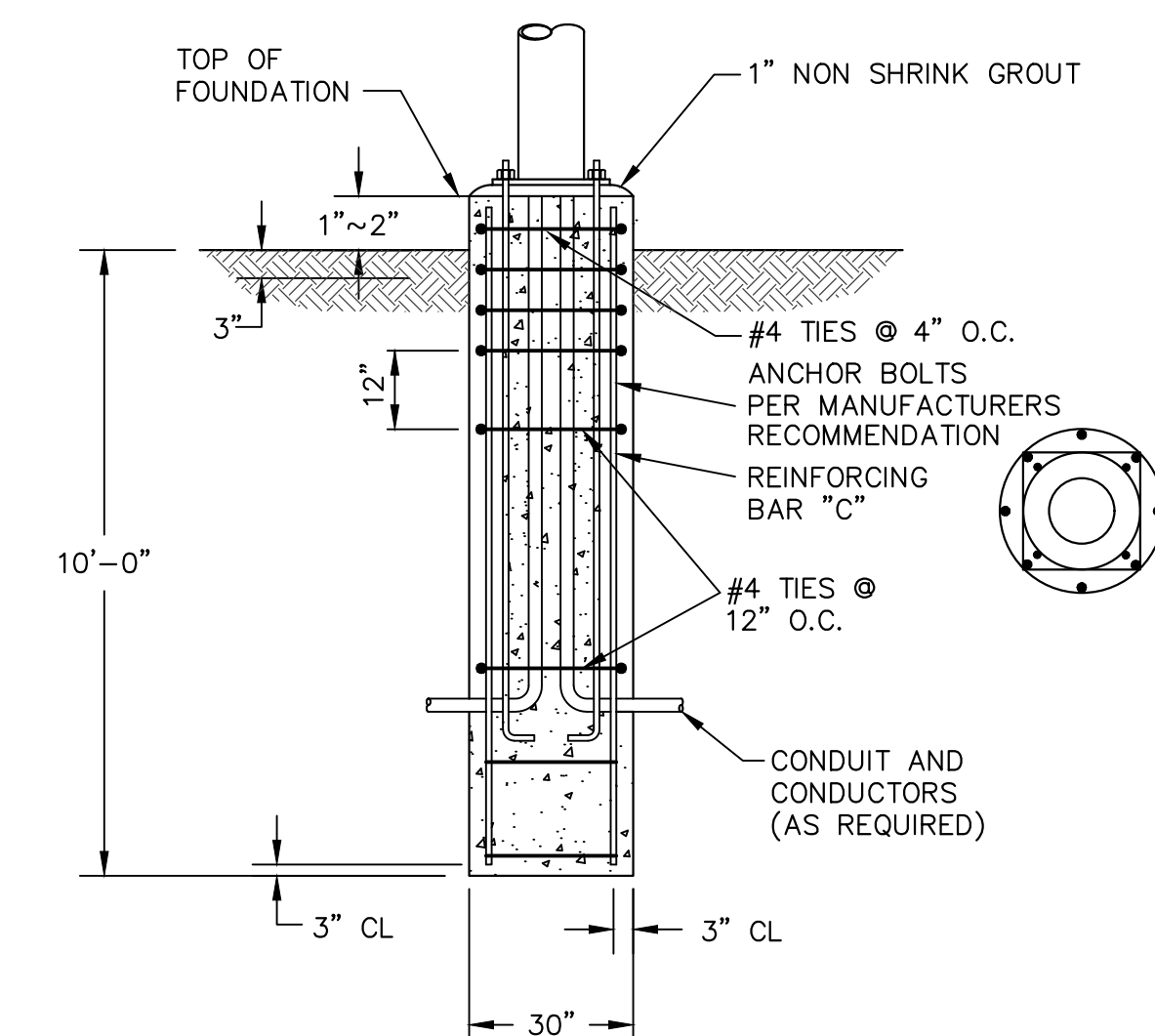
LIGHTING RELOCATION PLAN
SCALE: 1" = 20'



PLAN
N.T.S.



SECTION A-A
N.T.S.



POLE FOUNDATION DETAILS
N.T.S.

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HARDY STREET ROUNDABOUT PROJECT
AT 2ND AVENUE / GREEN STREET / ADELIN STREET
FEDERAL AID PROJECT NO.
STP-0210-00(037) LPA / 108081-701000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



LIGHTING RELOCATION PLAN
AND DETAILS

WORKING NUMBER:	DRAWING NUMBER:
LP-1	4001

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LIGHTING NOTES

- 1

ALL LIGHTING ASSEMBLY LOCATIONS WILL BE STAKED IN THE FIELD BY THE CONTRACTOR. THESE LOCATIONS SHALL BE APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION OF THE ASSEMBLIES. COST OF STAKING SHALL BE ABSORBED IN OTHER ITEMS.
- 2

ALL QUANTITIES SHOWN FOR BRANCH CIRCUITS ARE APPROXIMATE AND MAY NOT REFLECT LENGTHS REQUIRED BY THE TERRAIN IN THE FIELD.
- 3

THE COST OF DISPOSING OF MATERIALS DEEMED AS EXCESS EXCAVATION SHALL BE ABSORBED FOR PAYMENT IN OTHER ITEMS.
- 4

CONTRACTOR SHALL PROVIDE TOUCH UP PAINT SUPPLIED BY POLE MANUFACTURER TO MATCH POLE FINISH.
- 5

IT SHALL BE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS APRONS, BRIDGES, 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.
- 6

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 (INCLUDING MISSISSIPPI ONE CALL) TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.
- 7

METAL POLES SHALL BE SHIPPED TO SITE LOCATION SECURED WITH NYLON OR OTHER SUITABLE TIE DOWN MEANS TO PREVENT DAMAGE TO POLE SURFACE. CABLE OR CHAIN LASHINGS ARE NOT TO BE USED.
- 8

CONTRACTOR MAY JACK OR BORE A SINGLE SLEEVE FOR INSTALLATION OF MULTIPLE BRANCH CIRCUIT CONDUITS AT A ROADWAY CROSSING, RATHER THAN JACKING OR BORING INDIVIDUAL CONDUITS. THE INSTALLATION OF THE SLEEVE AND FIRST CONDUIT WILL BE PAID FOR AT THE BID PRICE FOR UNDERGROUND BRANCH CIRCUIT (JACKED OR BORED). ADDITIONAL CONDUITS PLACED IN THE SLEEVE SHALL BE PAID FOR AT THE BID PRICE OF REGULAR UNDERGROUND BRANCH CIRCUIT. NO ADDITIONAL COMPENSATION WILL BE GIVEN FOR LARGER SLEEVE. SUBMIT SIZE OF SLEEVE AND MATERIALS FOR APPROVAL PRIOR TO INSTALLATION.
- 9

WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING, OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION. ALL COSTS FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE BID FOR CONTRACT ITEMS.
- 10

A TREMIE SHALL BE USED TO PLACE CONCRETE FOR FOUNDATIONS.

ABBREVIATIONS

- ⊙

A.W.G.

B.O.P.

BRCH.

℄

CKT

CY

EA.

E.O.P.

EXP.

H.P.S.

I.E.S.

LA-3,HA-1

L.F.

L.S.

LT.

m

MDOT

NE.

NPS

NW.

O.C.

PVC

RT.

SE.

S.P.C.

SW.

THW

UNGD.

LED
- AT

- AMERICAN WIRE GAUGE

- BEGINNING OF PROJECT

- BRANCH

- CENTERLINE

- CIRCUIT

- CUBIC YARDS

- EACH

- END OF PROJECT

- EXPOSED

- HIGH PRESSURE SODIUM

- ILLUMINATING ENGINEERING SOCIETY

- LIGHTING ASSEMBLY - NUMBER

- LINEAR FEET

- LUMP SUM

- LEFT

- METER

- MISSISSIPPI DEPARTMENT OF TRANSPORTATION

- NORTHEAST

- NOMINAL PIPE SIZE

- NORTHWEST

- ON CENTER

- POLYVINYL CHLORIDE

- RIGHT

- SOUTHEAST

- SECONDARY POWER CONTROLLER

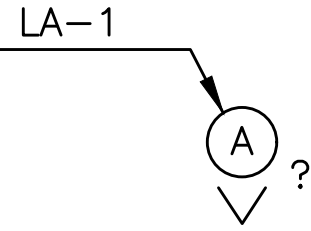
- SOUTHWEST

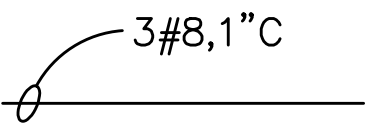
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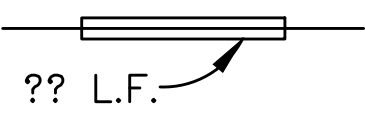
- UNDERGROUND

- LIGHT EMITTING DIODE

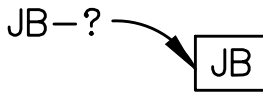
LEGEND

- 

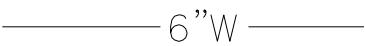
LOW MAST LIGHTING ASSEMBLY, DESIGNATION AND CIRCUIT NO., 25FT. POLE, 6' MOUNTING ARM
1 - 97 WATT LED ^ INDICATES ORIENTATION OF FIXTURE
TYPE III DISTRIBUTION LUMINAIRES. (TYPE 25-2-6-97)
SIDEWALK FIXTURE IS 61 WATTS
- 

UNDERGROUND SECONDARY BRANCH CIRCUIT, NO. OF CONDUCTORS
- 

UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, LENGTH.
- 

SECONDARY POWER CONTROLLER
- 

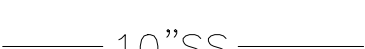
JUNCTION BOX
- 

EXISTING TELEPHONE LINE
- 

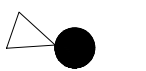
EXISTING UNDERGROUND WATER LINE
- 

EXISTING UNDERGROUND GAS LINE
- 

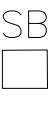
EXISTING OVERHEAD POWER LINE
- 

EXISTING UNDERGROUND FIBER OPTIC
- 

EXISTING SANITARY SEWER LINE
- 

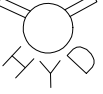
EXISTING POWER POLE
- 

EXISTING POWER MOUNTED TRANSFORMER
- 

EXISTING TELEPHONE PEDESTAL
- 

EXISTING TAFFIC SIGNAL CABINET
- 

EXISTING WATER VALVE
- 

EXISTING WATER METER
- 

EXISTING FIRE HYDRANT
- 

EXISTING SANITARY SEWER MANHOLE
- 

EXISTING PULL BOX
- 

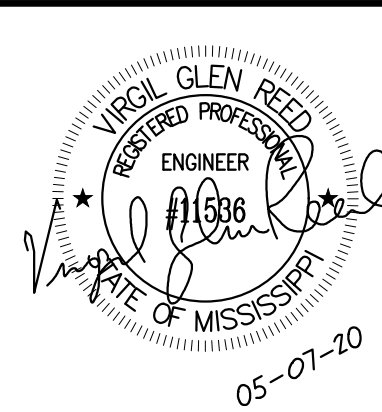
EXISTING TREE

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				DSGN: VGR	DATE: 05/2020
				DRWN: JEM	DATE: 05/2020
				CHKD: GPC	DATE: 05/2020
				QA/QC: BH	DATE: 05/2020

HARDY STREET ROUNDABOUT PROJECT
AT 2ND AVENUE / GREEN STREET / ADELINE STREET
FEDERAL AID PROJECT NO.
STP-0210-00(037) LPA / 108081-701000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



(ADD OPTION 1)
LIGHTING
GENERAL NOTES
ABBREVIATIONS AND LEGEND

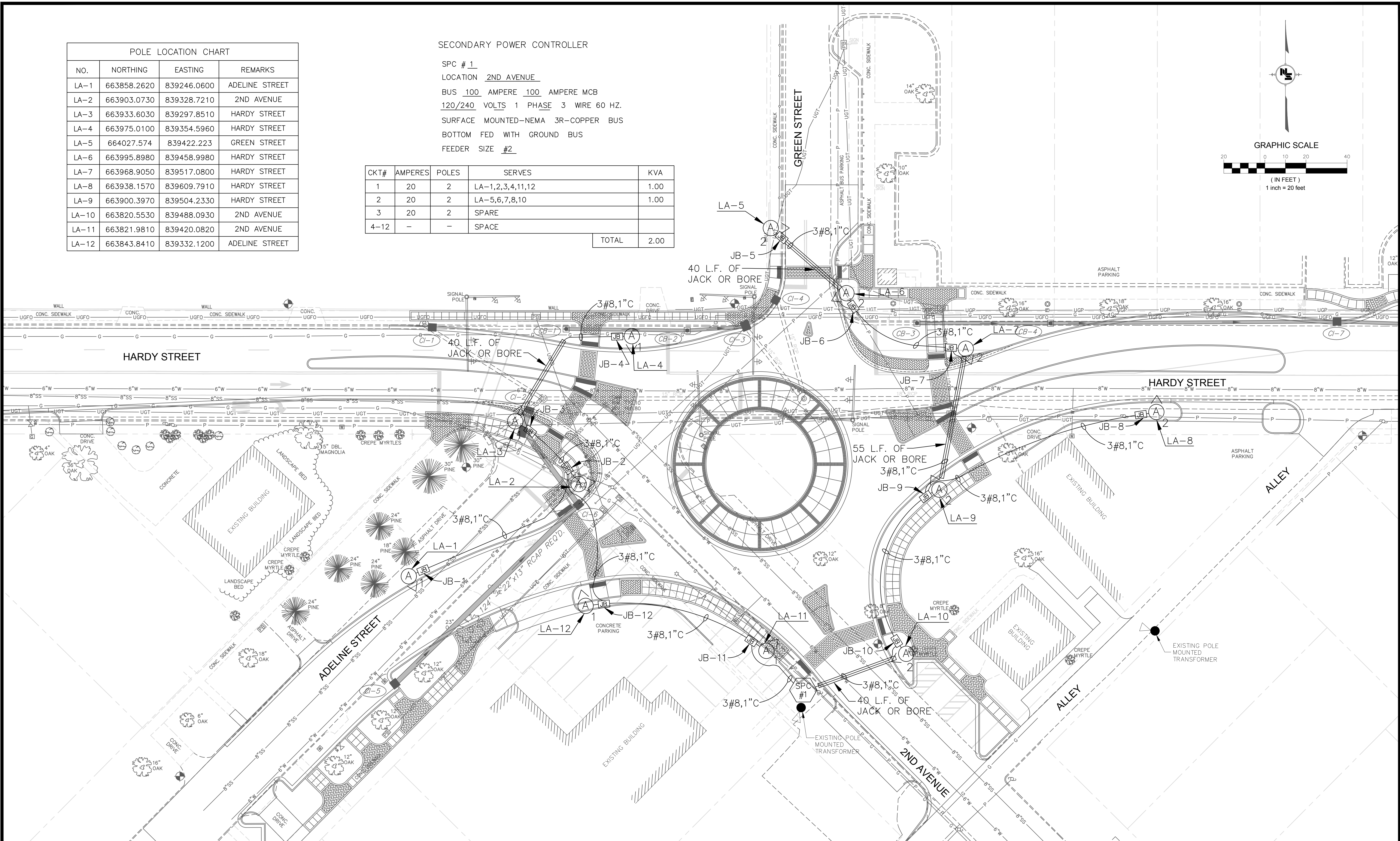
WORKING NUMBER: LN-1	DRAWING NUMBER: 4002
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POLE LOCATION CHART			
NO.	NORTHING	EASTING	REMARKS
LA-1	663858.2620	839246.0600	ADELINE STREET
LA-2	663903.0730	839328.7210	2ND AVENUE
LA-3	663933.6030	839297.8510	HARDY STREET
LA-4	663975.0100	839354.5960	HARDY STREET
LA-5	664027.574	839422.223	GREEN STREET
LA-6	663995.8980	839458.9980	HARDY STREET
LA-7	663968.9050	839517.0800	HARDY STREET
LA-8	663938.1570	839609.7910	HARDY STREET
LA-9	663900.3970	839504.2330	HARDY STREET
LA-10	663820.5530	839488.0930	2ND AVENUE
LA-11	663821.9810	839420.0820	2ND AVENUE
LA-12	663843.8410	839332.1200	ADELINE STREET

SECONDARY POWER CONTROLLER

SPC # 1
LOCATION 2ND AVENUE
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	2	LA-1,2,3,4,11,12	1.00
2	20	2	LA-5,6,7,8,10	1.00
3	20	2	SPARE	
4-12	-	-	SPACE	
TOTAL				2.00



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NO.	DATE	BY	DESCRIPTION

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STP-0210-00(037)LPA / 108081-701000
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

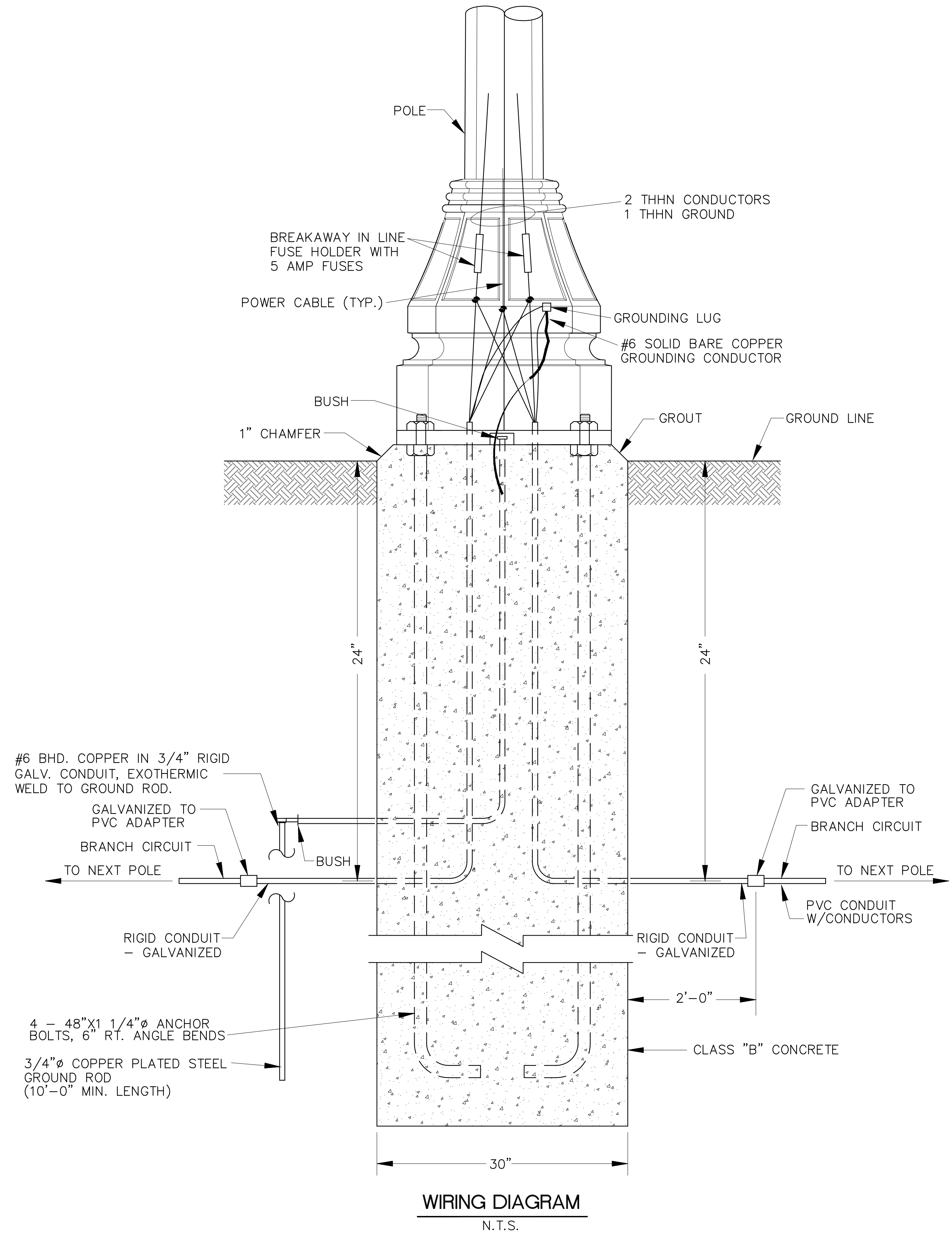
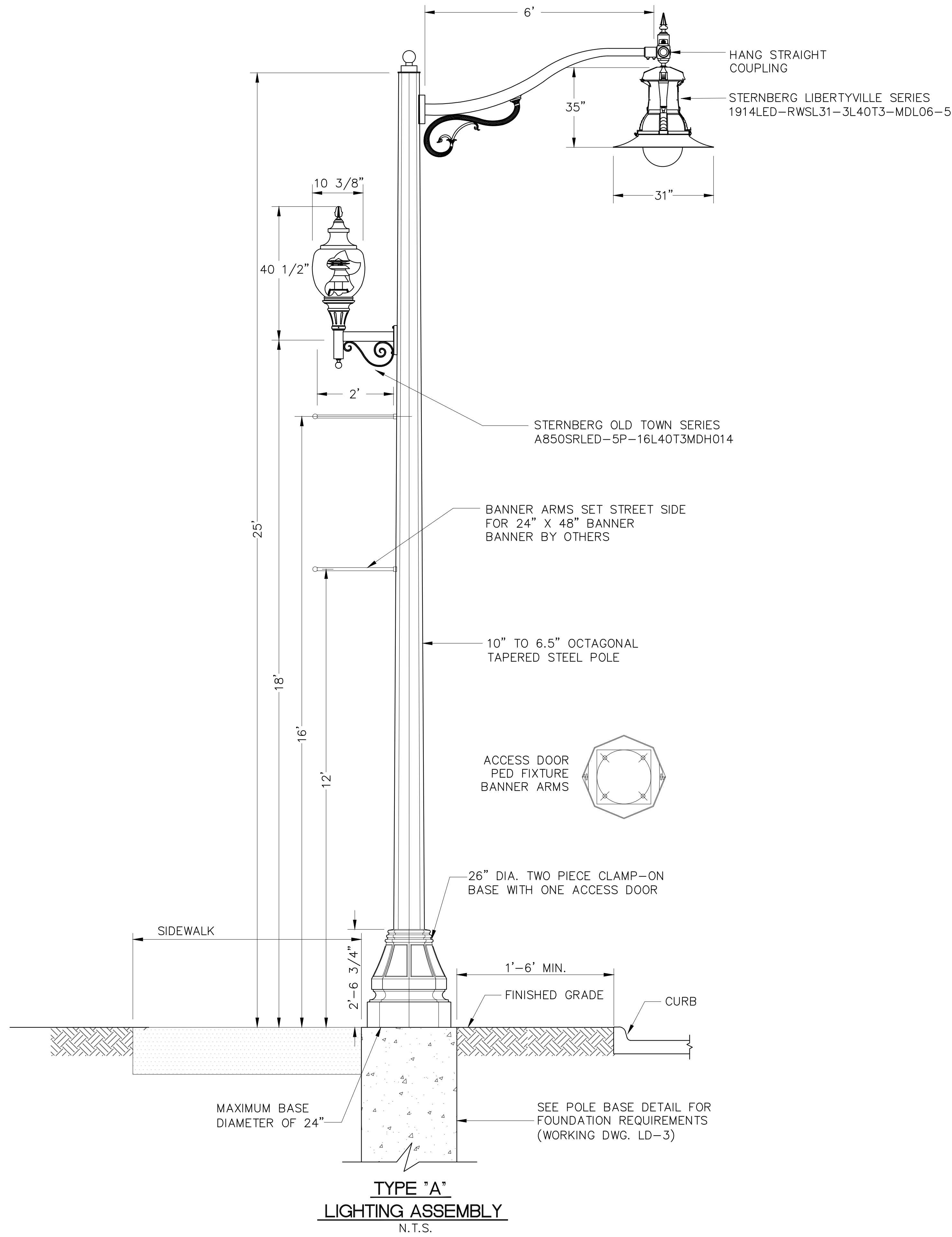
VICHL GLEN REDD
REGISTERED PROFESSIONAL ENGINEER
STATE OF MISSISSIPPI
05-07-20

NEEL-SCHAFFER
Solutions you can build upon

(ADD OPTION 1) LIGHTING PLAN LAYOUT	WORKING NUMBER: LPL-1	DRAWING NUMBER: 4003
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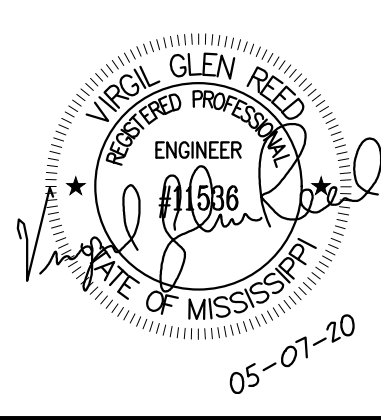


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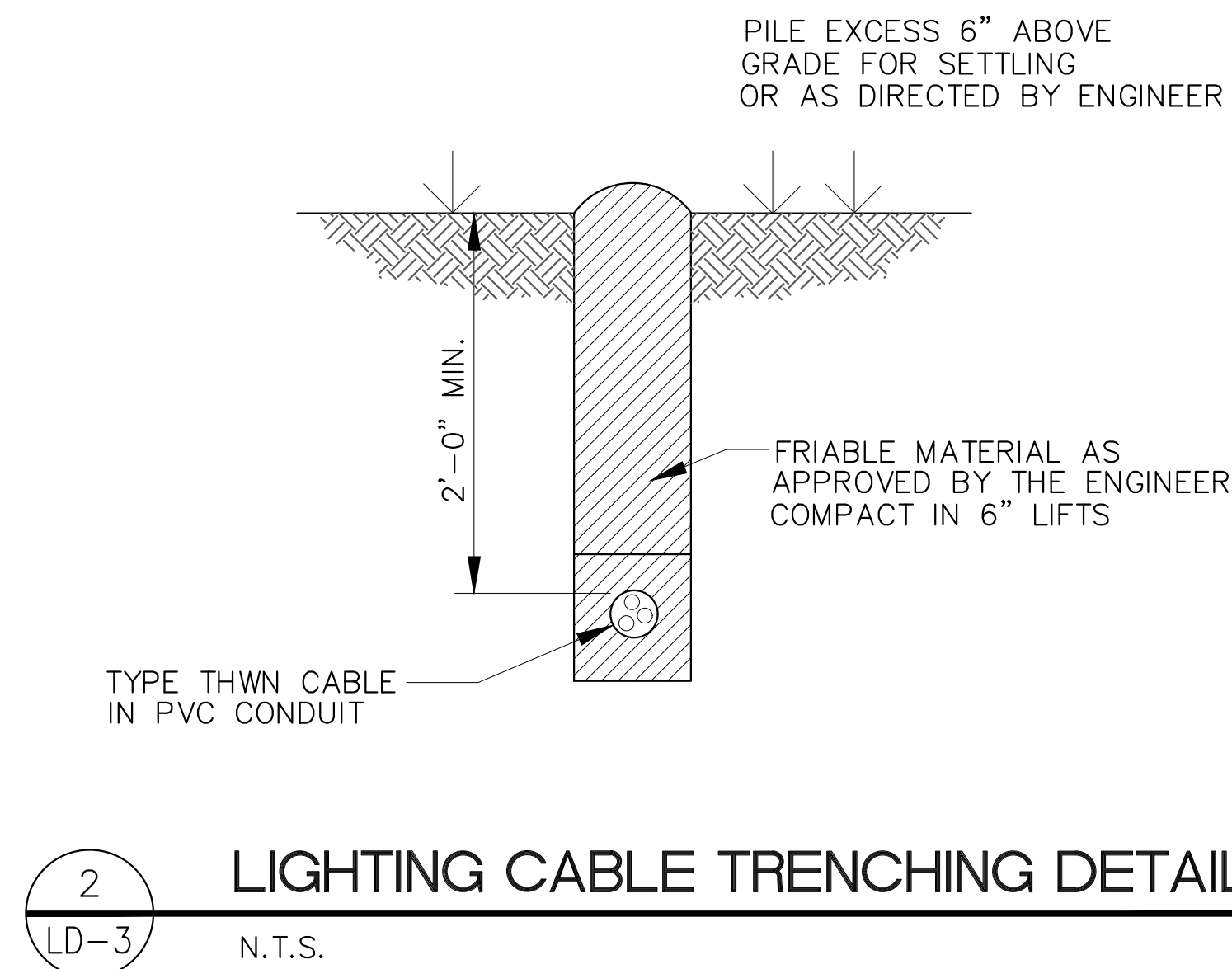
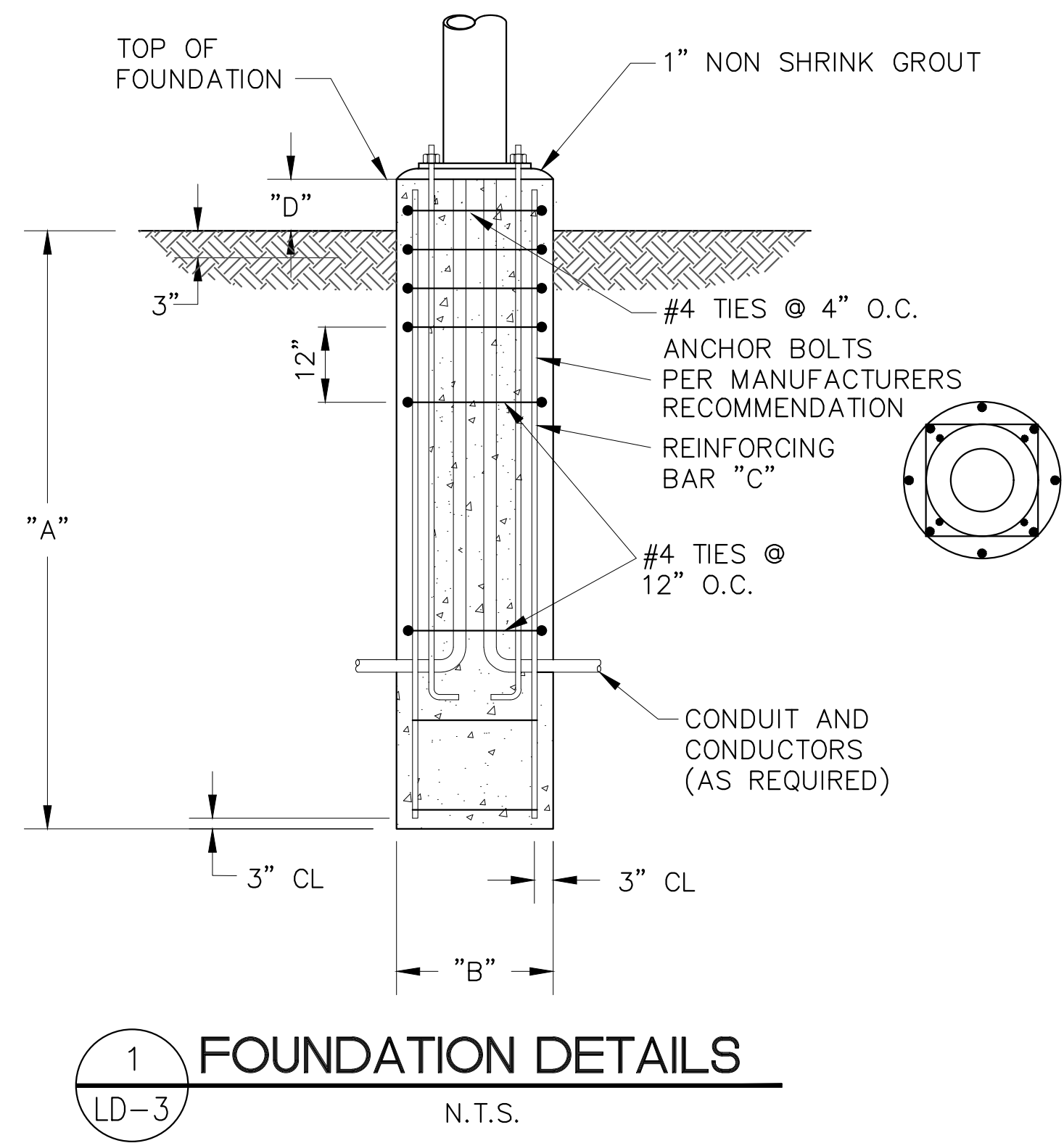
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HARDY STREET ROUNDABOUT PROJECT
AT 2ND AVENUE / GREEN STREET / ADELIN STREET
FEDERAL AID PROJECT NO.
STP-0210-00(037) LPA / 108081-701000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



(ADD OPTION 1) LIGHTING DETAILS I	
WORKING NUMBER: LD-1	DRAWING NUMBER: 4004

5/7/2020 2:39 PM I:\projects\code\14915\001 city of hattiesburg - hardy-green roundabout lighting\dwg\14915-lighting-det-3.dwg

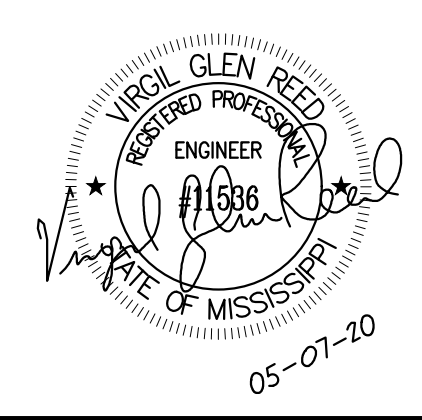


LIGHTING ASSEMBLY LOW MAST SCHEDULE - FOUNDATIONS					
POLE DESIGNATION	TYPE	A	B	C	D
A	25-2-6-97	10'	2'-6"	6-#6	0"

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	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 14915.001	
				FILENAME: 14915-Lighting-Det-3.dwg	
				SCALE: N.T.S.	
				SURVEYED BY:	
				DSGN: VGR	DATE: 05/2020
				DRWN: JEM	DATE: 05/2020
				CHKD: GPC	DATE: 05/2020
				QA/QC: BH	DATE: 05/2020

HARDY STREET ROUNDABOUT PROJECT
AT 2ND AVENUE / GREEN STREET / ADELINE STREET
FEDERAL AID PROJECT NO.
STP-0210-00(037) LPA / 108081-701000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



(ADD OPTION 1) LIGHTING DETAILS III	
WORKING NUMBER: LD-3	DRAWING NUMBER: 4006

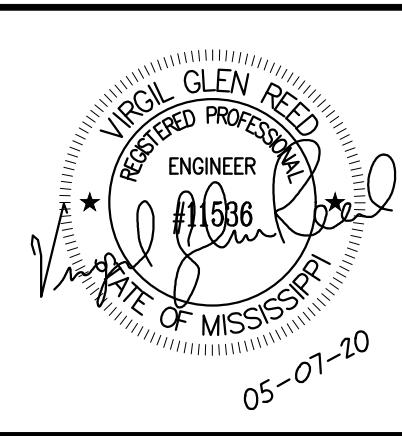
ESTIMATED QUANTITIES - LIGHTING																			
LIGHTING ASSEMBLY	LOW MAST TYPE			POLE LENGTH	NUMBER OF LUMINAIRES	LAMP WATTS	S.P.C. NUMBER	LAMP TYPE	IES TYPE	FOUNDATION CONCRETE C.Y. 30" DIA.	UNGD. BRANCH CKT. AWG, # L.F. 3 CONDUCTORS			UNGD. BRANCH CKT. AWG, # L.F. 3 CONDUCTORS, JACED OR BORED				JUNCTION BOX	
	A										#8			#8					
LA-1	1			25	2		1	LED	III	2.20	90								1
LA-2	1			25	2		1	LED	III	2.20	55								1
LA-3	1			25	2		1	LED	III	2.20	40								1
LA-4	1			25	2		1	LED	III	2.20	35				40				1
LA-5	1			25	2		1	LED	III	2.20	20				40				1
LA-6	1			25	2		1	LED	III	2.20	60								1
LA-7	1			25	2		1	LED	III	2.20	20				55				1
LA-8	1			25	2		1	LED	III	2.20	110								1
LA-9	1			25	2		1	LED	III	2.20	80								1
LA-10	1			25	2		1	LED	III	2.20	20				40				1
LA-11	1			25	2		1	LED	III	2.20	25								1
LA-12	1			25	2		1	LED	III	2.20	90								1
TOTAL	12									26.40	645				175				12

LIGHTING ASSEMBLY	LOW MAST TYPE			POLE LENGTH	NUMBER OF LUMINAIRES	LAMP WATTS	S.P.C. NUMBER	LAMP TYPE	IES TYPE	FOUNDATION CONCRETE C.Y. 30" DIA.	UNGD. BRANCH CKT. AWG, # L.F. 3 CONDUCTORS				UNGD. BRANCH CKT. AWG, # L.F. 3 CONDUCTORS, JACED OR BORED				JUNCTION BOX	
	A										#8				#8					
LA-1	1			25	2		1	LED	III	2.20	90					#8				1
LA-2	1			25	2		1	LED	III	2.20	55									1
LA-3	1			25	2		1	LED	III	2.20	40									1
LA-4	1			25	2		1	LED	III	2.20	35					40				1
LA-5	1			25	2		1	LED	III	2.20	20					40				1
LA-6	1			25	2		1	LED	III	2.20	60									1
LA-7	1			25	2		1	LED	III	2.20	20					55				1
LA-8	1			25	2		1	LED	III	2.20	110									1
LA-9	1			25	2		1	LED	III	2.20	80									1
LA-10	1			25	2		1	LED	III	2.20	20					40				1
LA-11	1			25	2		1	LED	III	2.20	25									1
LA-12	1			25	2		1	LED	III	2.20	90									1

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	
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				FILENAME: 14915-Est-Qty-Lighting.dwg
				SCALE: N.T.S.
				SURVEYED BY:
				DSGN: VGR DATE: 05/2020
				DRWN: JEM DATE: 05/2020
				CHKD: GPC DATE: 05/2020
				QA/QC: BH DATE: 05/2020

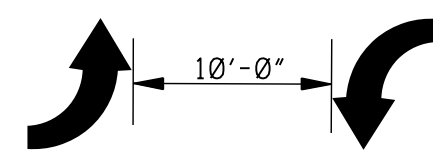
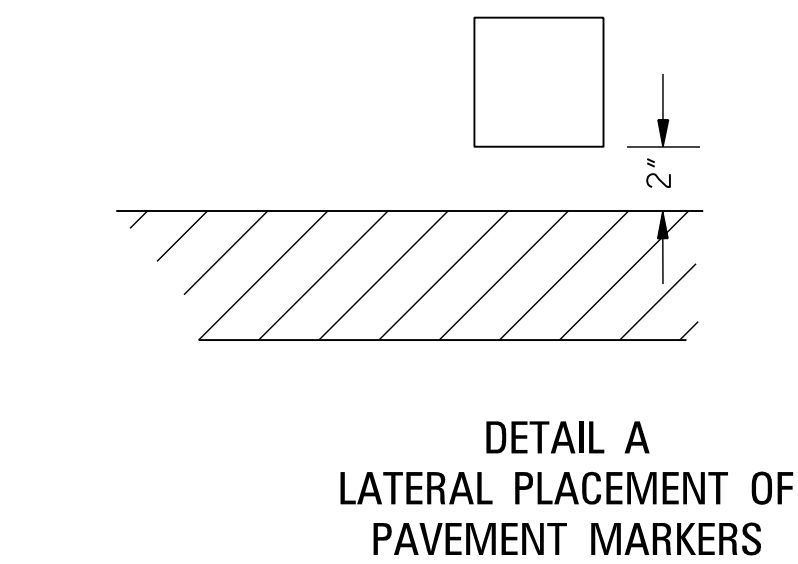
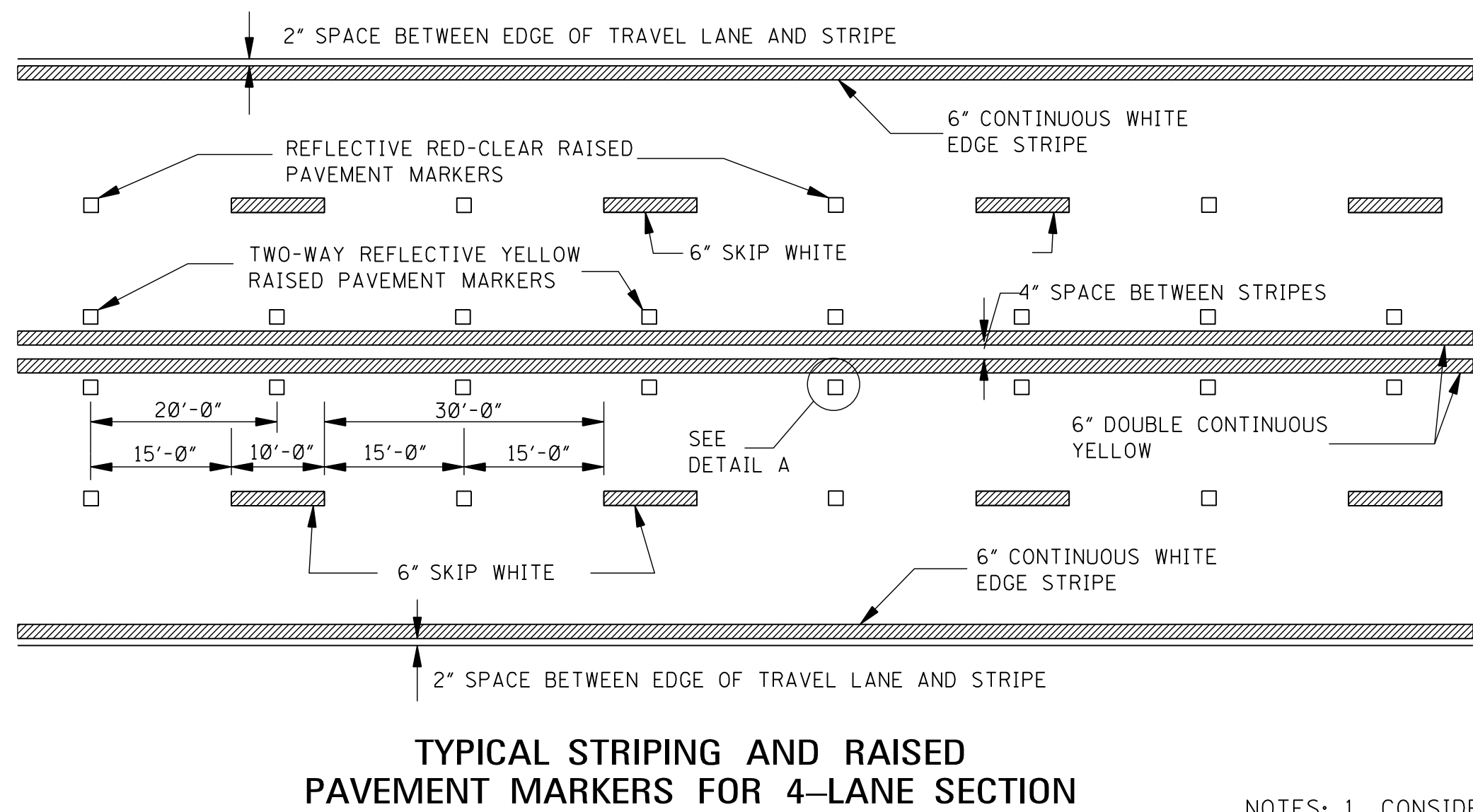
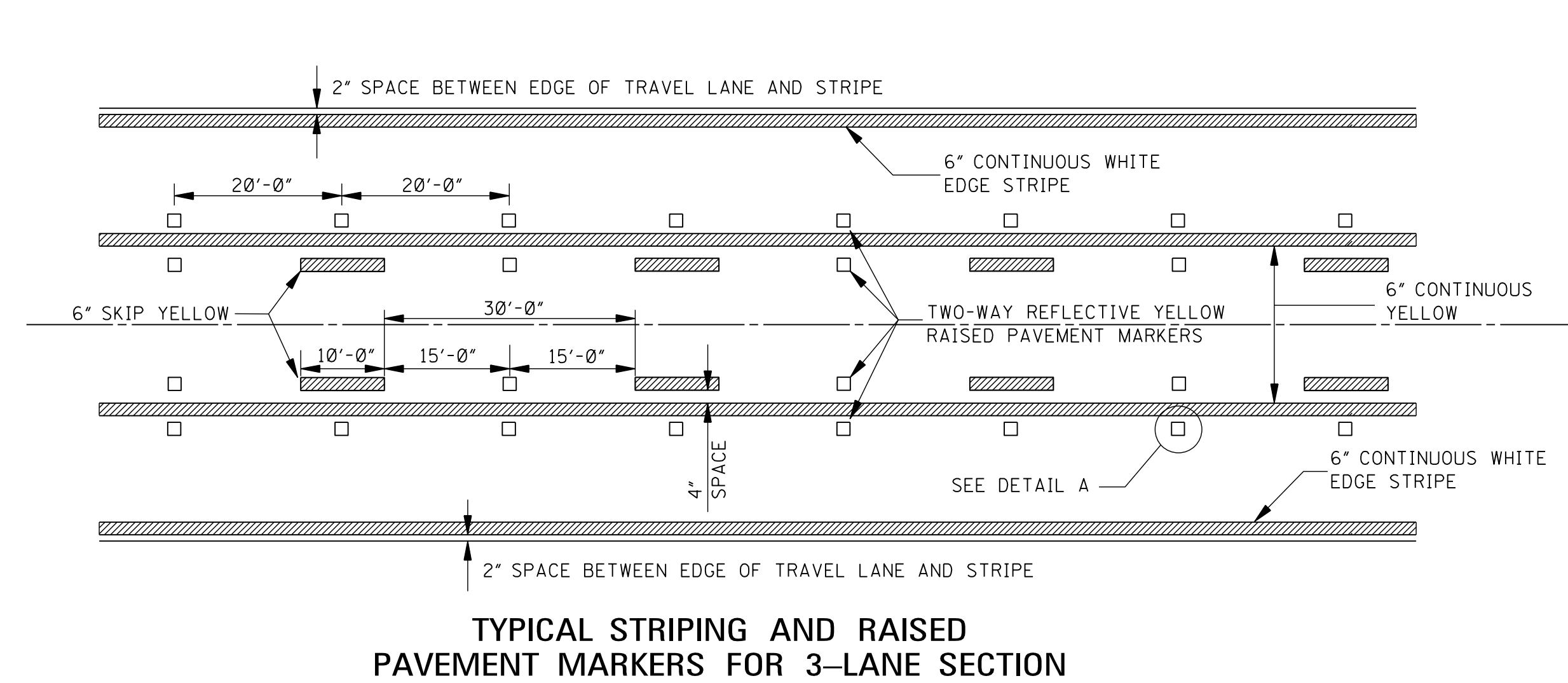
HARDY STREET ROUNDABOUT PROJECT
AT 2ND AVENUE / GREEN STREET / ADELINE STREET
FEDERAL AID PROJECT NO.
STP-0210-00(037) LPA / 108081-701000
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



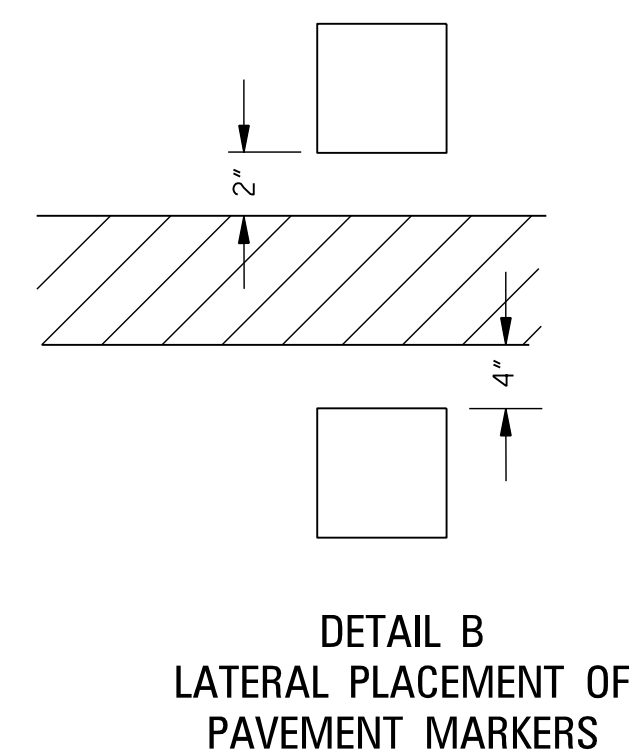
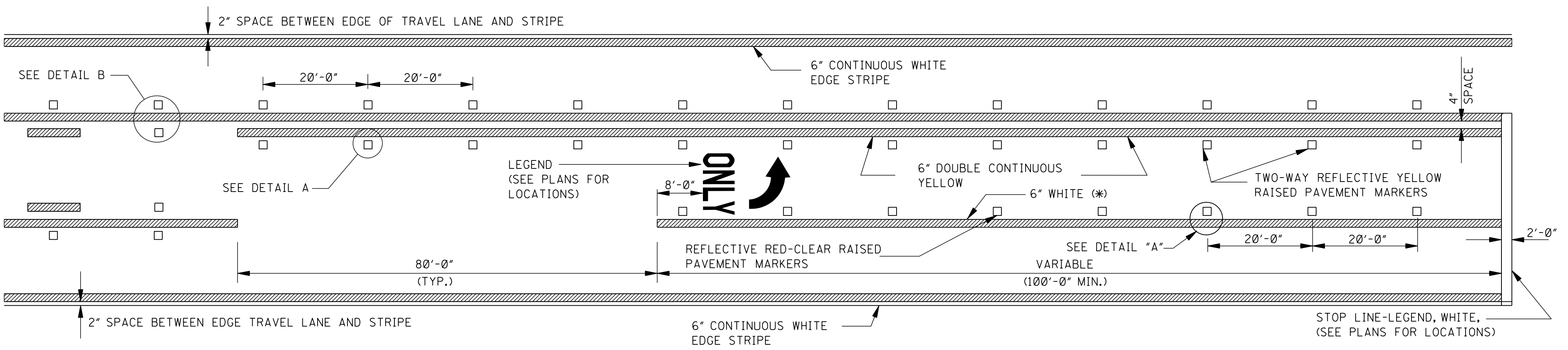
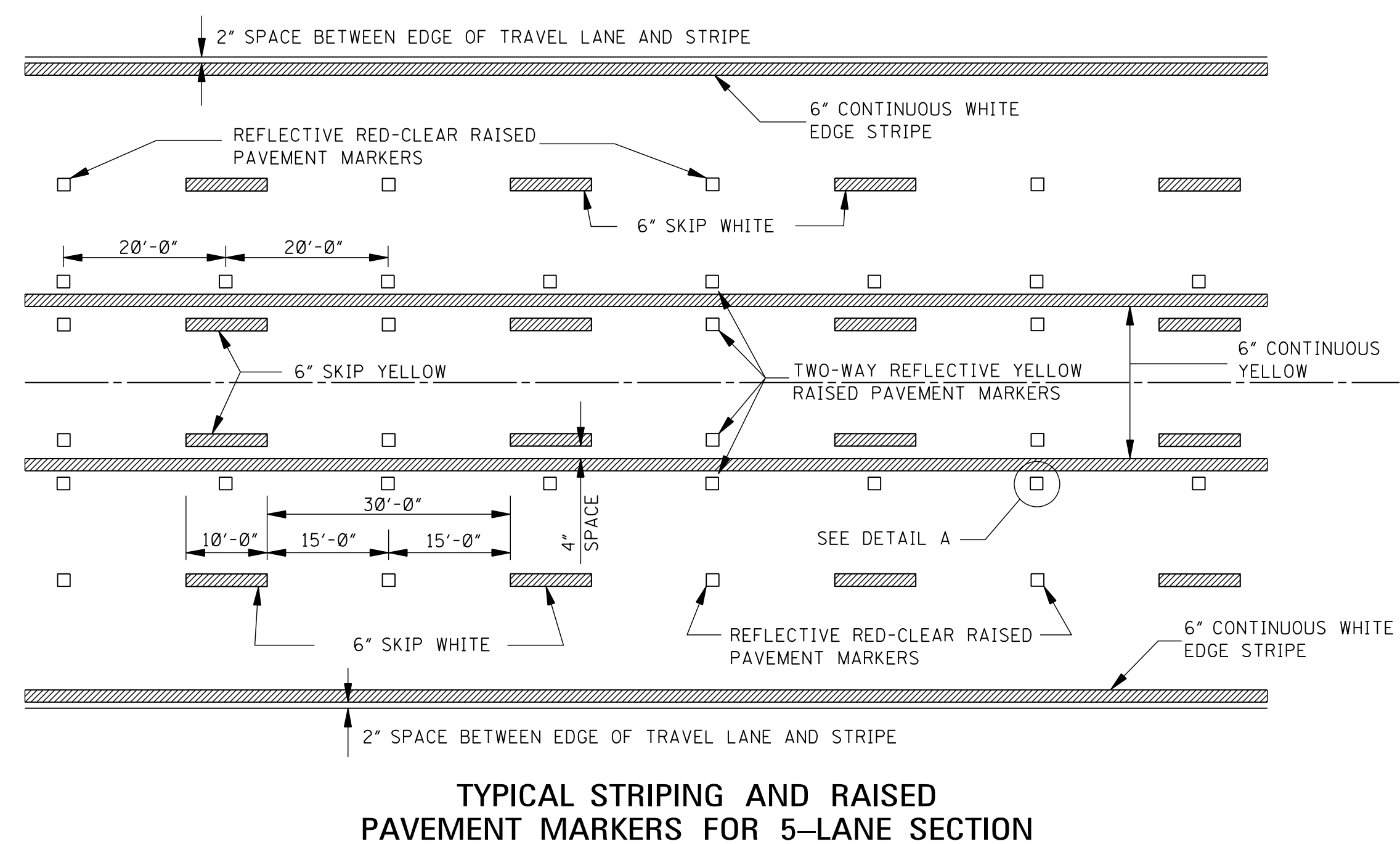
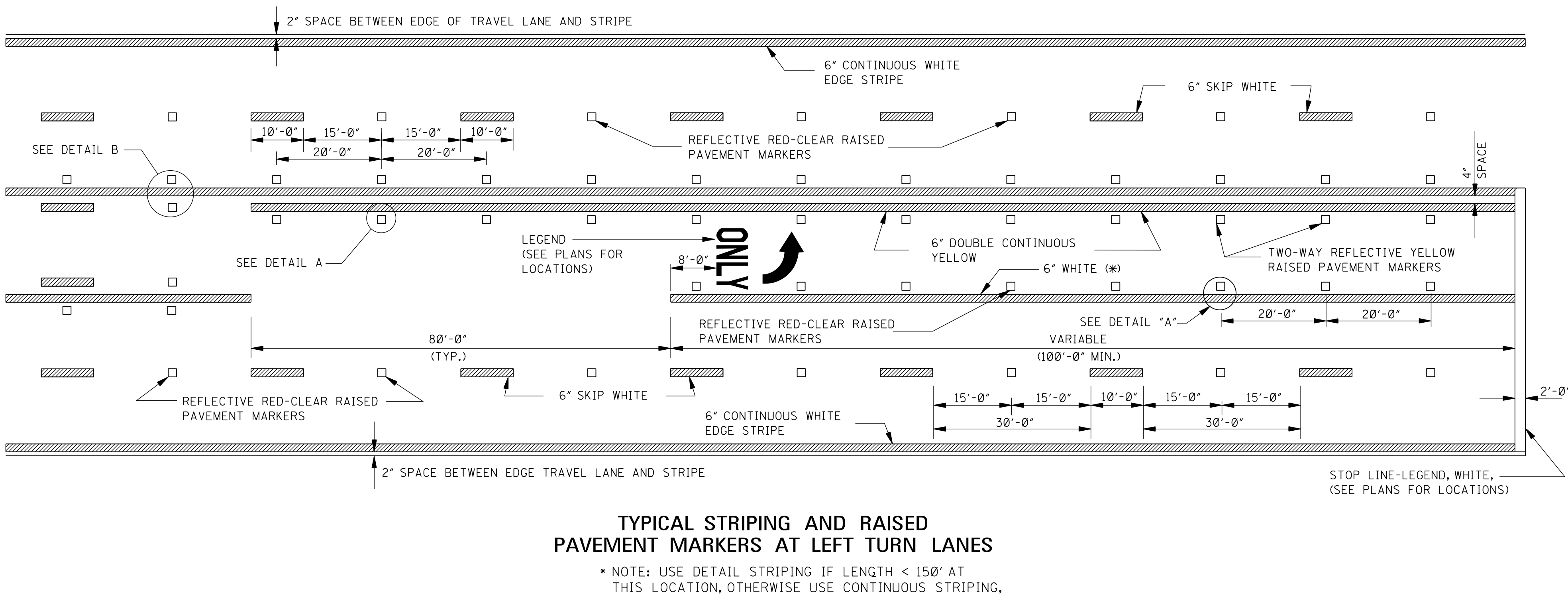
(ADD OPTION 1)
ESTIMATED QUANTITIES - LIGHTING

WORKING NUMBER:
EQL-1

DRAWING NUMBER:
4007

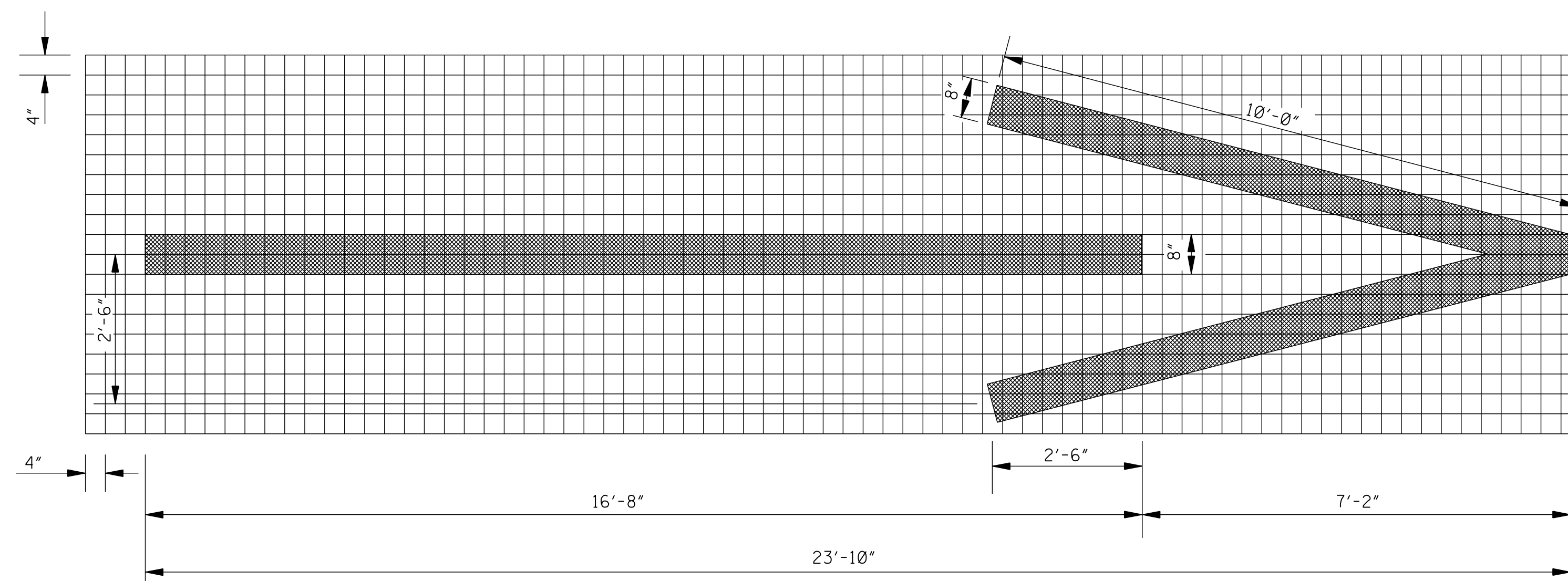
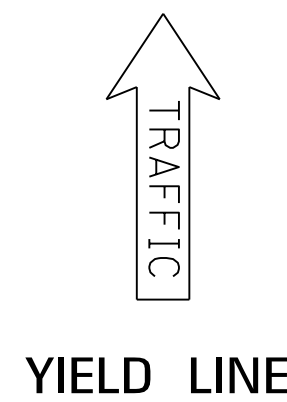
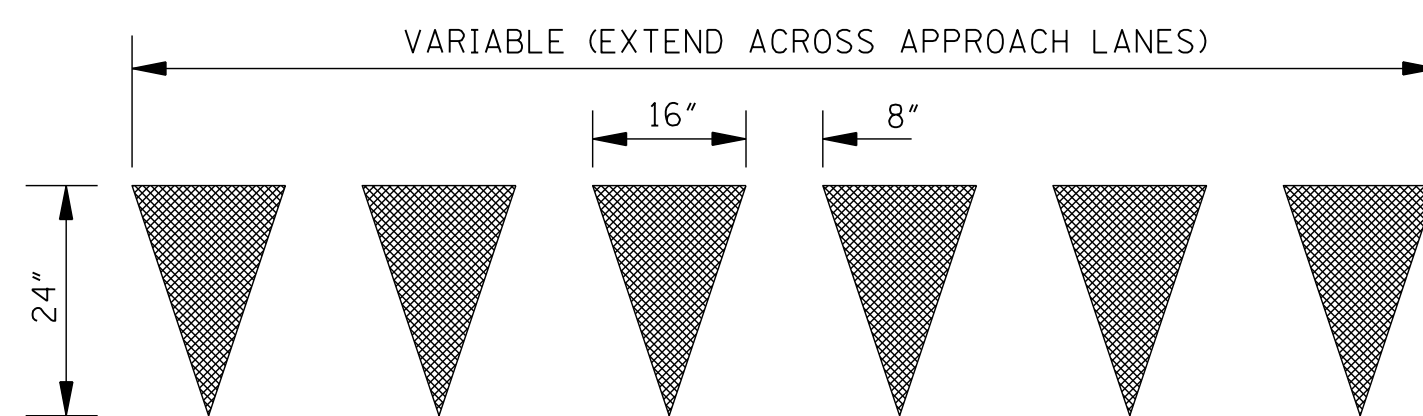
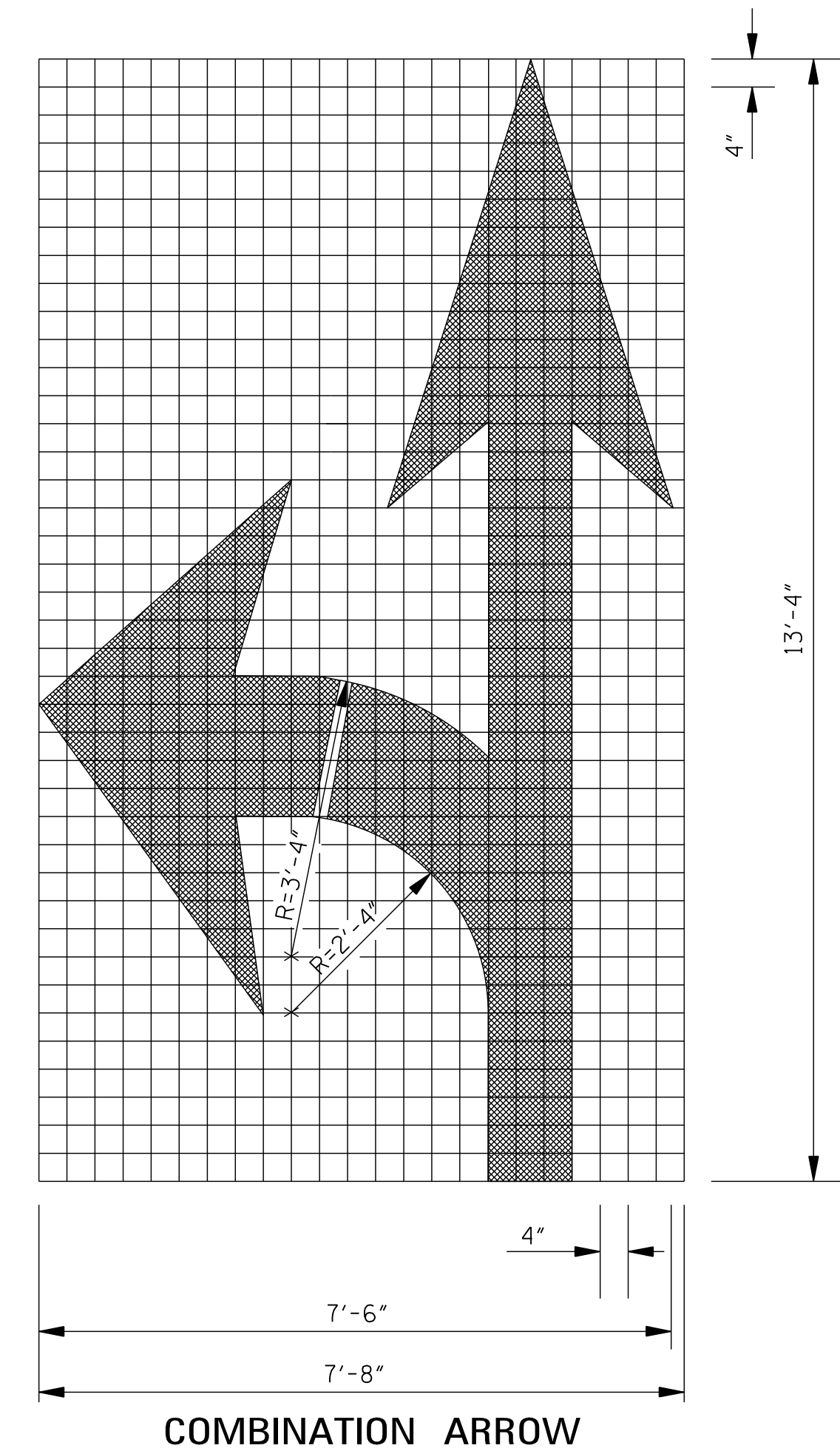
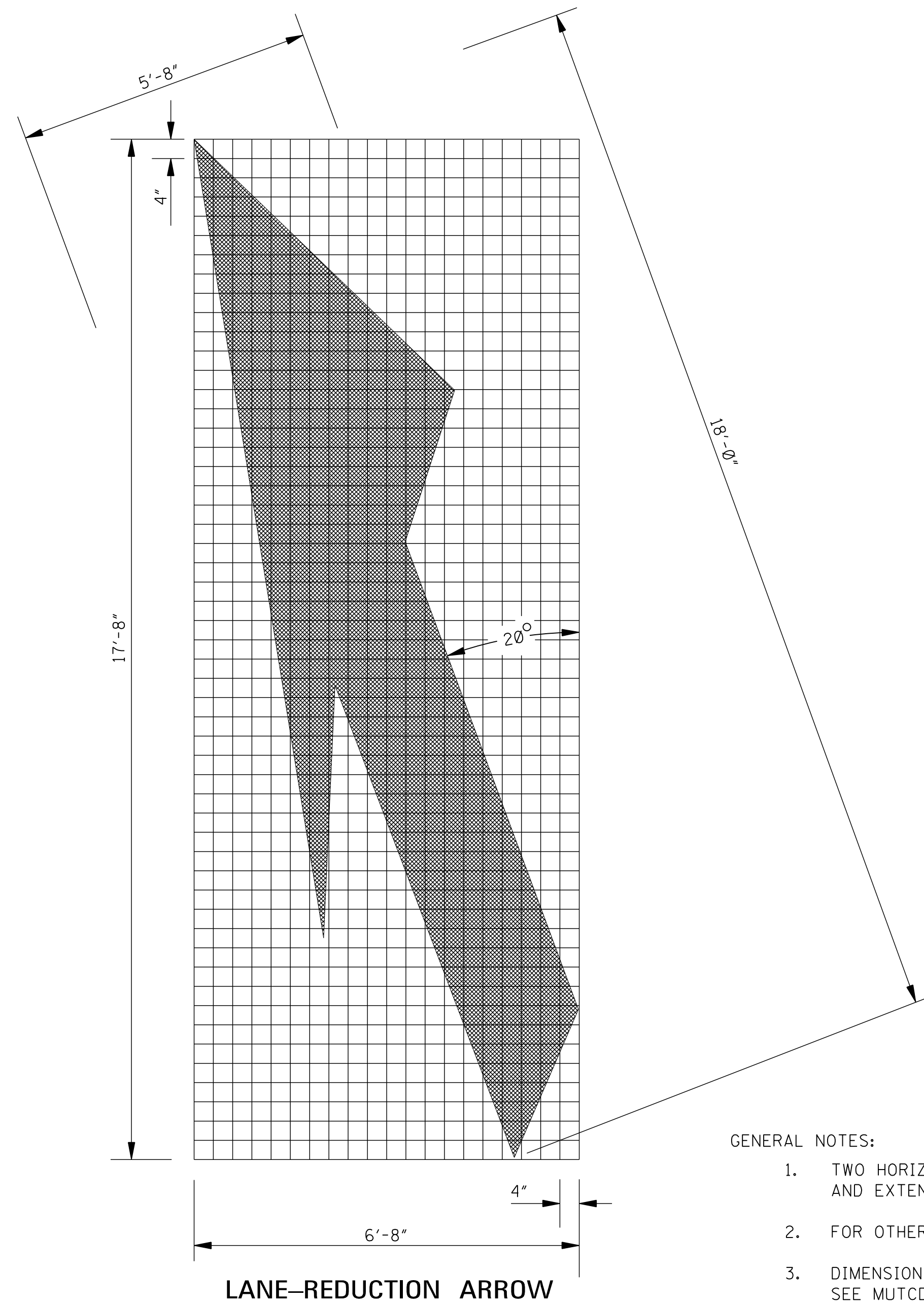
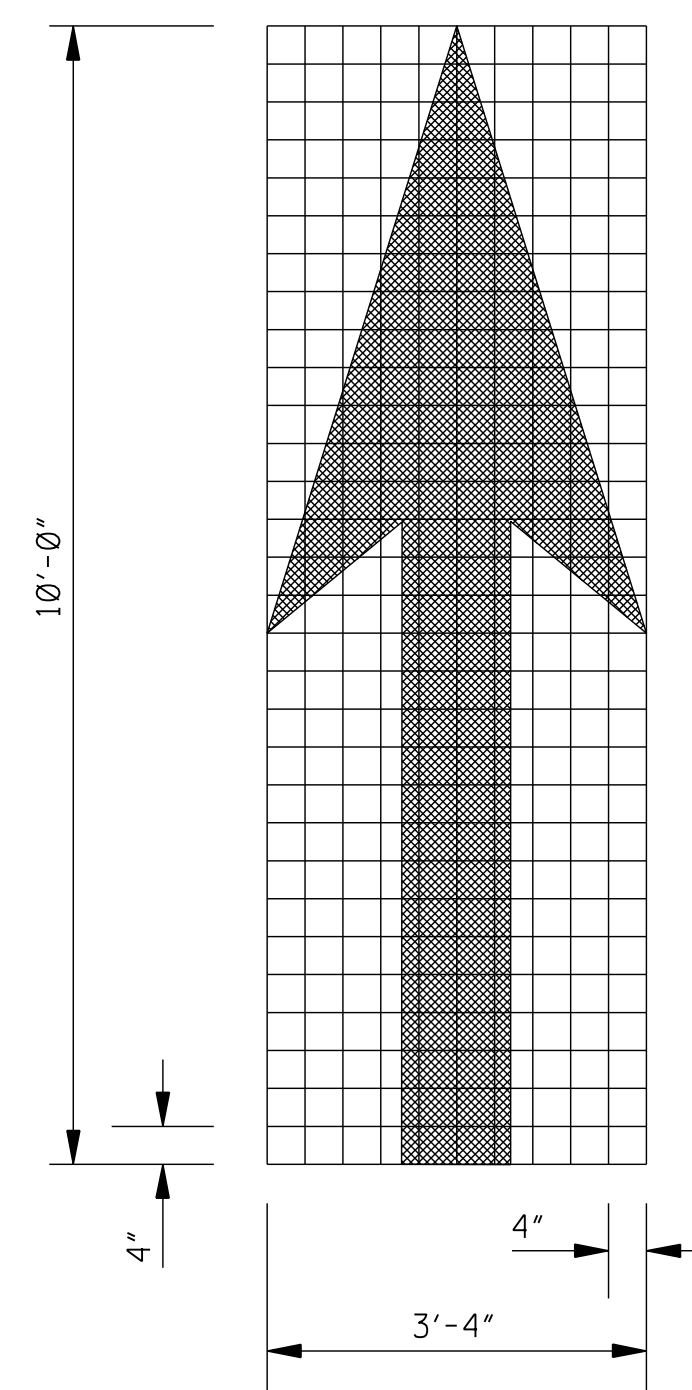
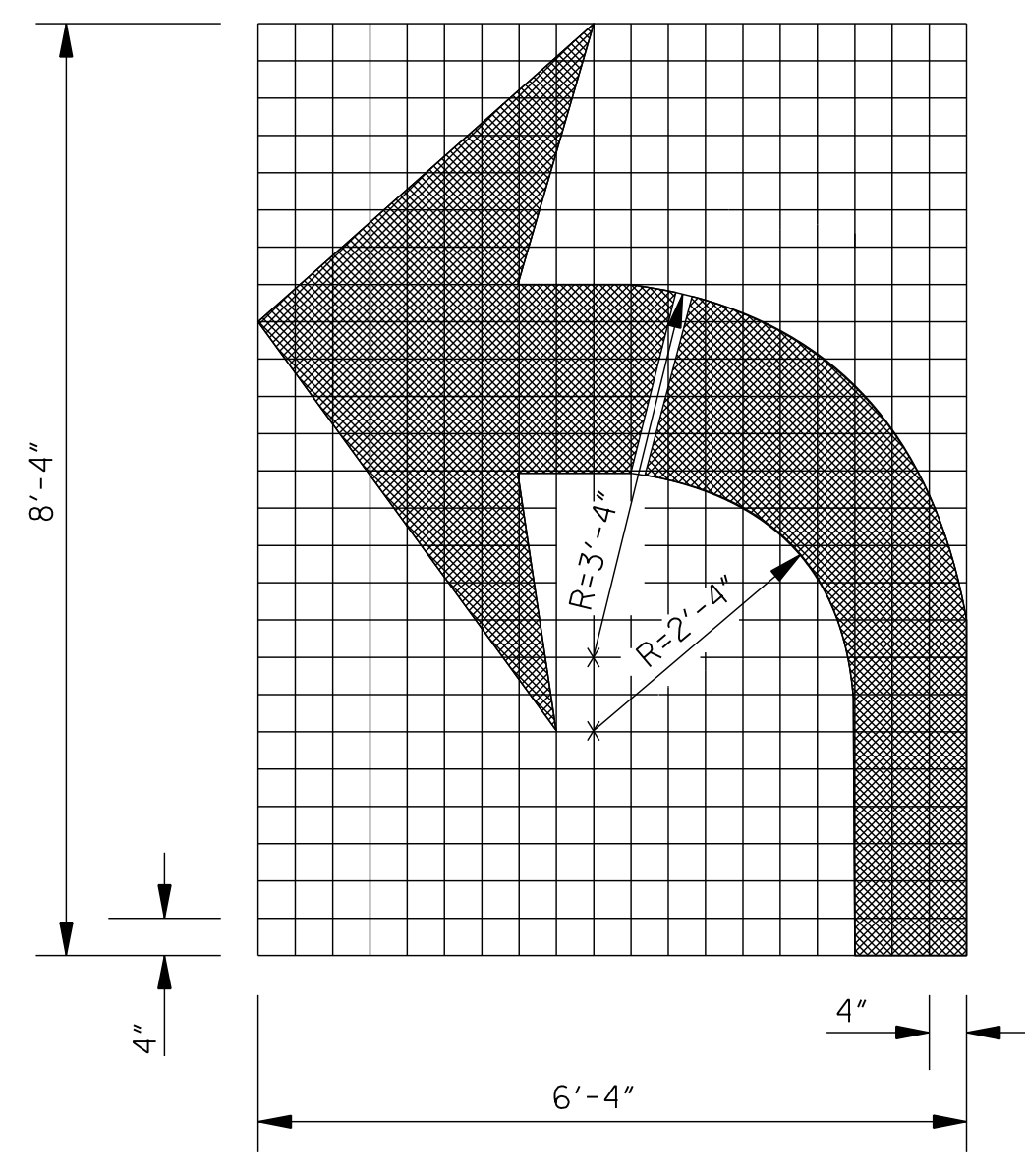
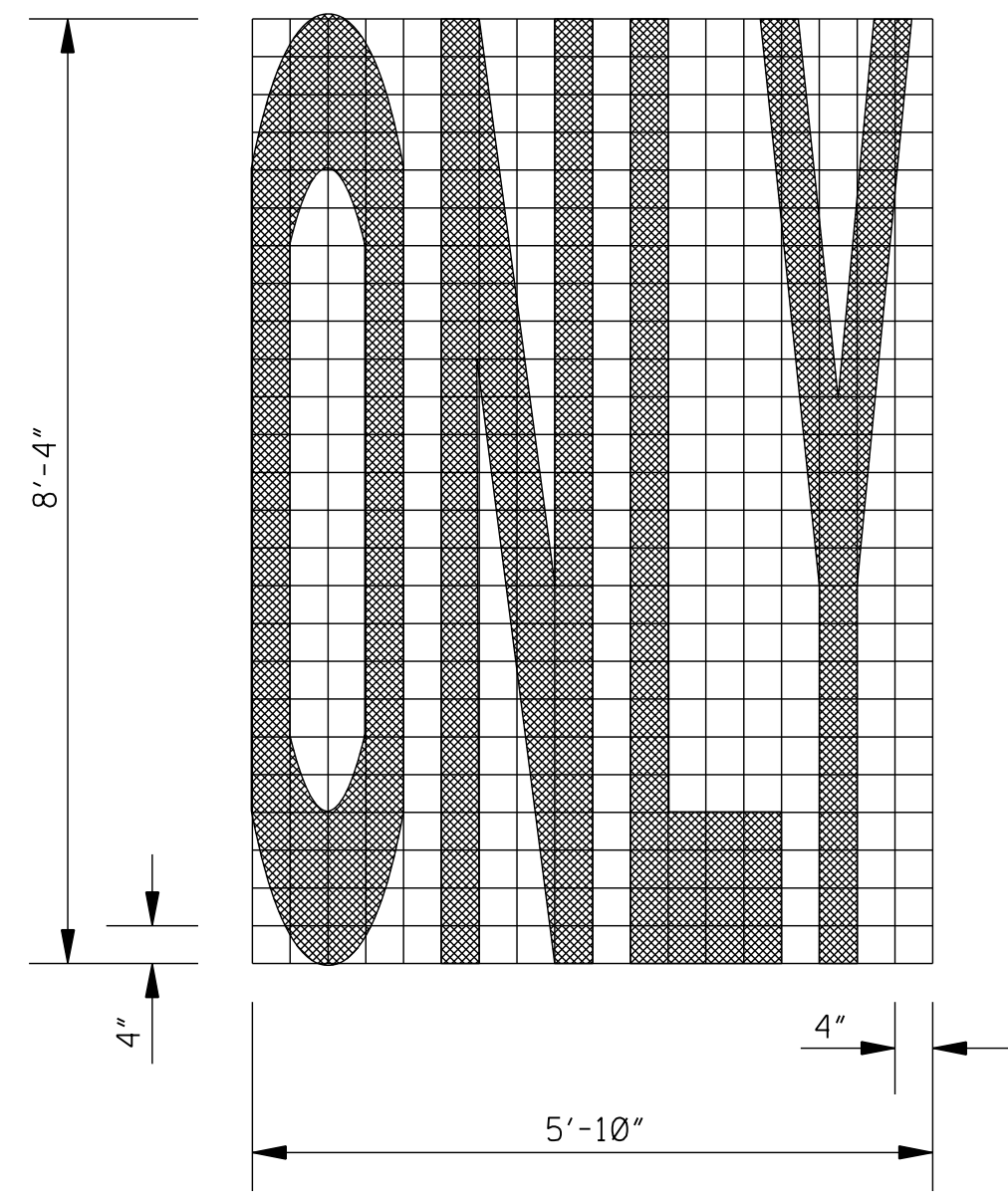


NOTES: 1. CONSIDER EACH SEGMENT OF CONTINUOUS TWO-WAY LEFT TURN LANE SEPARATELY.
2. IF SEGMENT IS LESS THAN 350', PLACE ONE SET OF ARROWS IN CENTER OF SEGMENT.
3. IF SEGMENT IS GREATER THAN 350', PLACE FIRST SET OF ARROWS 50' TO 100' FROM BEGINNING AND/OR END OF SEGMENT AND SPACE ADDITIONAL SETS OF ARROWS (250' O.C.).



GENERAL NOTE:
1. PAVEMENT MARKERS SHALL BE HIGH PERFORMANCE RAISED PAVEMENT MARKERS AS LISTED IN THE MDOT "APPROVED SOURCES OF MATERIALS".

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	PAVEMENT MARKING DETAILS FOR 3-LANE 4-LANE AND 5-LANE UNDIVIDED ROADWAYS
				DATE	ISSUE DATE: AUGUST 01, 2017
					WORKING NUMBER PM-2 SHEET NUMBER 6052



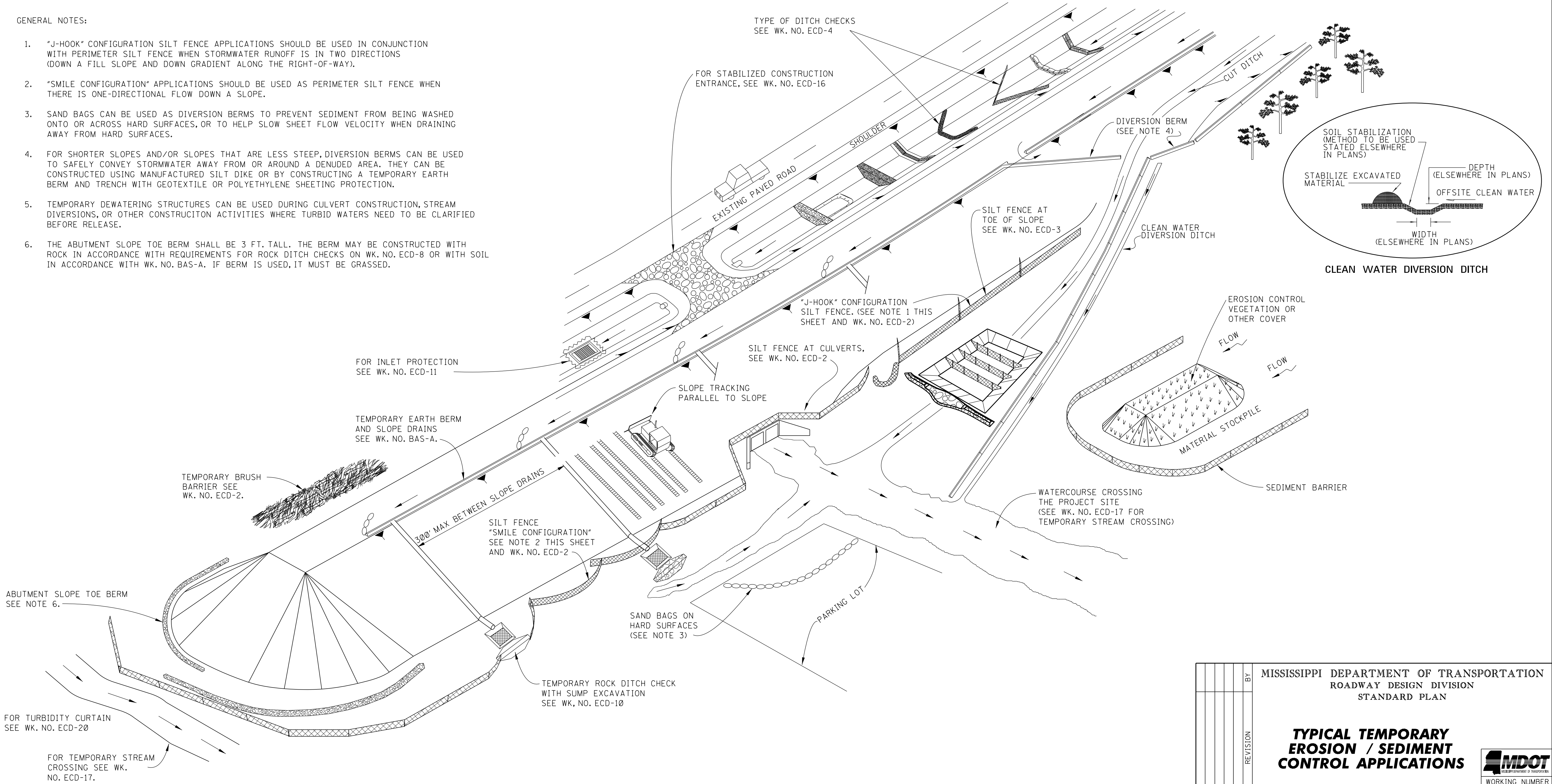
- GENERAL NOTES:
1. TWO HORIZONTAL GAPS (CAUSED BY TEMPLATE CONNECTORS) OF 1½" OR LESS AND EXTENDING THE FULL WIDTH ARE PERMITTED IN EACH LETTER.
 2. FOR OTHER DETAILS, SEE THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
 3. DIMENSIONS OF THE YIELD LINE MAY VARY WITH APPROVAL OF THE ENGINEER. SEE MUTCD, LATEST EDITION, FOR ALLOWABLE DIMENSIONS.
 4. PAY QUANTITIES FOR PAVEMENT MARKING LEGENDS ARE AS FOLLOWS:

PAY QUANTITIES	
LEGEND/SYMBOL	AREA (ft ²)
ONLY	22.0
TURN ARROW	16.4
THRU ARROW	12.3
COMB. ARROW	27.5
1-WAY ARROW	24.3
LANE REDUCTION ARROW	40.0

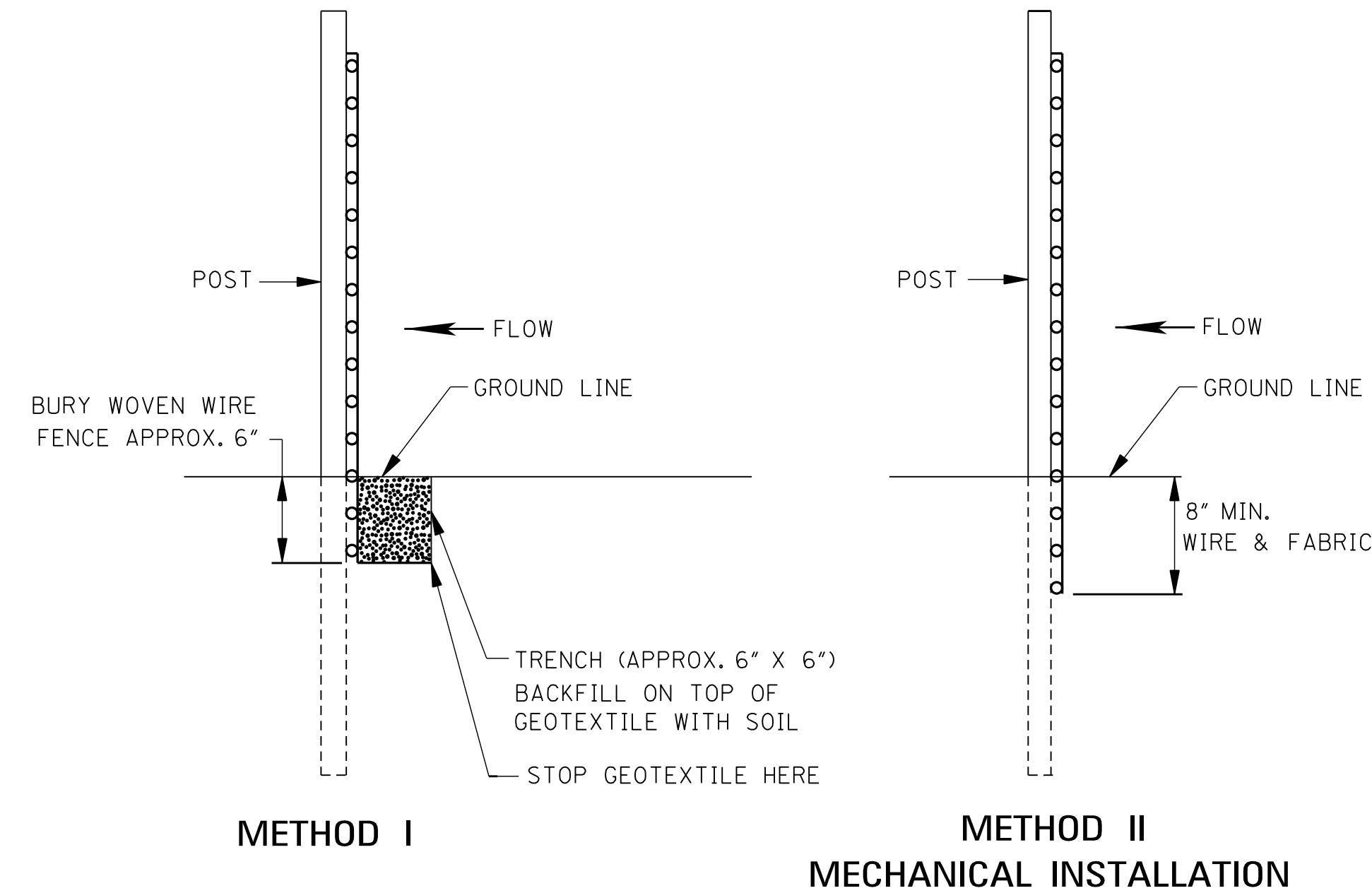
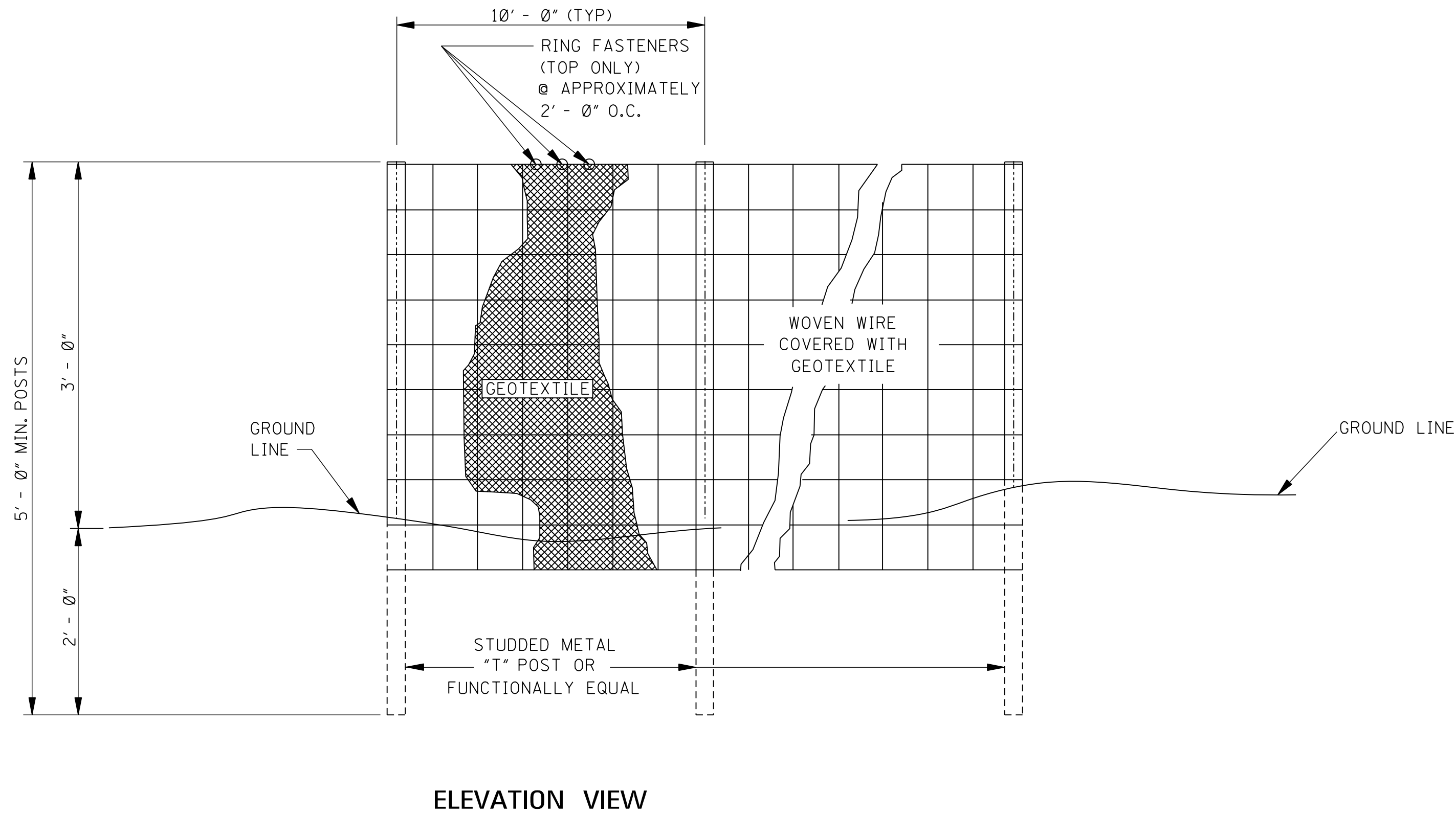
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
PAVEMENT MARKING LEGEND DETAILS					
					WORKING NUMBER PM-6
DATE					SHEET NUMBER 6056
ISSUE DATE: _____ AUGUST 01, 2017 _____					

GENERAL NOTES:

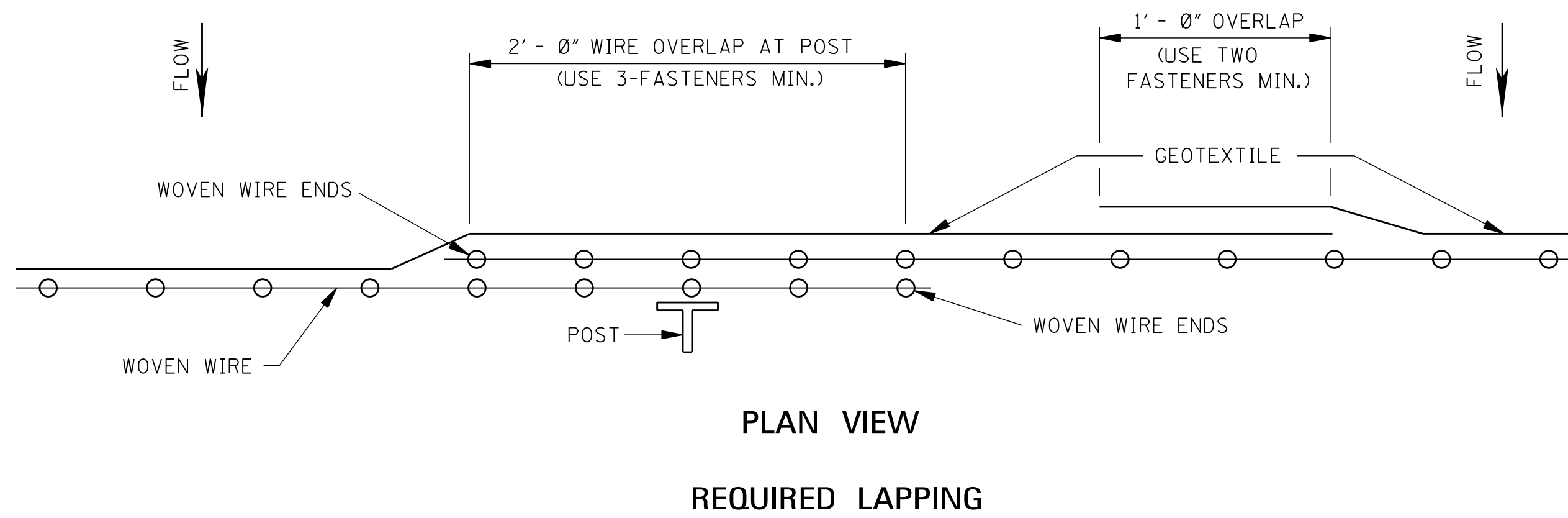
1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS SHOULD BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
2. "SMILE CONFIGURATION" APPLICATIONS SHOULD BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
3. SAND BAGS CAN BE USED AS DIVERSION BERM TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FT. TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON WK. NO. ECD-8 OR WITH SOIL IN ACCORDANCE WITH WK. NO. BAS-A. IF BERM IS USED, IT MUST BE GRASSED.



				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	TYPICAL TEMPORARY EROSION / SEDIMENT CONTROL APPLICATIONS
				DATE	ISSUE DATE: AUGUST 01, 2017
					 WORKING NUMBER ECD-1 SHEET NUMBER 6101



SIDE VIEW



GENERAL NOTES:

1. SILT FENCES SHOULD BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHOULD BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STEAMS AND CHANNELS.
3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
4. WHENEVER POSSIBLE SILT FENCE SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AN FACILITATES SEDIMENTATION.
5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF DETAIL.
7. WIRE SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.

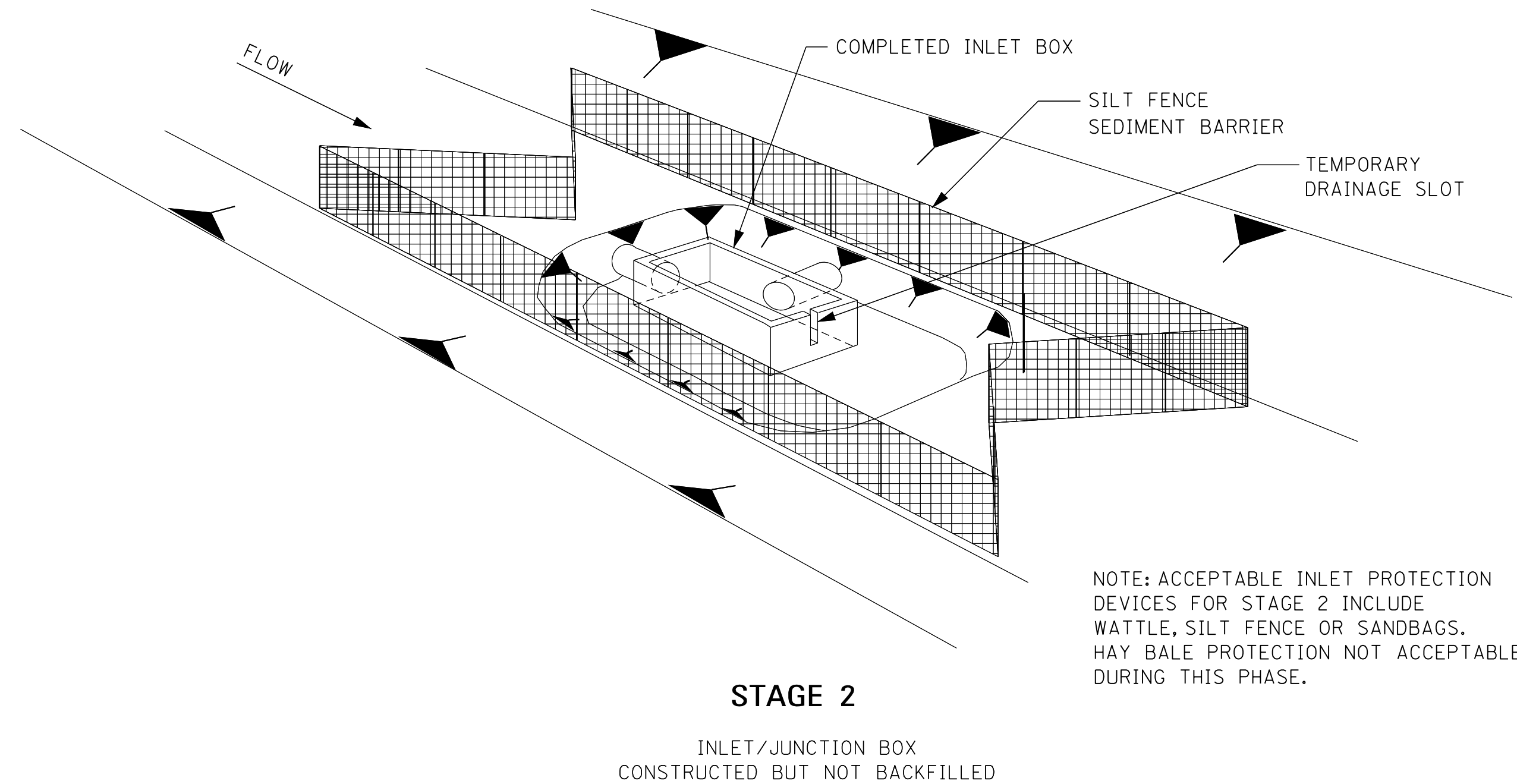
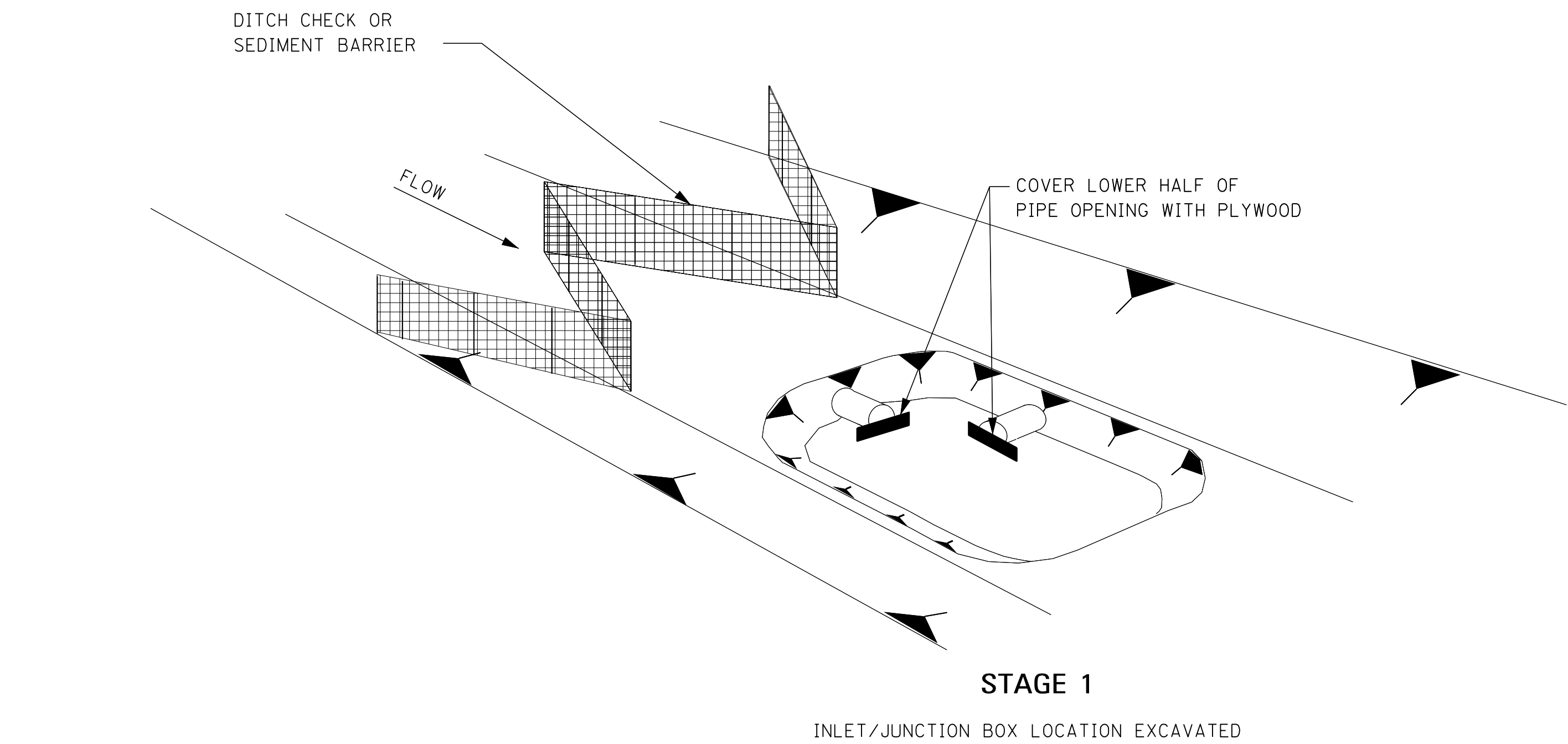
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	ISSUE DATE: AUGUST 01, 2017

DETAILS OF SILT FENCE INSTALLATION

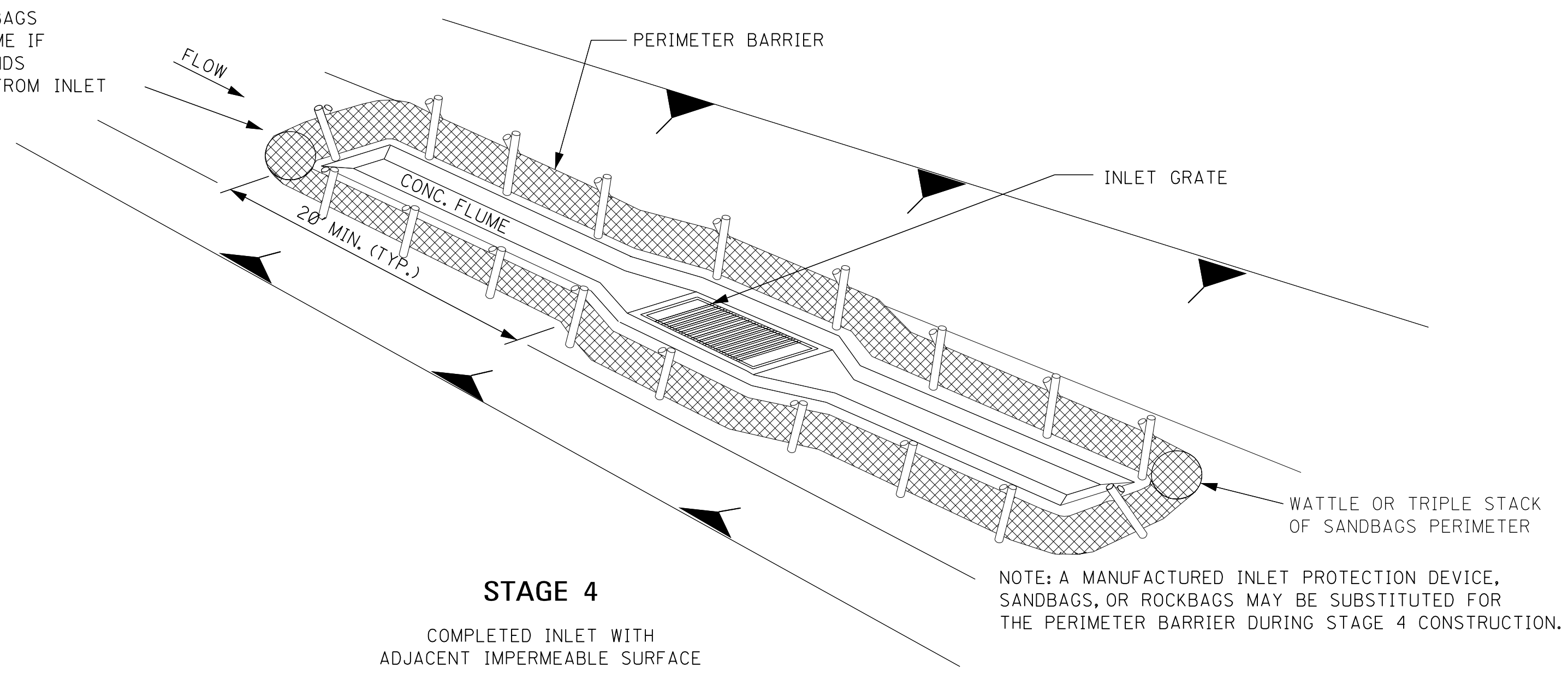
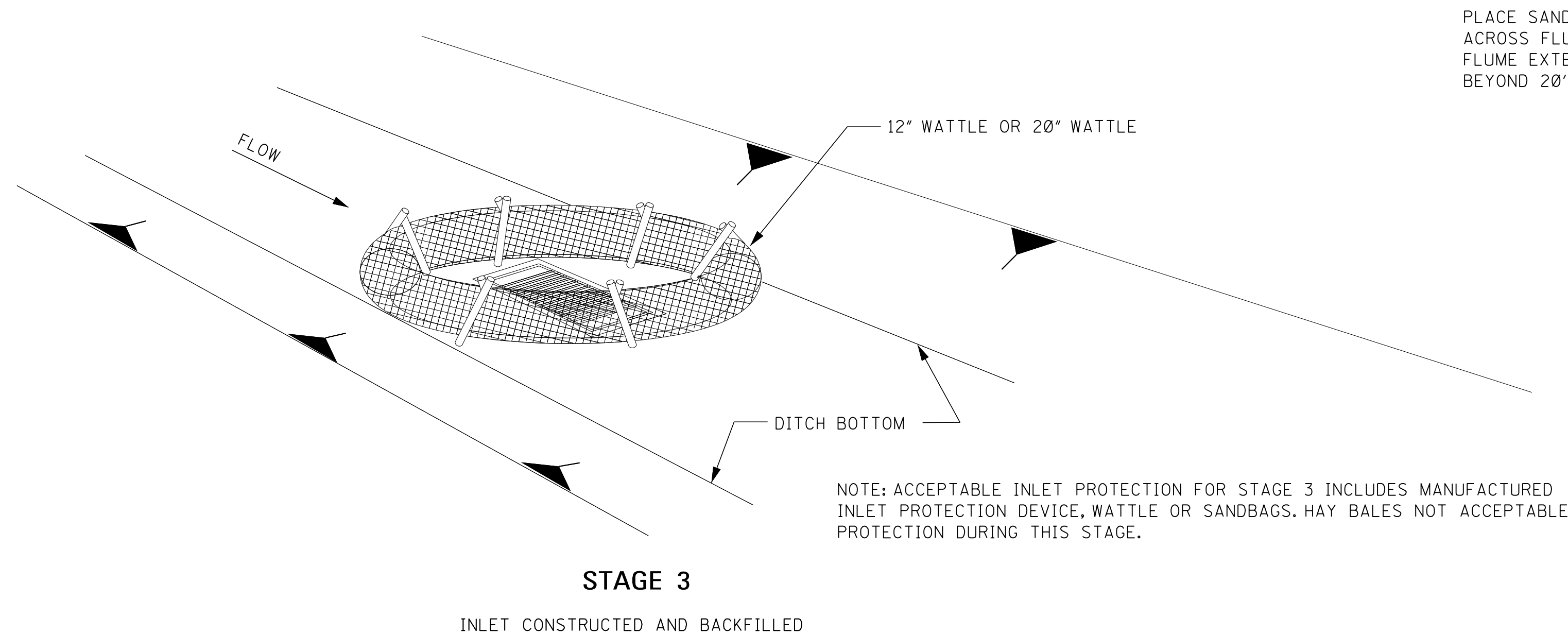
MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WORKING NUMBER
ECD-3

SHEET NUMBER
6103



NOTE: ACCEPTABLE INLET PROTECTION DEVICES FOR STAGE 2 INCLUDE WATTLE, SILT FENCE OR SANDBAGS. HAY BALE PROTECTION NOT ACCEPTABLE DURING THIS PHASE.



NOTE: A MANUFACTURED INLET PROTECTION DEVICE, SANDBAGS, OR ROCKBAGS MAY BE SUBSTITUTED FOR THE PERIMETER BARRIER DURING STAGE 4 CONSTRUCTION.

DITCH INLET CONSTRUCTION STAGES

NOTES:

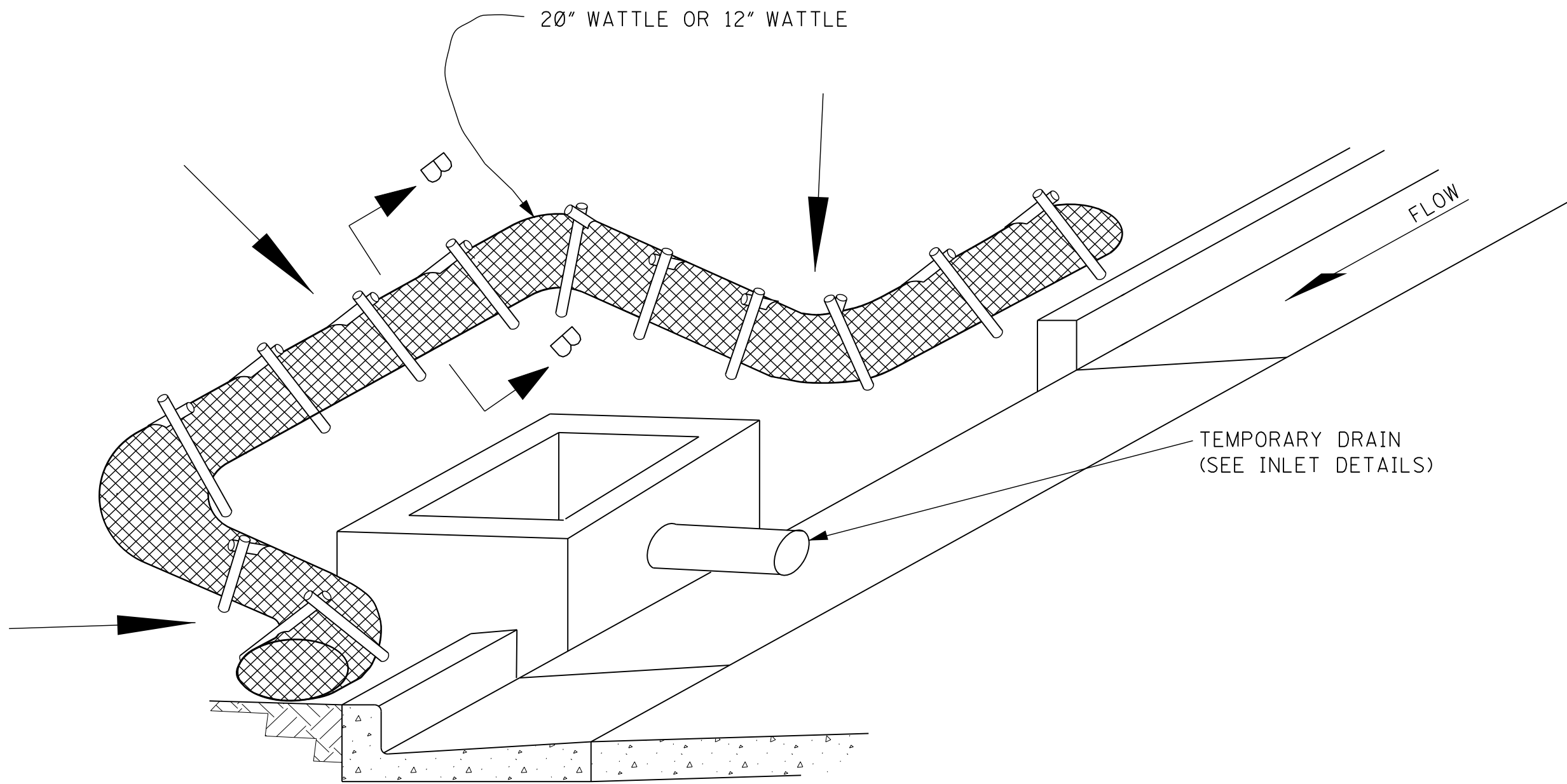
1. DRAINAGE STRUCTURE BACKFILL SHOULD BE PLACED IN STAGE 1 IMMEDIATELY AFTER PIPE INSTALLATION. INLET CONSTRUCTION SHOULD COMMENCE AS SOON AS POSSIBLE AND BE CONTINUOUS THROUGH COMPLETION.
2. CONFIGURATIONS MAY BE ADJUSTED WITH APPROVAL OF THE ENGINEER FOR TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.
3. DURING STAGE 1 AND STAGE 2, SILT FENCE MAY BE REQUIRED UPSLOPE OF THE INLET EXCAVATION AS DIRECTED BY THE ENGINEER.
4. IF SILT FENCE IS INSTALLED AROUND THE INLET INSTALLATION IT SHOULD BE IN A CONFIGURATION THAT WILL ALLOW INLET CONSTRUCTION.
5. FOR INLET PROTECTION TO BE USED IN STAGES 1 AND 2 OF CONSTRUCTION, SEE WK. NO. ECD-12.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
				REVISION		
				DATE	ISSUE DATE: AUGUST 01, 2017	

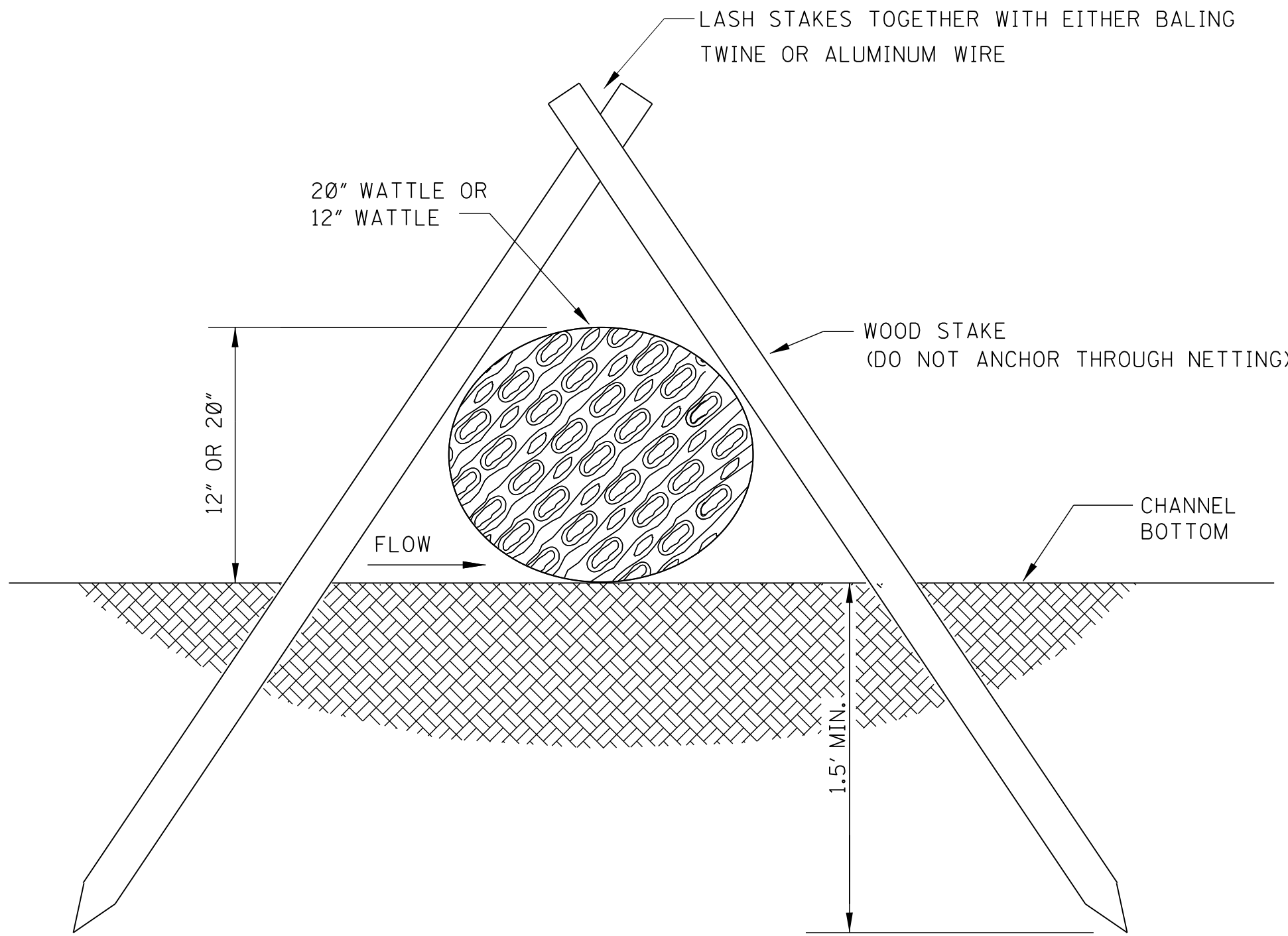
**TYPICAL APPLICATIONS
AND DETAILS FOR
INLET CONSTRUCTION**


WORKING NUMBER
ECD-11
SHEET NUMBER
6111

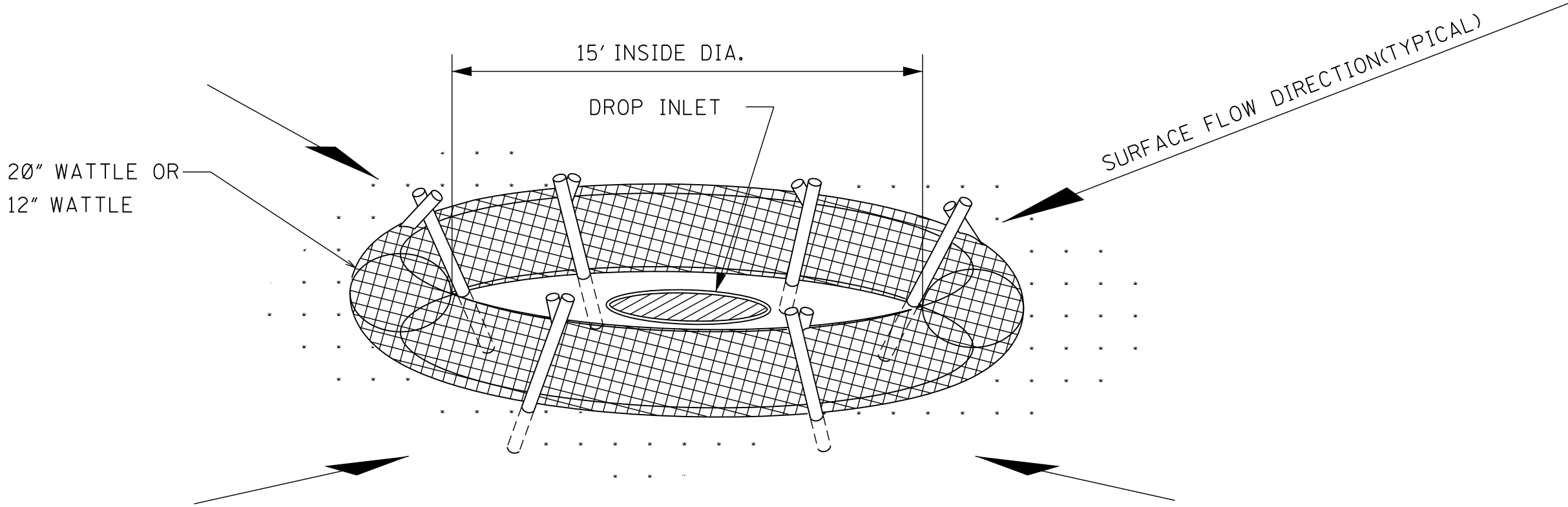
NOTE: SILT FENCE OR SANDBAGS MAY ALSO BE USED FOR THIS APPLICATION.
HAY BALES NOT ACCEPTABLE DURING THIS STAGE.



CURB INLET PROTECTION (STAGE 2)
SINGLE OR DOUBLE WING INLET



SECTION B-B



DROP INLET PROTECTION

- NOTES:
- 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.
 - OVERLAP ENDS OF WATTLES PER MANUFACTURER'S RECOMMENDATIONS (1' MIN., 3' MAX.)
 - TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
 - IN THE EVENT WATTLES CANNOT BE SECURED IN PLACE USING WOOD STAKES, SANDBAGS MAY BE USED IN LIEU OF WOOD STAKES IN ORDER TO SECURE WATTLES IN PLACE. COST OF SANDBAGS USED IN THIS APPLICATION SHALL BE INCLUDED IN OTHER ITEMS BID.

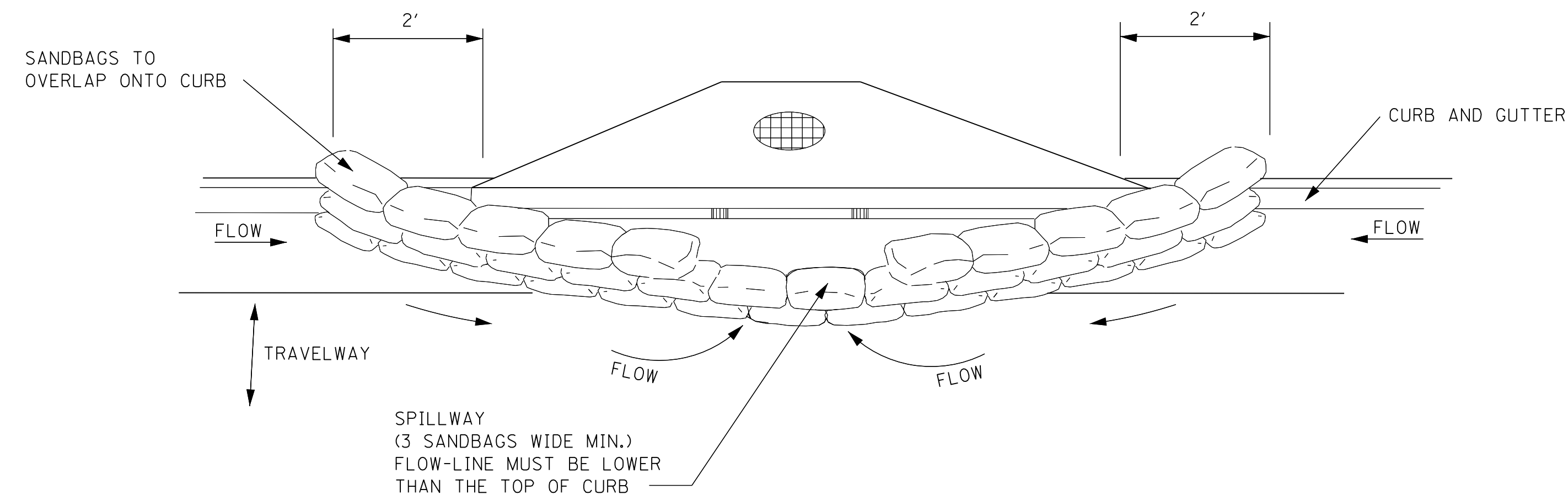
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	ISSUE DATE: AUGUST 01, 2017

**INLET PROTECTION
DETAILS OF WATTLES**

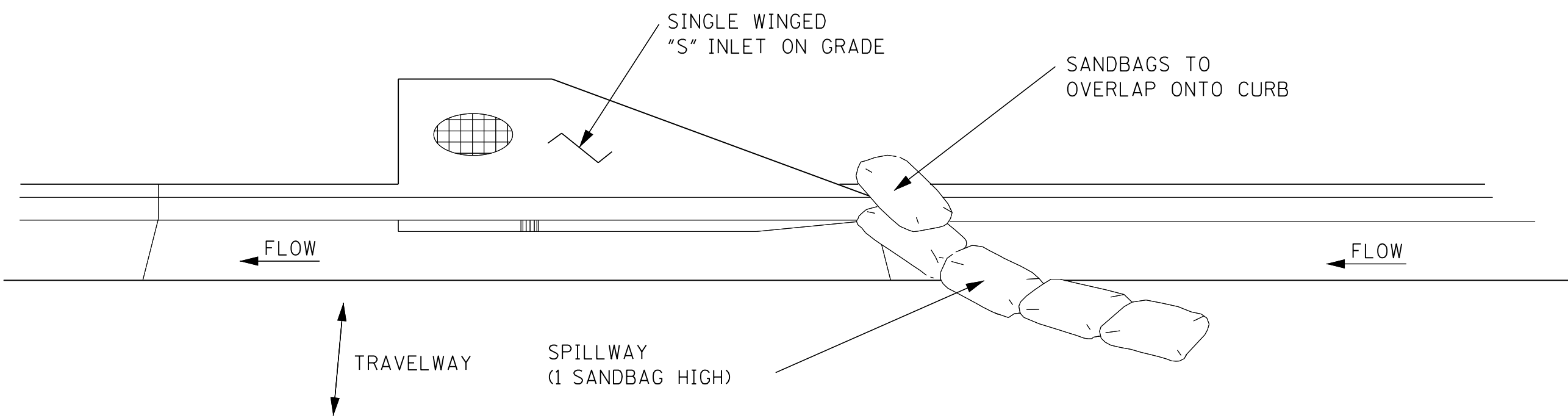


WORKING NUMBER
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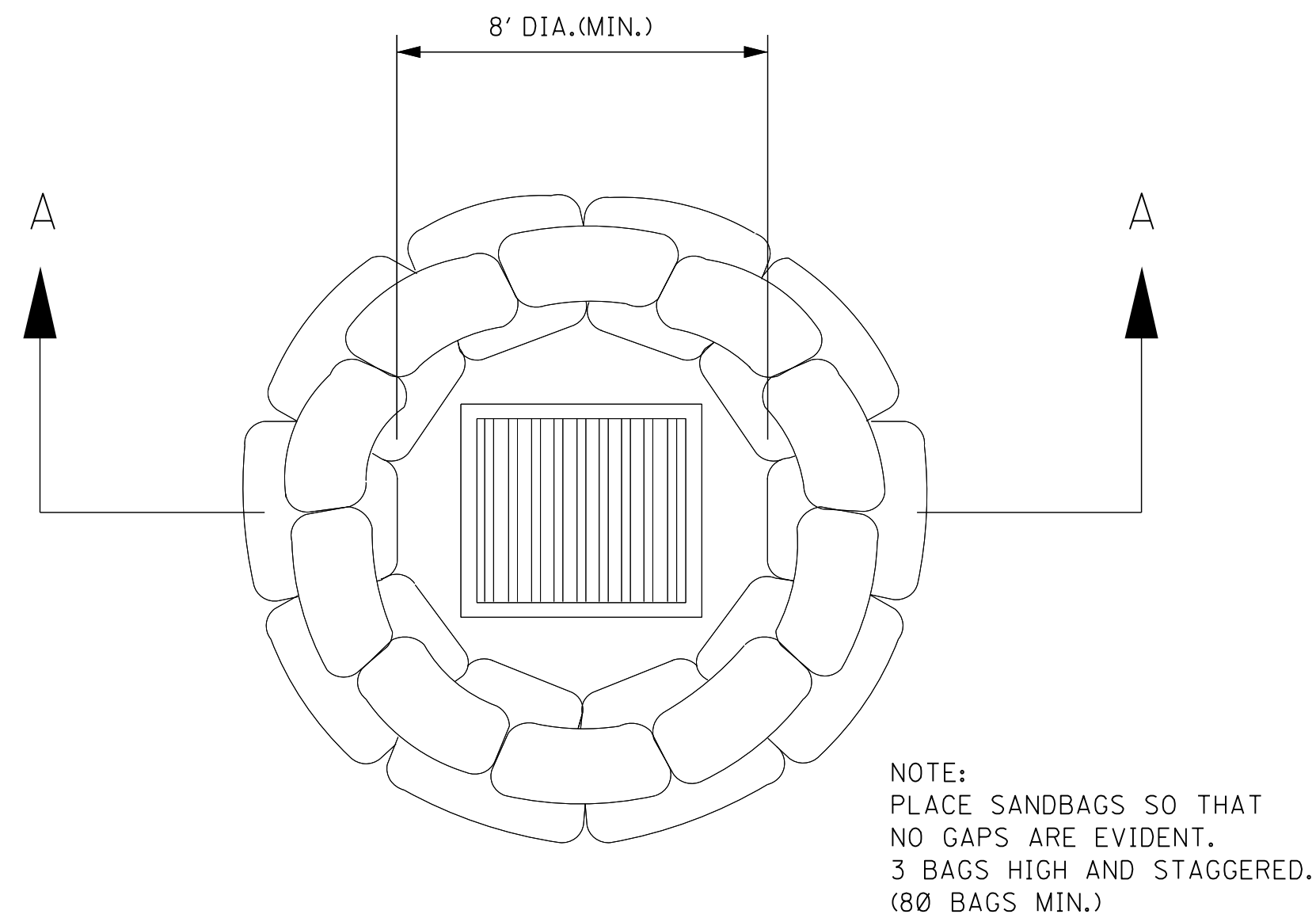
SHEET NUMBER
6113



TYPICAL (SANDBAG) PROTECTION FOR INLET IN SAG

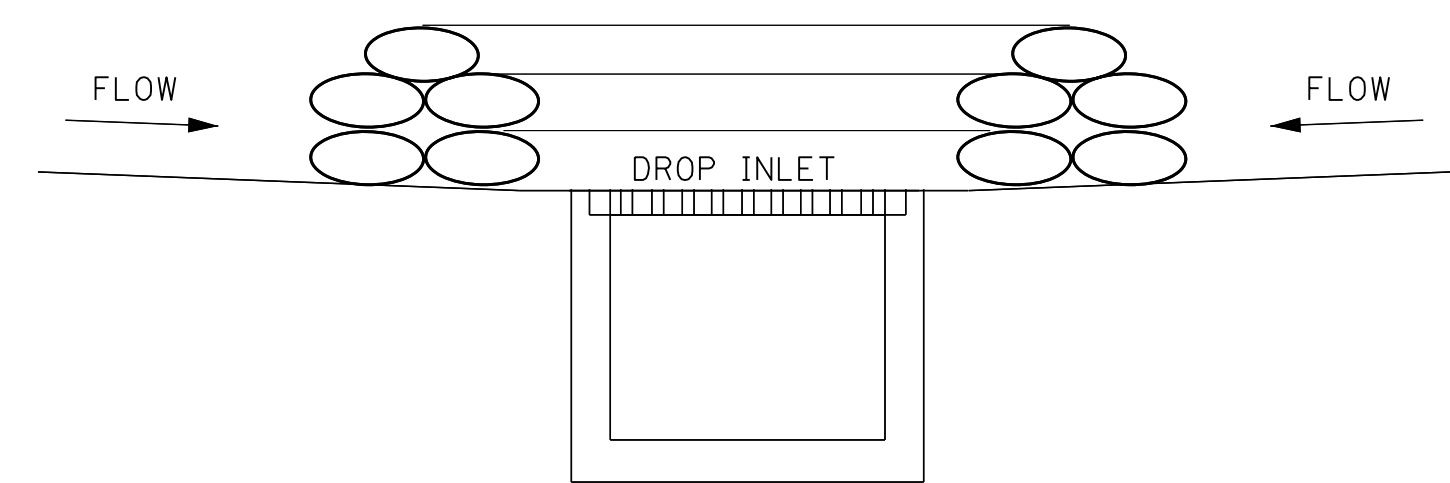


TYPICAL (SANDBAG) PROTECTION FOR INLET ON GRADE



DROP INLET

PLAN VIEW

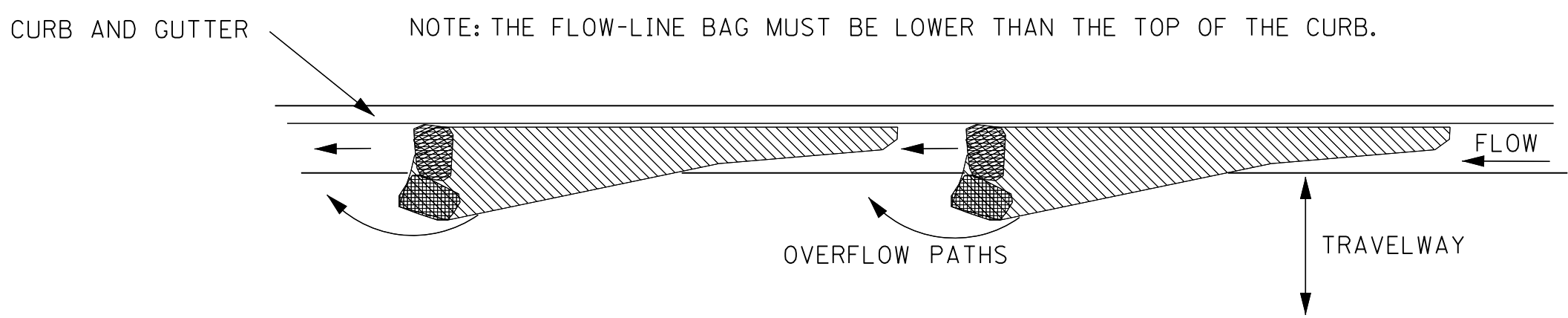


SECTION A-A

SANDBAG BARRIER

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 CONTOL SEDIMENT.



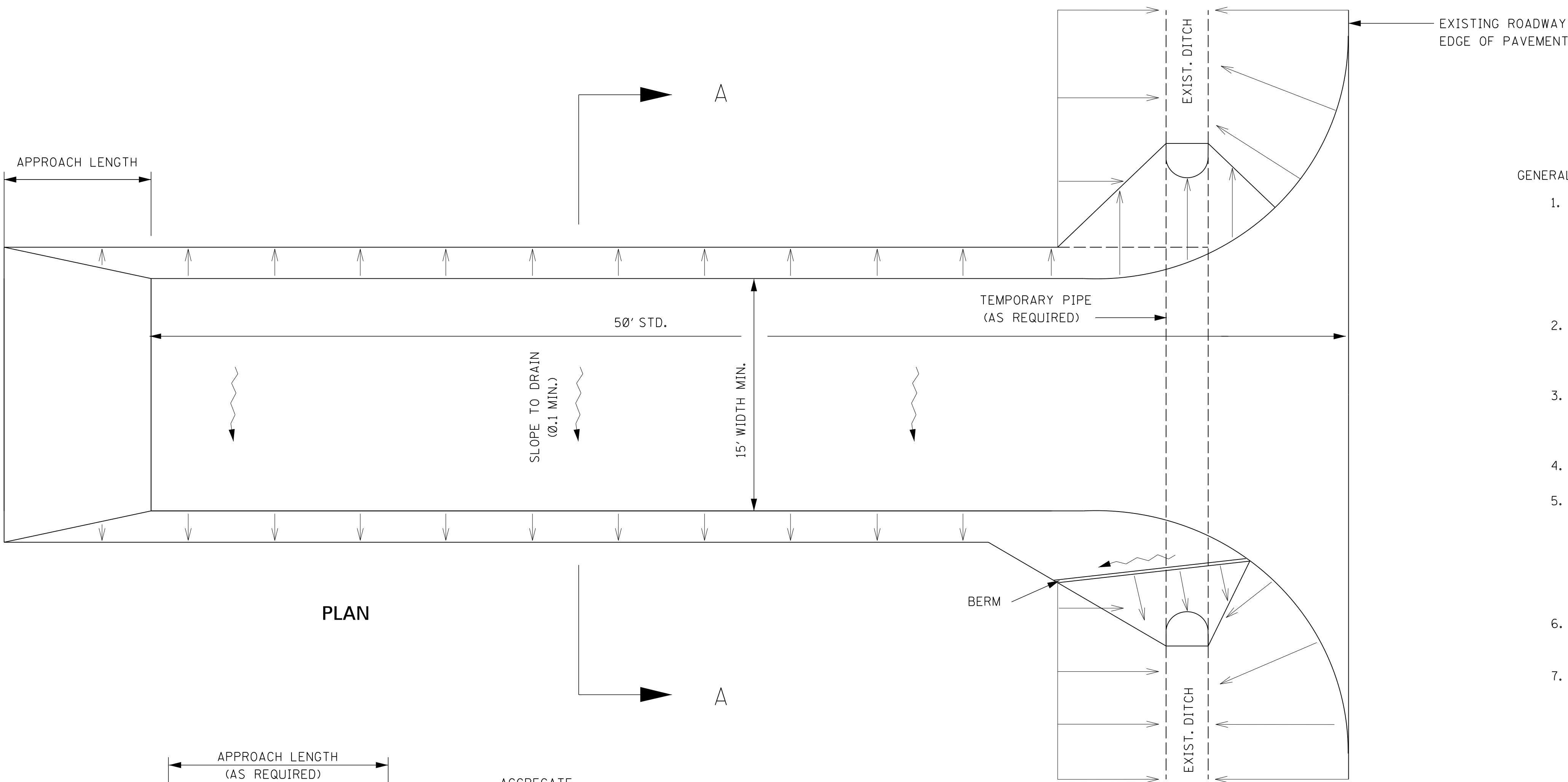
CURB AND GUTTER SEDIMENT
CONTAINMENT SYSTEM

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	ISSUE DATE: AUGUST 01, 2017

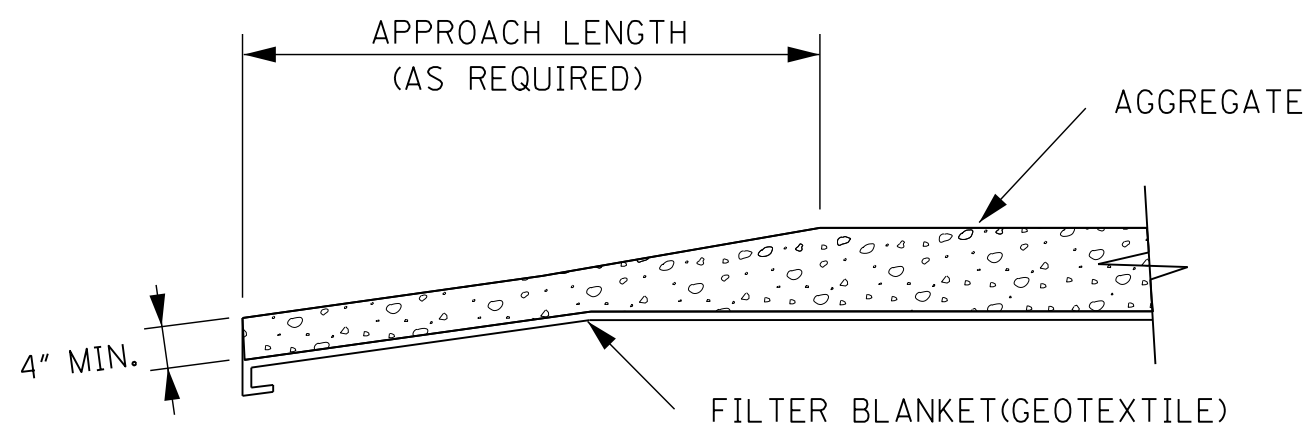
**INLET PROTECTION
DETAILS OF SANDBAGS**



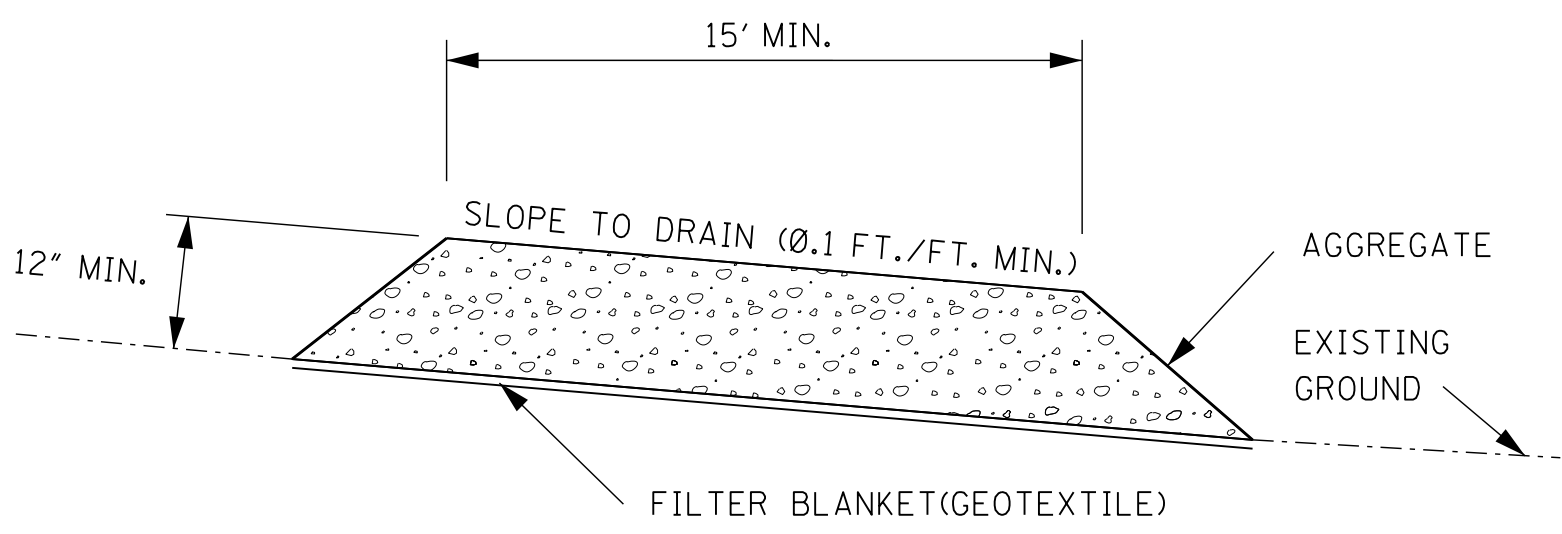
WORKING NUMBER
ECD-15
SHEET NUMBER
6115



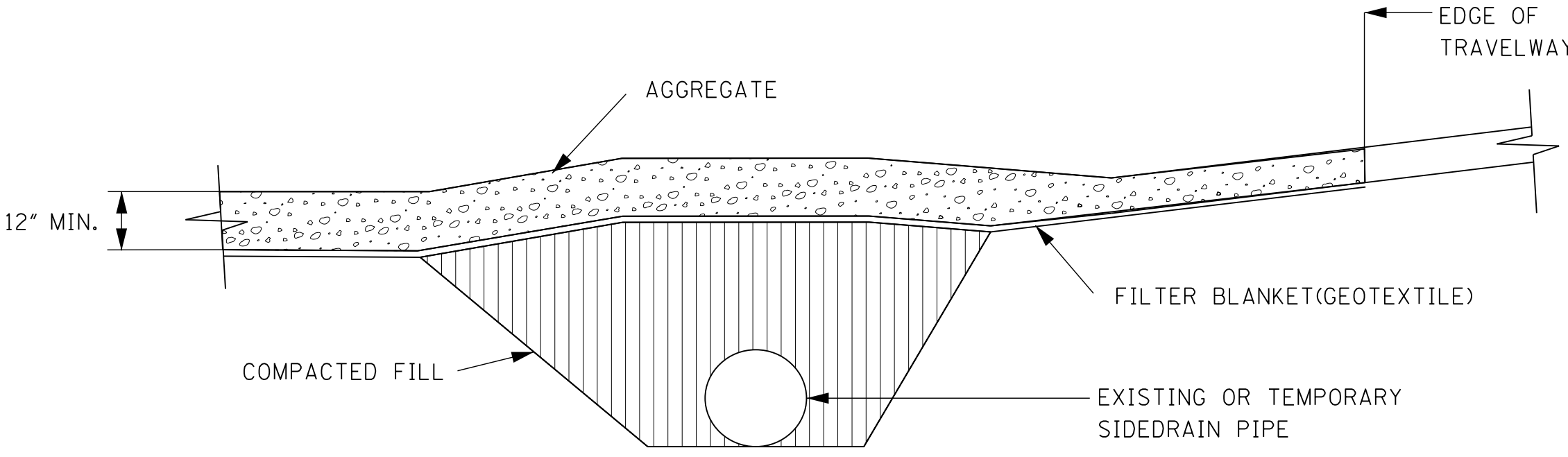
- GENERAL NOTES:
1. A STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AT POINTS OF EGRESS FROM UNSTABILIZED AREAS OF THE PROJECT TO PUBLIC ROADS WHERE OFFSITE TRACKING OF MUD COULD OCCUR. TRAFFIC FROM UNSTABILIZED AREAS OF THE PROJECT SHALL BE DIRECTED THRU THE STABILIZED ENTRANCE. BARRIERS, FLAGGING, OR OTHER POSITIVE MEANS SHALL BE USED AS REQUIRED TO LIMIT AND DIRECT VEHICULAR EGRESS ACROSS THE STABILIZED ENTRANCE.
 2. THE CONTRACTOR MAY PROPOSE AN ALTERNATIVE TECHNIQUE TO MINIMIZE OFFSITE TRACKING OF SEDIMENT. THE ALTERNATIVE MUST BE REVIEWED AND APPROVED BY THE ENGINEER PRIOR TO ITS USE.
 3. ALL MATERIALS SPILLED, DROPPED, OR TRACKED ONTO PUBLIC ROADS (INCLUDING THE STABILIZED CONSTRUCTION ENTRANCE AGGREGATE AND CONSTRUCTION MUD) SHOULD BE REMOVED DAILY, OR MORE FREQUENTLY IF SO DIRECTED BY THE ENGINEER.
 4. SIZE III STABILIZER AGGREGATE OR LARGER SHALL BE USED.
 5. THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL ALLOW IT TO PERFORM ITS FUNCTION TO PREVENT OFFSITE TRACKING. THE STABILIZED CONSTRUCTION ENTRANCE SHOULD BE RINSED WHEN NECESSARY TO MOVE ACCUMULATED MUD DOWNWARD THRU THE STONE. ADDITIONAL STABILIZATION OF THE VEHICULAR ROUTE LEADING TO THE STABILIZED ENTRANCE MAY BE REQUIRED TO LIMIT THE MUD TRACKED.
 6. THE NOMINAL SIZE OF A STANDARD STABILIZED CONSTRUCTION ENTRANCE IS 15' X 50' UNLESS OTHERWISE SHOWN IN THE EROSION CONTROL PLAN.
 7. COSTS OF ALL ITEMS ON THIS SHEET SHALL BE INCLUDED IN OTHER ITEMS BID.



TRANSITION DETAIL

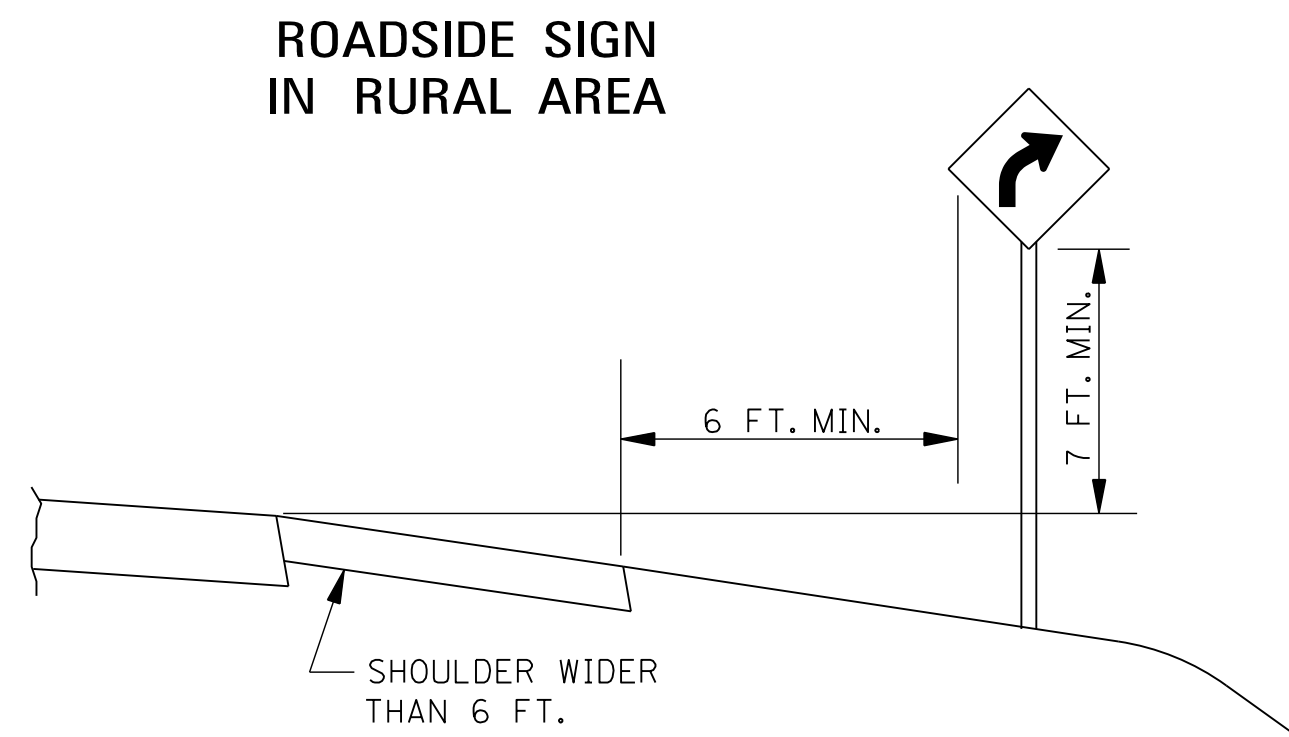
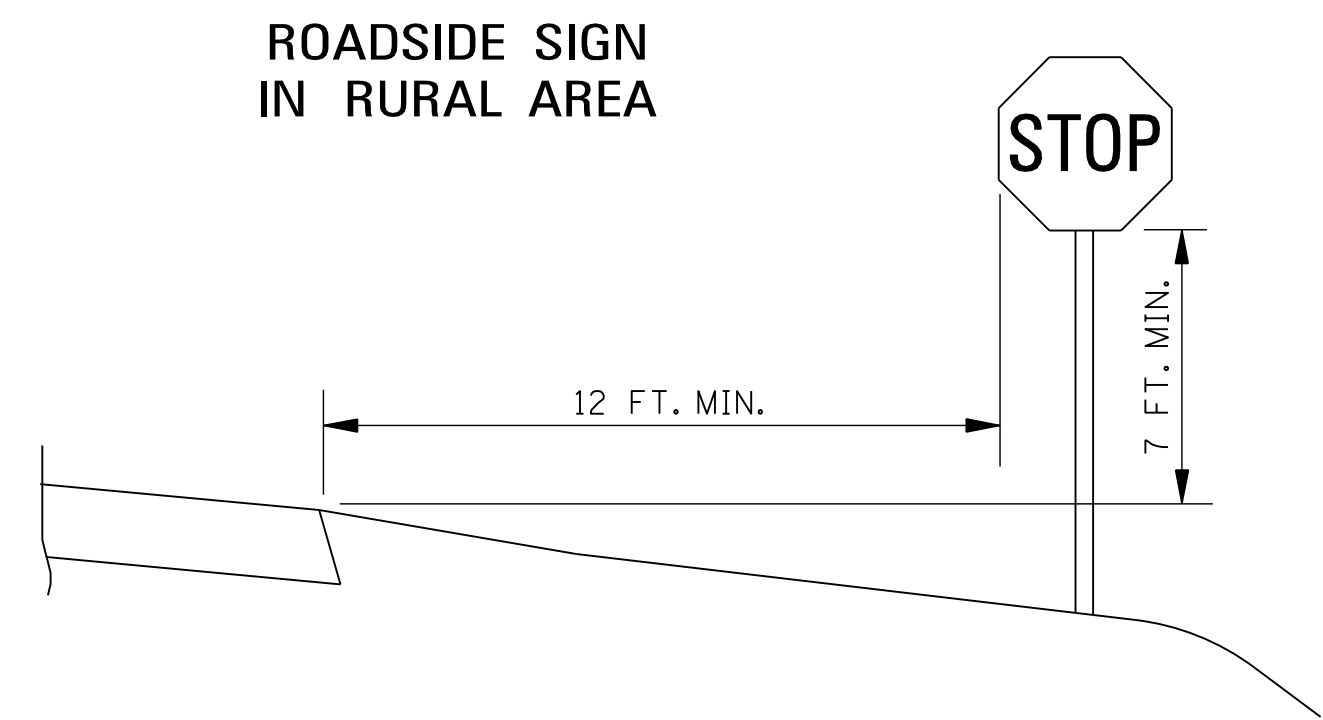


SECTION A-A

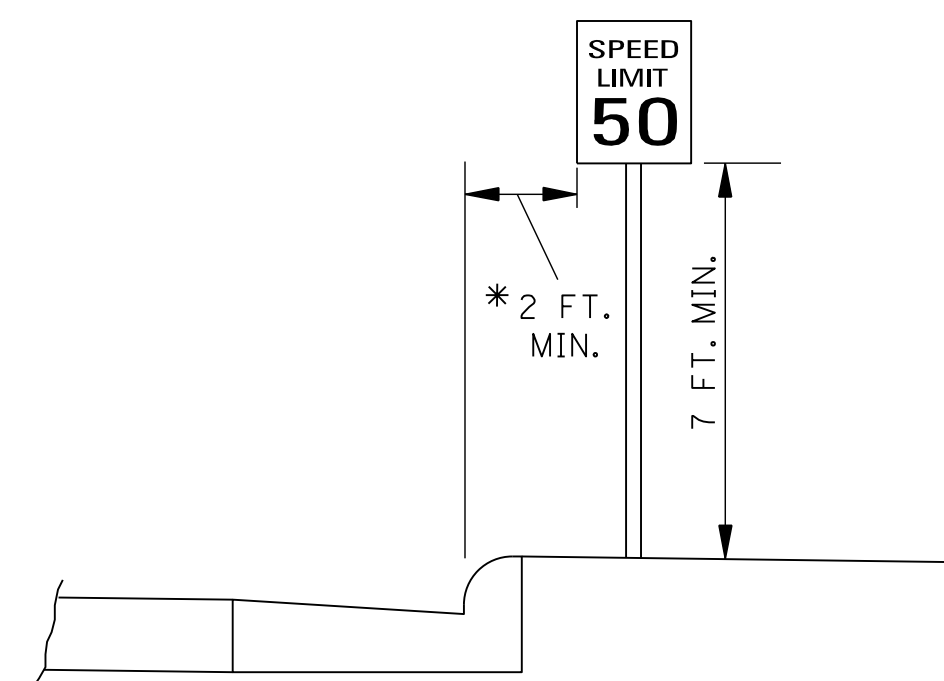


RURAL CONNECTION DETAIL

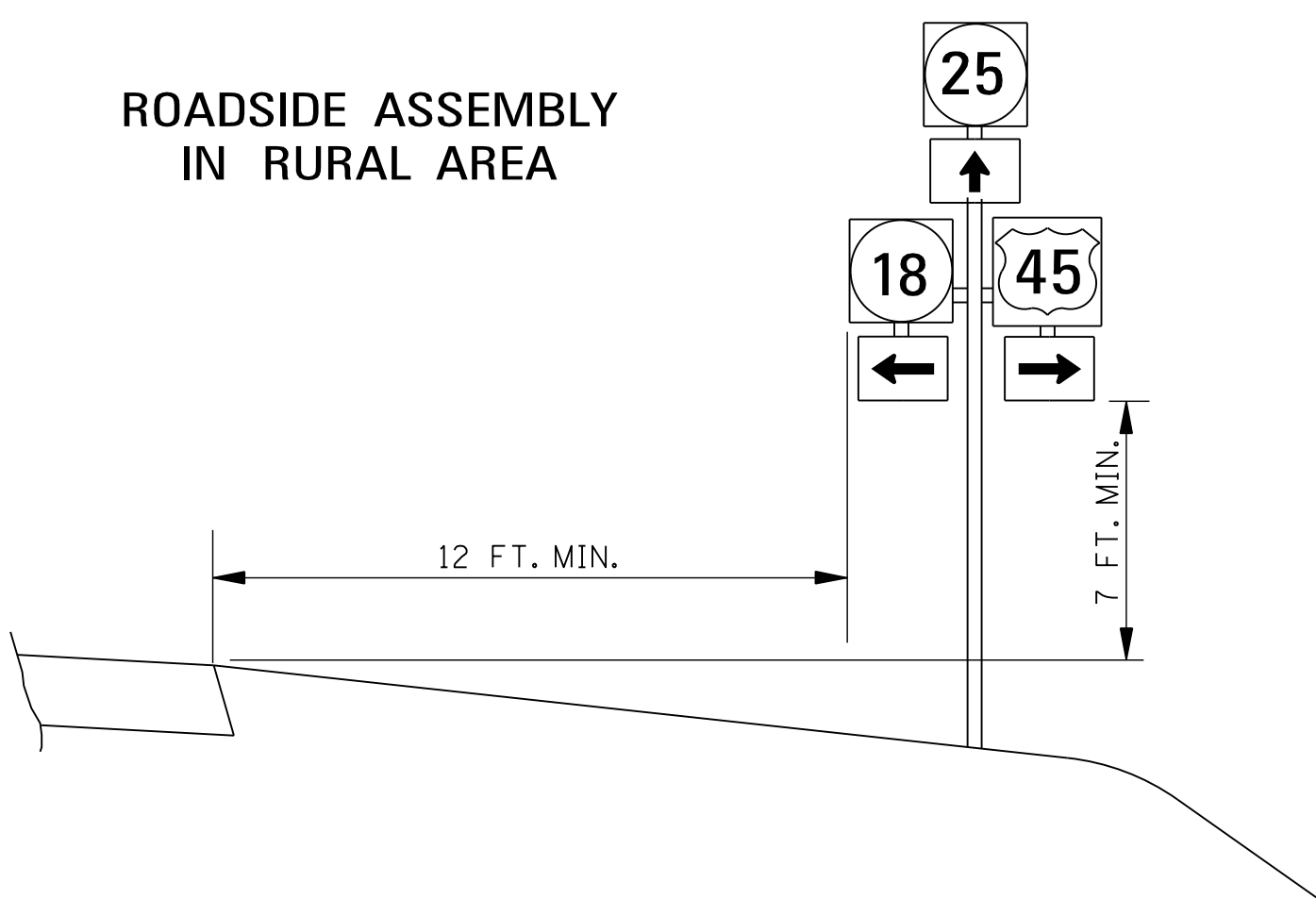
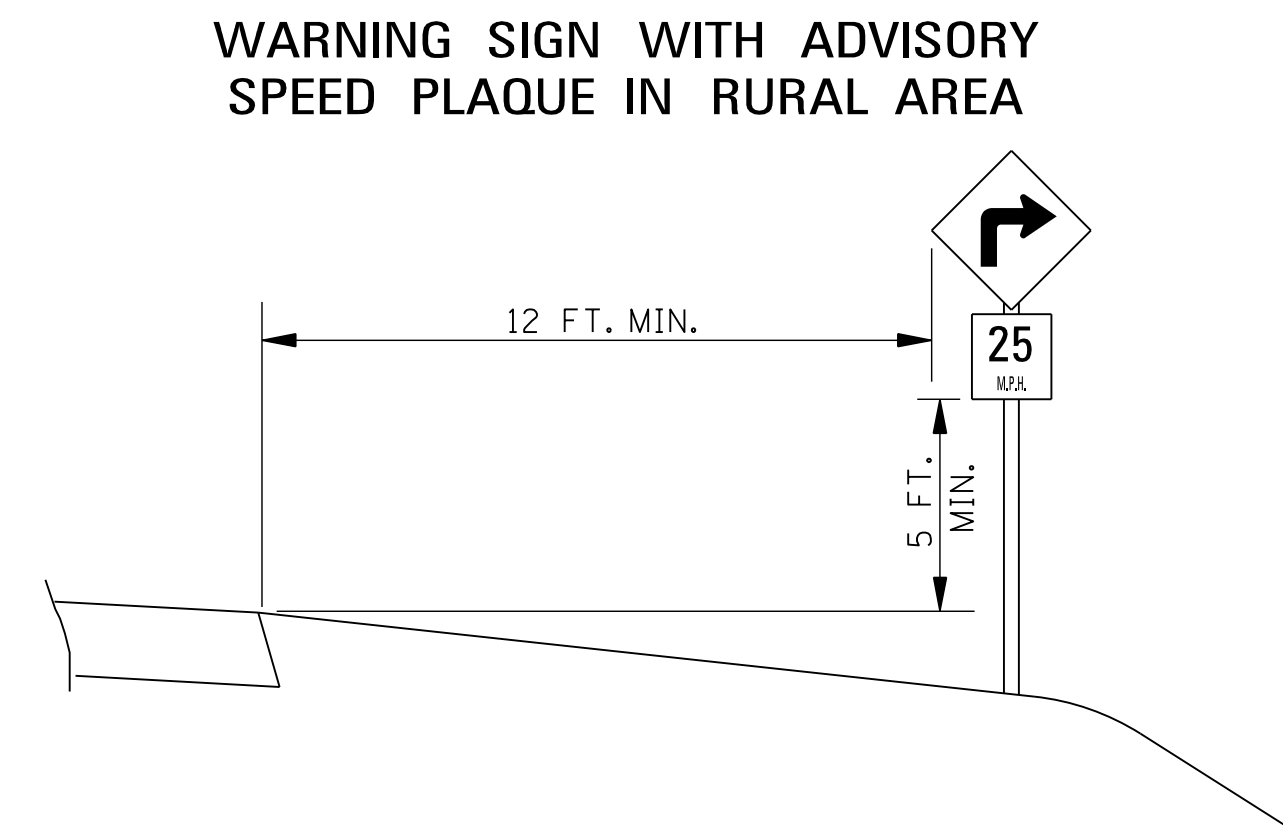
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION
				REVISION	ROADWAY DESIGN DIVISION
				DATE	STANDARD PLAN
					STABILIZED CONSTRUCTION ENTRANCE
					
					WORKING NUMBER
					ECD-16
					SHEET NUMBER
					6116



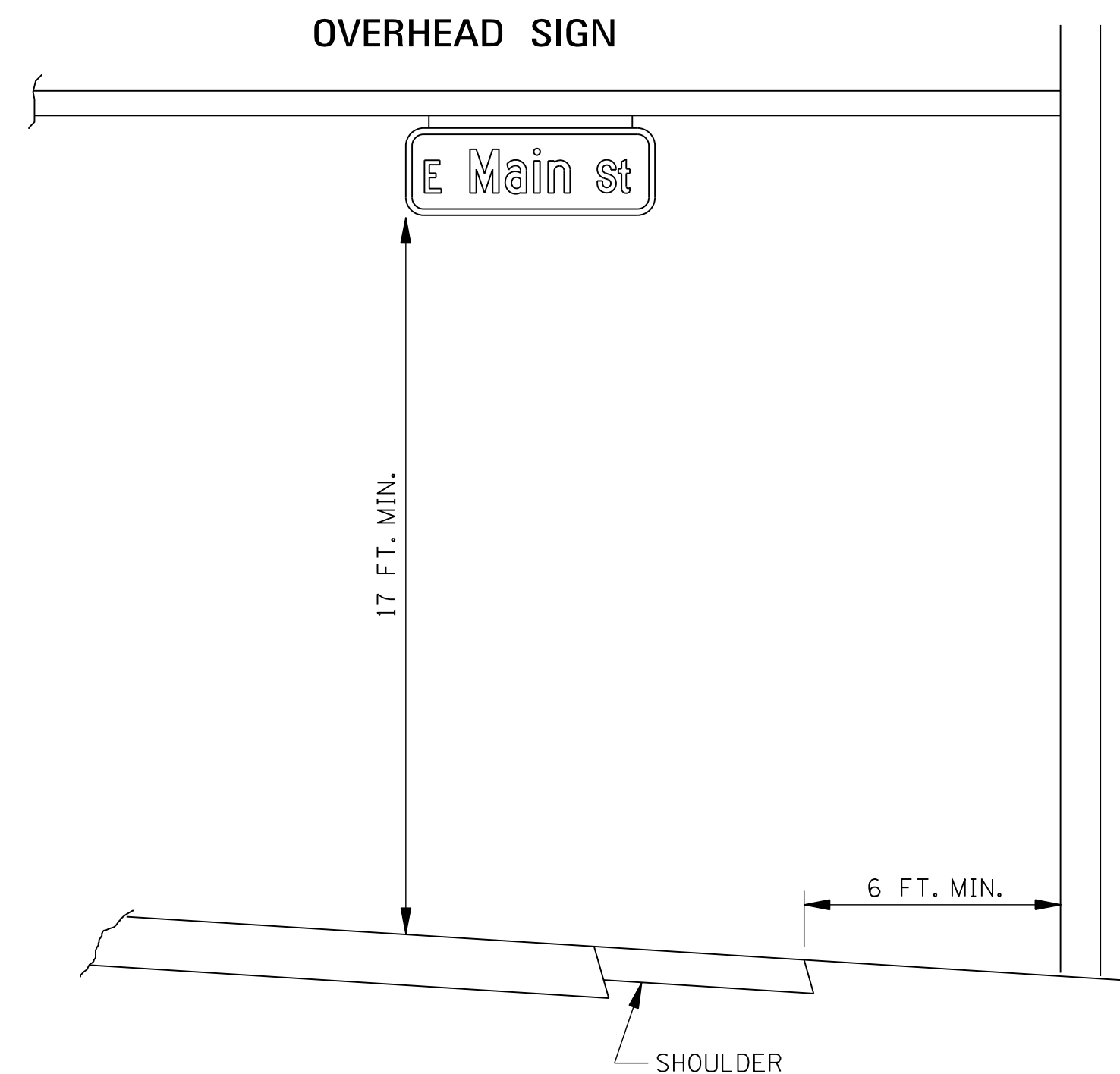
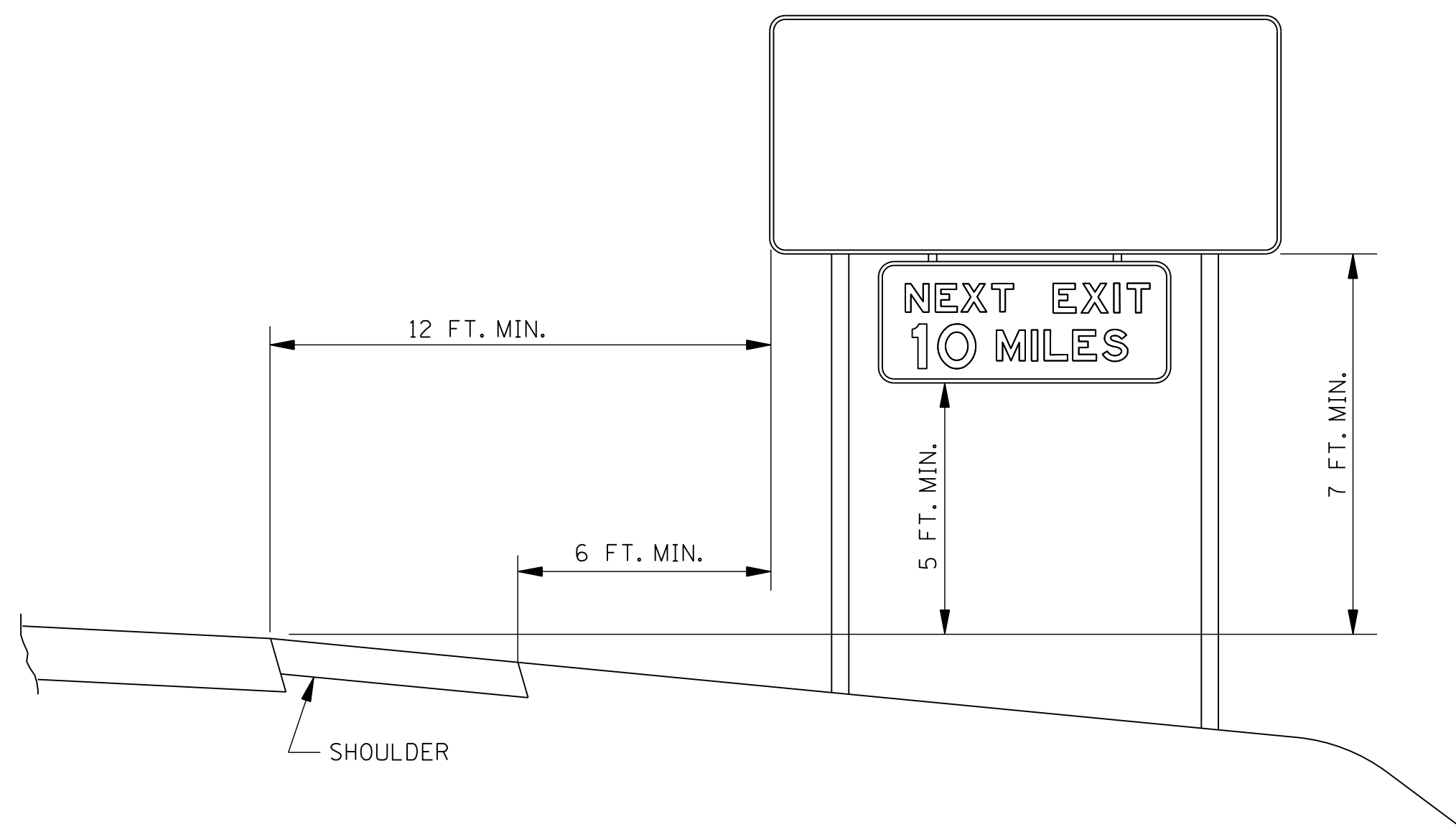
ROADSIDE SIGN IN BUSINESS,
COMMERCIAL, OR RESIDENTIAL AREA



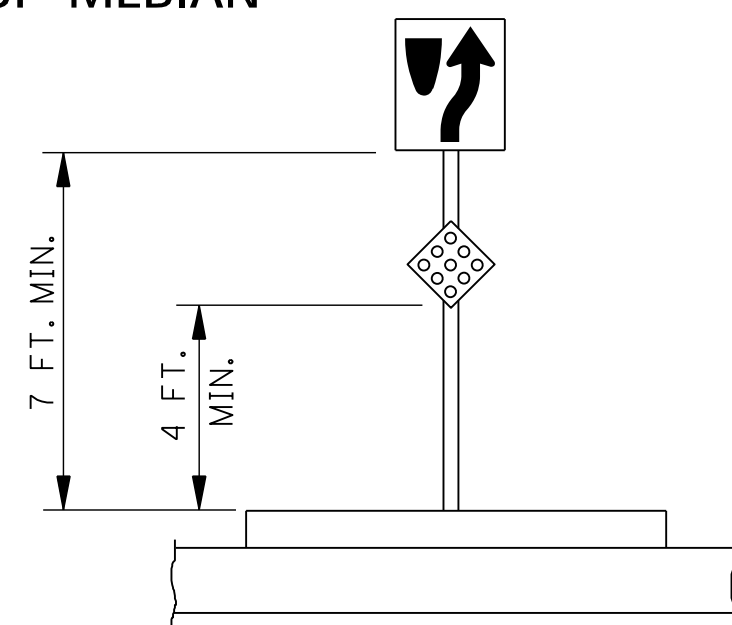
* THE 2 FT. MINIMUM OFFSET APPLIES ONLY TO STANDARD SIGNS MOUNTED ON U-POSTS. ALL STANDARD SIGNS MOUNTED ON PIPE WILL BE OFFSET A MINIMUM OF 4 FT.. RAMP DESTINATION SIGNS WILL BE OFFSET 4 FT. FROM THE SHOULDERS.



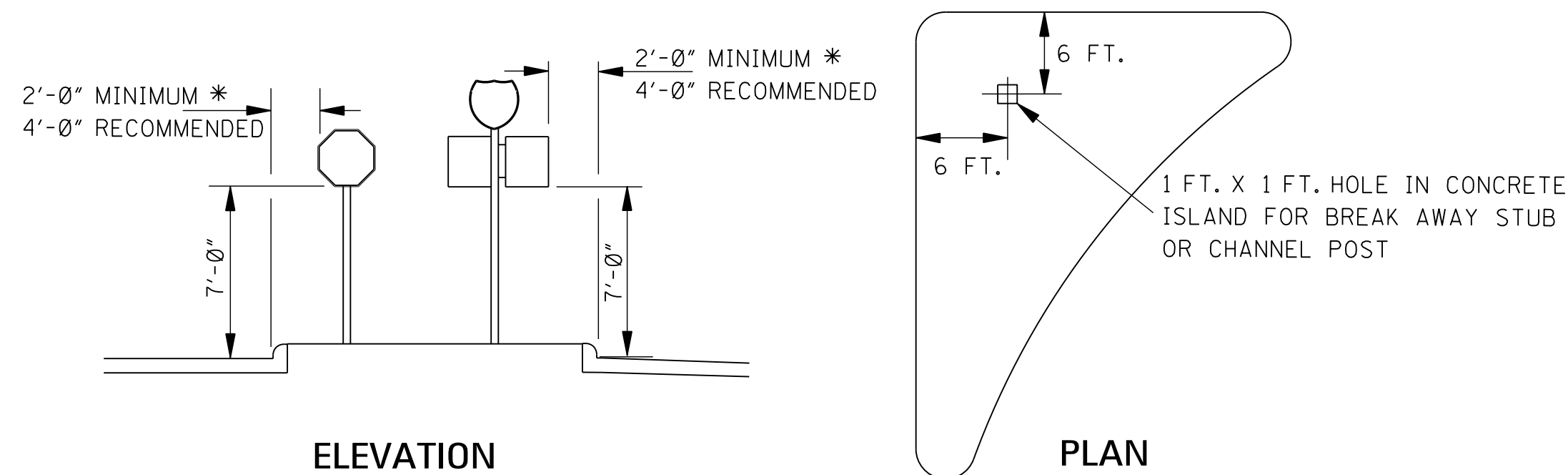
INTERSTATE OR FREEWAY SIGN WITH SECONDARY SIGN



SIGN ON NOSE
OF MEDIAN



SIGNS IN ISLANDS OR BEHIND CURB USING U-POSTS OR PIPE POSTS



GENERAL NOTES:

- SEE SECTION 2A-19 OF THE MUTCD FOR REDUCED LATERAL OFFSET DISTANCES THAT MAY BE USED IN AREAS WHERE LATERAL OFFSETS ARE LIMITED, AND IN BUSINESS, COMMERCIAL, OR RESIDENTIAL AREAS WHERE SIDEWALK WIDTH IS LIMITED OR WHERE EXISTING POLES ARE CLOSE TO THE CURB.
- SIGNS SHALL BE LOCATED OUTSIDE THE CLEAR ZONE UNLESS PLACED ON A BREAKAWAY OR YIELDING SUPPORT.

* THE 2 FT. MINIMUM OFFSET APPLIES ONLY TO STANDARD SIGNS MOUNTED ON U-POSTS. ALL STANDARD SIGNS MOUNTED ON PIPE WILL BE OFFSET A MINIMUM OF 4 FT.. RAMP DESTINATION SIGNS WILL BE OFFSET 4 FT. FROM THE SHOULDERS.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	STANDARD ROADSIDE SIGN ASSEMBLY AND INSTALLATION
				DATE	ISSUE DATE: AUGUST 01, 2017
					 WORKING NUMBER SN-4 SHEET NUMBER 6306



- GENERAL NOTES:

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.

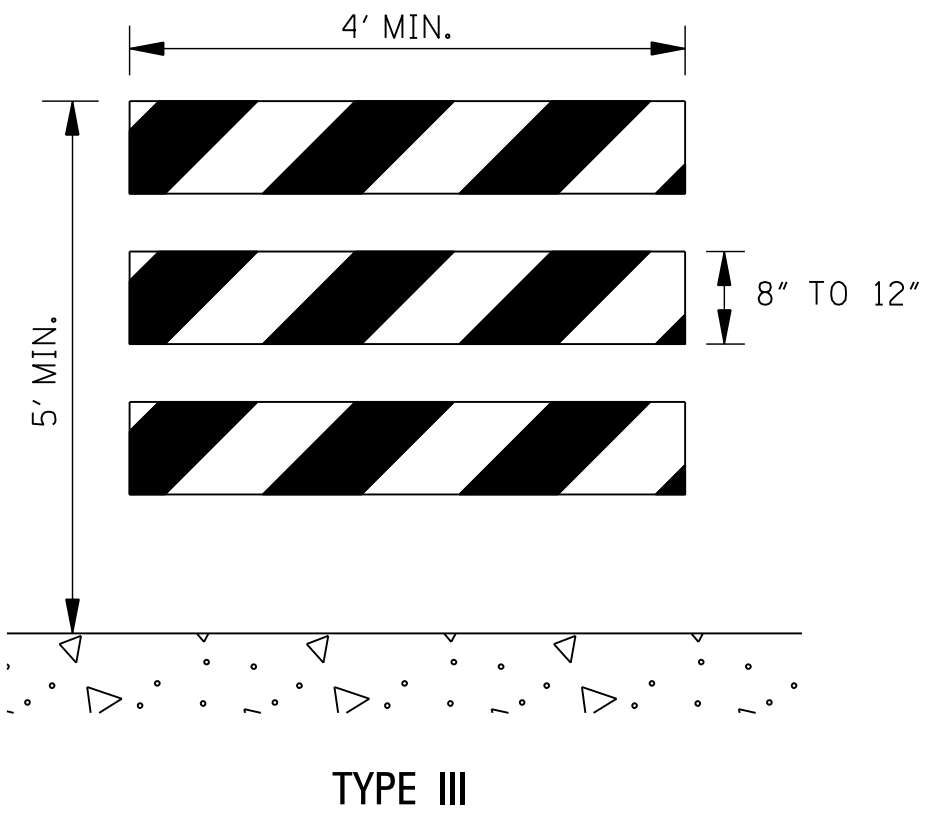
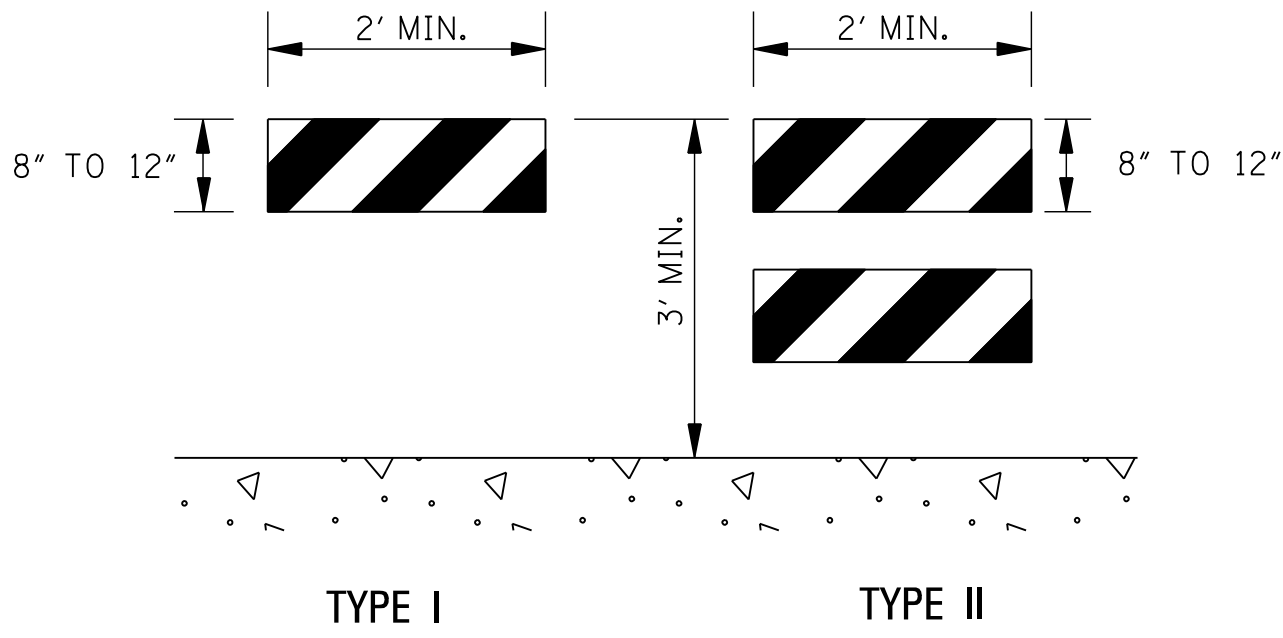
DISTANCE BETWEEN SIGNS			
TYPE	A	B	C
PH OR LESS)	100 FT.	100 FT.	100 FT.
70 MPH)	350 FT.	350 FT.	350 FT.
	500 FT.	500 FT.	500 FT.
/ FREEWAY	1000 FT.	1500 FT.	2640 FT.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN



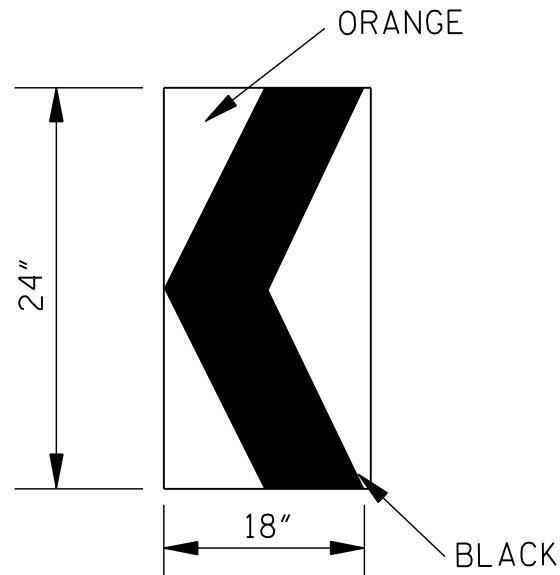
SHEET NUMBER	6351
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ISSUE DATE: AUGUST 01, 2017



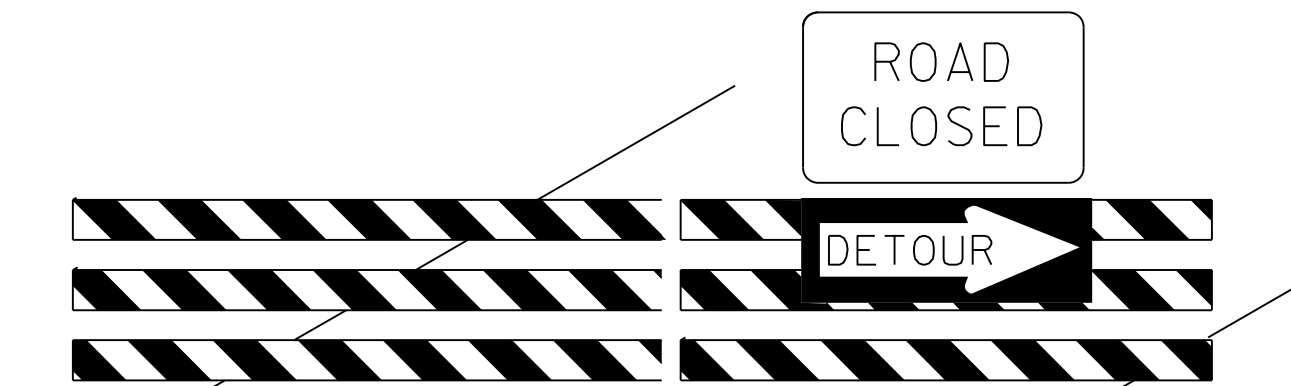
STANDARD BARRICADES

1. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
2. RAIL STRIPE SHOULD BE 6 INCHES, EXCEPT THAT 4-INCH WIDE STRIPES MAY BE USED IF RAIL LENGTHS ARE LESS THAN 36 INCHES.
3. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.
4. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.
5. BARRICADES ARE CLASSIFIED BY FHWA AS CATEGORY II WORK ZONE DEVICES WHICH REQUIRE CRASHWORTHINESS ACCEPTANCE LETTERS. TO DATE, 2-IN. THICK TIMBER RAILS HAVE NOT BEEN SUCCESSFULLY CRASH TESTED. A LIST OF CRASHWORTHY BARRICADES AND OTHER CATAGORY II DEVICES CAN BE FOUND ON FHWA'S WEBSITE:
http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/cat2.cfm



CHEVRON SIGN
DETAIL

1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
2. THE CHEVRON SIGN SHALL BE MOUNTED ON CRASHWORTHY SUPPORT.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHOULD BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.

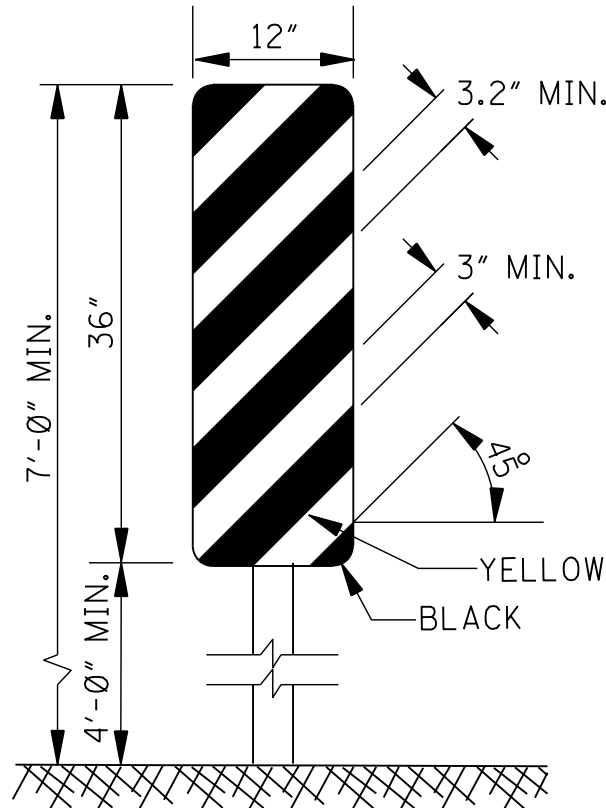


BARRICADE CLOSING A ROAD

BARRICADE CHARACTERISTICS

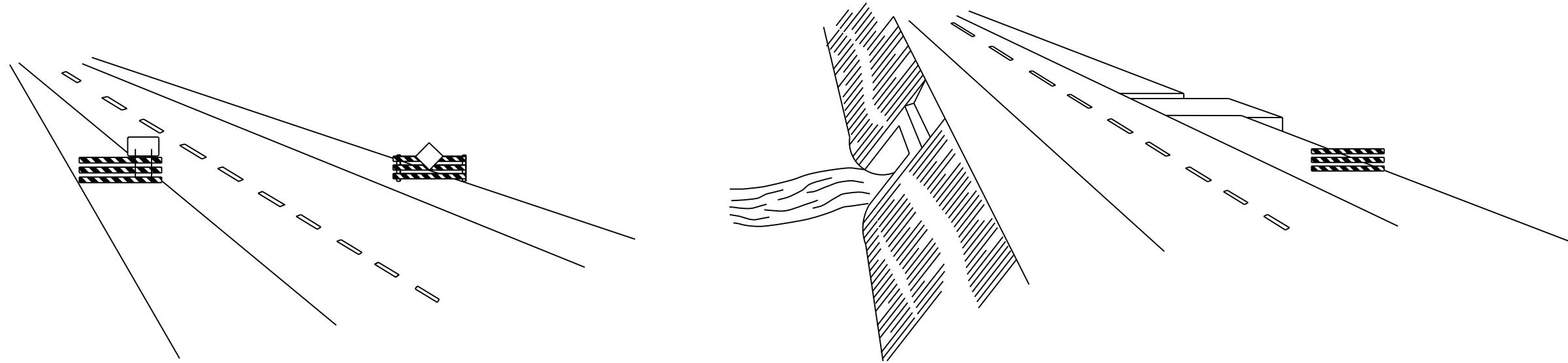
	I	II	III
WIDTH OF RAIL **	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL **	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF RETROREFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS

- * 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.
- ** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 in² OF REFLECTIVE AREA FACING TRAFFIC.



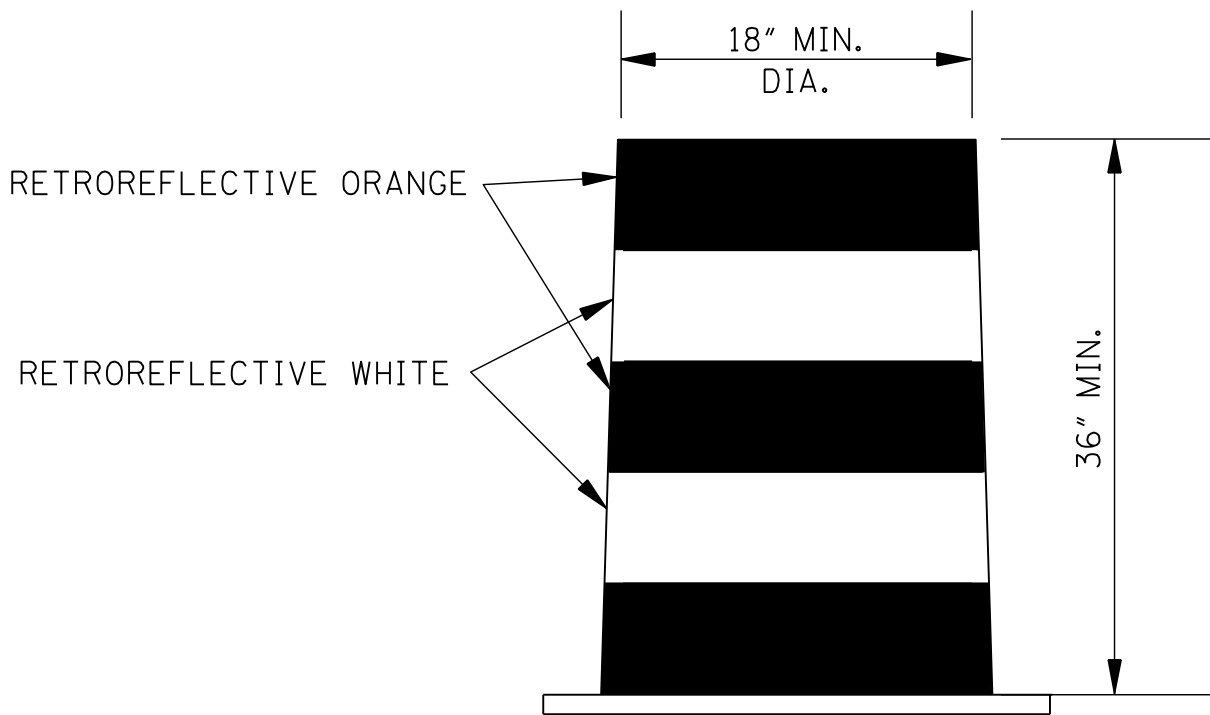
TYPE 3 OBJECT MARKER
(OM-3R)

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.



WING BARRICADES

1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.
2. WING BARRICADES SHOULD BE USED:
A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.



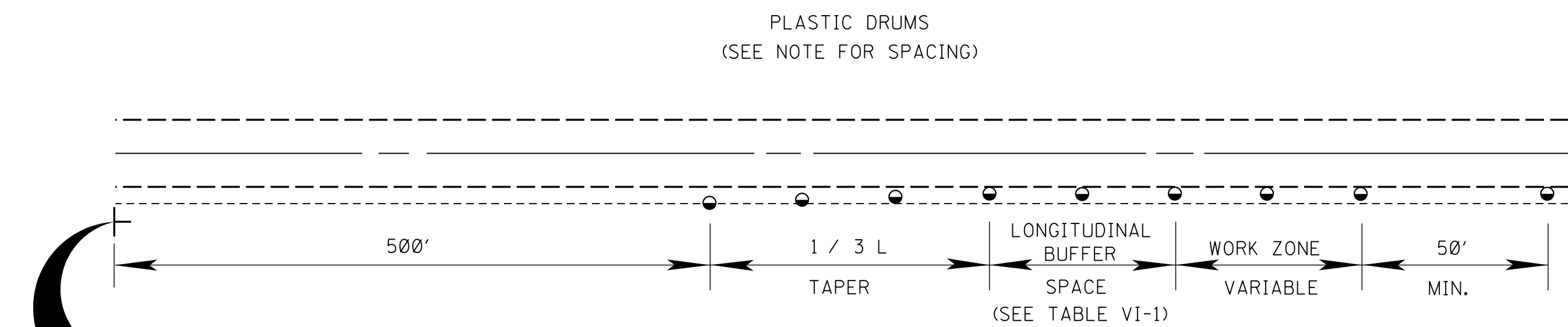
PLASTIC DRUM STRIPING DETAIL

1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) RETROREFLECTIVE, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.
2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
3. WHERE PRACTICAL PLASTIC DRUMS SHOULD BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS
				ISSUE DATE: AUGUST 01, 2017	

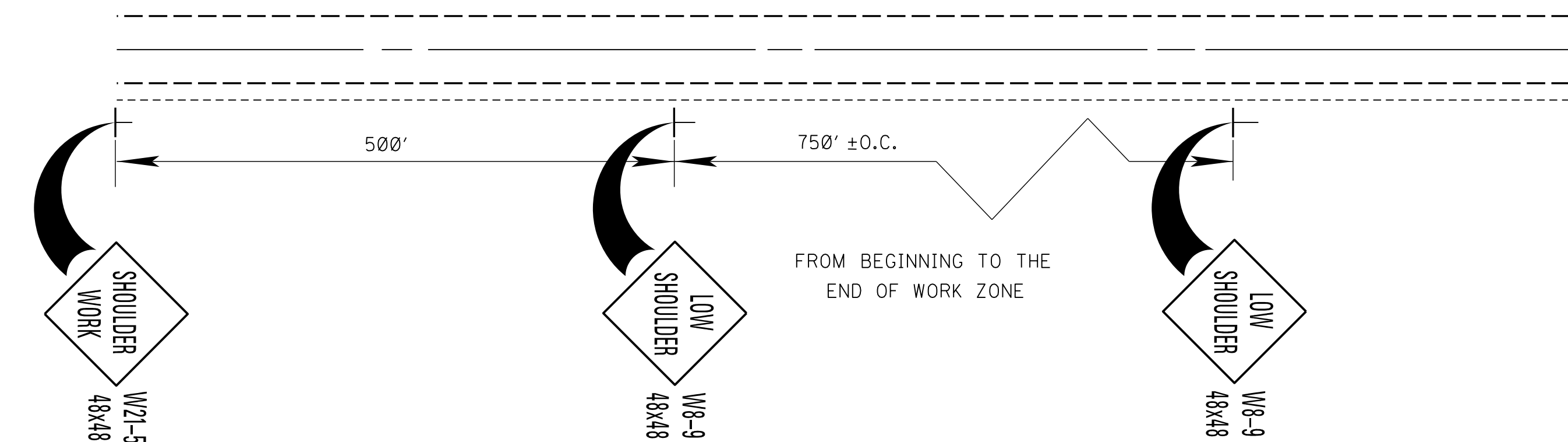
WORKING NUMBER
TCP-8

SHEET NUMBER
6358

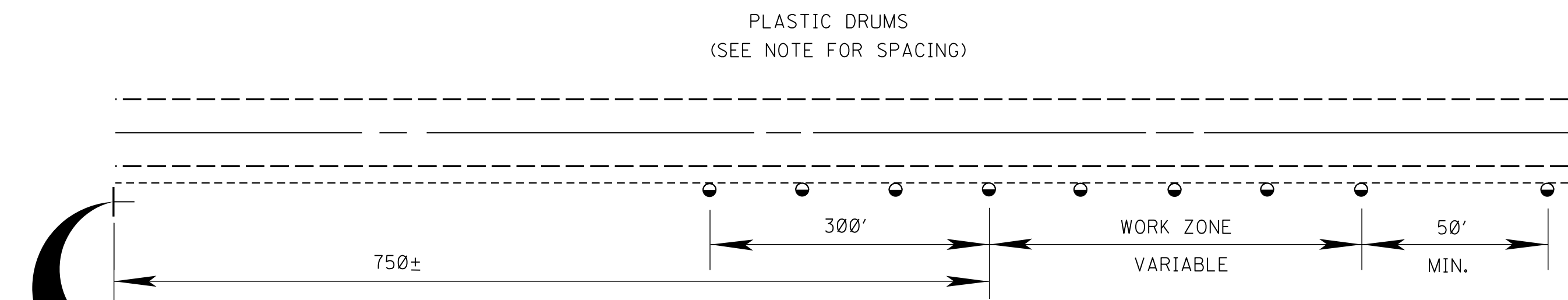


TYPICAL SHOULDER CLOSURE

- (1) TO BE USED WITH EIGHT (8) FOOT OR GREATER WIDTH IMPROVED SHOULDER.
(2) TO BE USED WHEN CONSTRUCTION VEHICLES (EQUIPMENT) ENCROACHES ON OR WITHIN TWO (2) FEET OF THE SHOULDER BREAK.

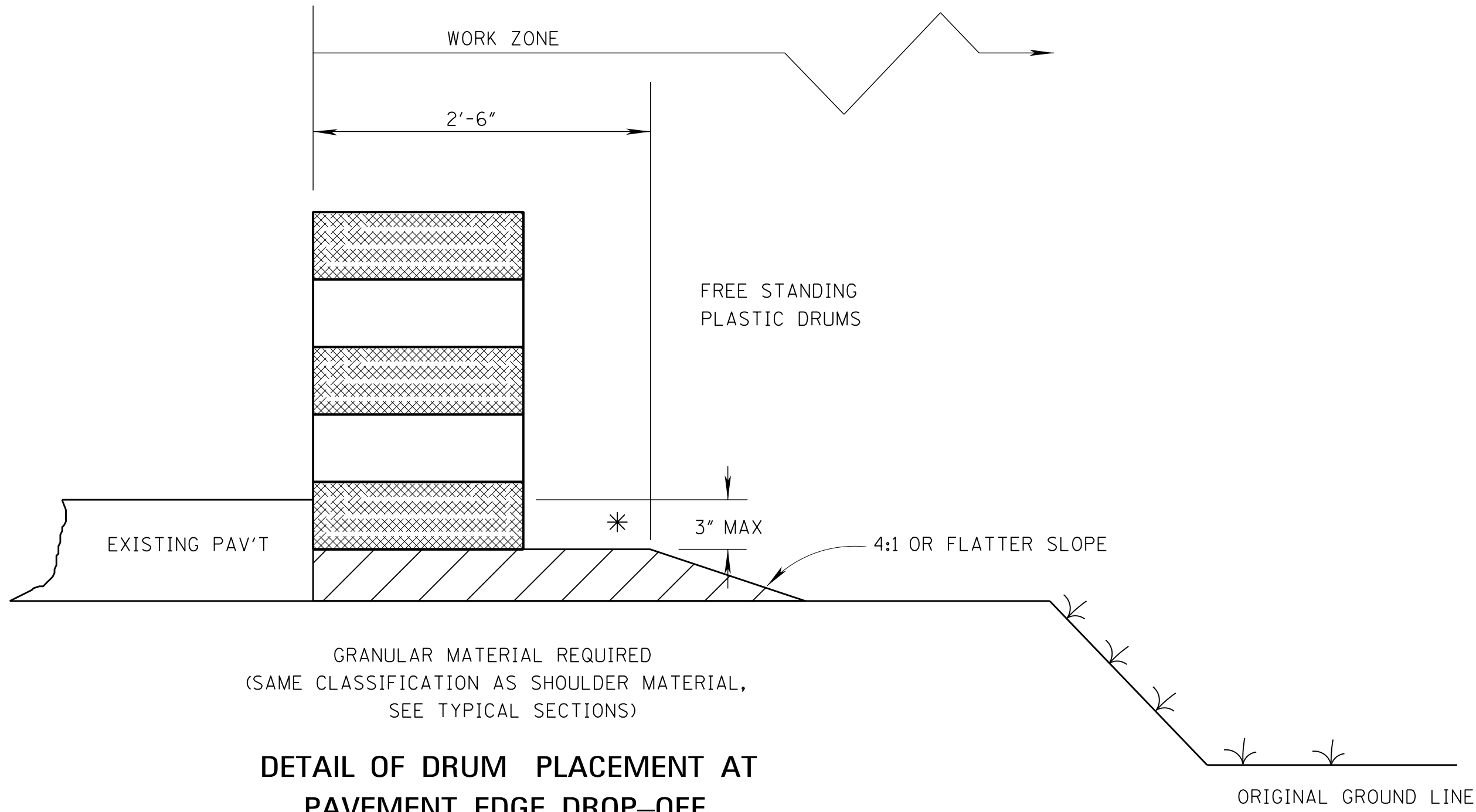
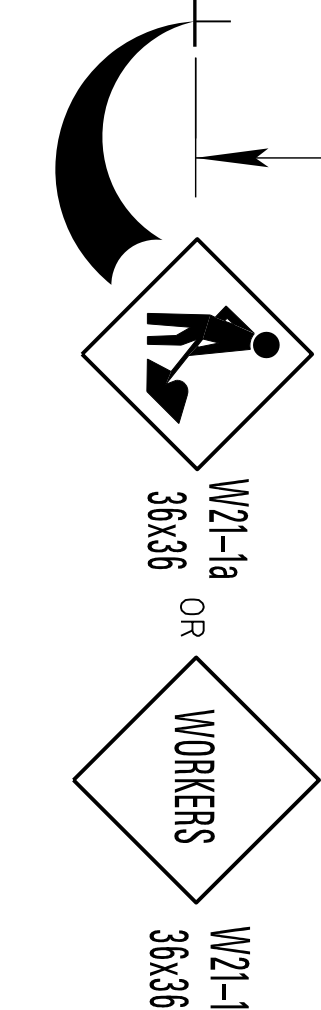


TYPICAL SHOULDER WORK #1 (SEE NOTE A-1 THIS SHEET)



TYPICAL SHOULDER WORK #2

NOTE:
WORK OUTSIDE TWO (2) FOOT AND WITHIN TEN (10) FEET OF THE SHOULDER BREAK MAY BE PROTECTED BY PLACING DRUMS ALONG THE SHOULDER EDGE, 300 FEET PRIOR TO AND 50 FEET BEYOND THE WORK AREA, OR SEE NOTE A-3 THIS SHEET.



DETAIL OF DRUM PLACEMENT AT PAVEMENT EDGE DROP-OFF

NOTES:

- * A. PAVEMENT EDGE DROP-OFF
- IF LESS THAN TWO AND ONE QUARTER (2.25) INCHES-NO PROTECTION REQUIRED. PLACE A SHOULDER WORK SIGN (W21-5) 500 FEET IN ADVANCE OF WORK ZONE SHOULDER AND A LOW SHOULDER SIGN (W8-9) AT THE BEGINNING AND THROUGHOUT THE WORK ZONE @ (750'±0.0. C.).
 - TWO AND ONE QUARTER TO THREE INCHES-PLACE DRUMS, VERTICAL PANELS OR BARRICADES EVERY 100 FEET ON TANGENT SECTIONS FOR SPEEDS OF 50 MILES PER HOUR OR GREATER. CONES MAY BE USED IN PLACE OF DRUMS, PANELS, AND BARRICADES DURING DAYLIGHT HOURS. FOR TANGENT SECTIONS WITH SPEEDS LESS THAN 50 MILES PER HOUR AND FOR CURVES, DEVICES SHOULD BE PLACED EVERY 50 FEET. SPACING FOR TAPERS SHOULD BE IN ACCORDANCE WITH THE M.U.T.C.D. (1 / 3 L, WHERE L IS THE TAPER LENGTH IN FEET.)
 - GREATER THAN THREE (3) INCHES-POSITIVE SEPARATION OR WEDGE WITH 4:1 OR FLATTER SLOPE NEEDED. IF THERE IS EIGHT (8) FEET OR MORE DISTANCE BETWEEN THE EDGE OF TRAVEL LANE AND DROP-OFF, THEN DRUMS, PANELS OR BARRICADES MAY BE USED.
 - FOR TEMPORARY CONDITIONS, DROP-OFFS GREATER THAN THREE (3) INCHES MAY BE PROTECTED WITH DRUMS, VERTICAL PANELS OR BARRICADES FOR SHORT DISTANCES DURING DAYLIGHT HOURS WHILE WORK IS BEING DONE IN THE DROP-OFF AREA.
 - LESSER TREATMENTS THAN THOSE DESCRIBED ABOVE MAY BE CONSIDERED FOR LOW-VOLUME LOCAL STREETS.

B. DRUM SPACING

- TANGENTS = 2 X S
- TAPERS = L / 3
WHERE L = S X W
L = TAPER LENGTH IN FEET
S = SPEED IN MPH (POSTED OR 85 PERCENTILE)
W = WIDTH OF OFFSET IN FEET

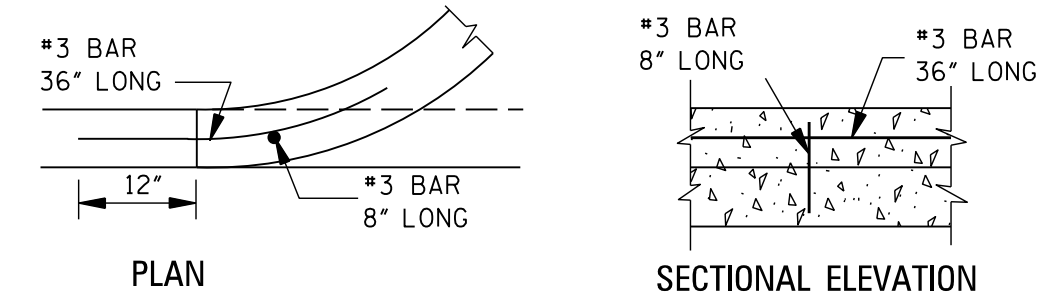
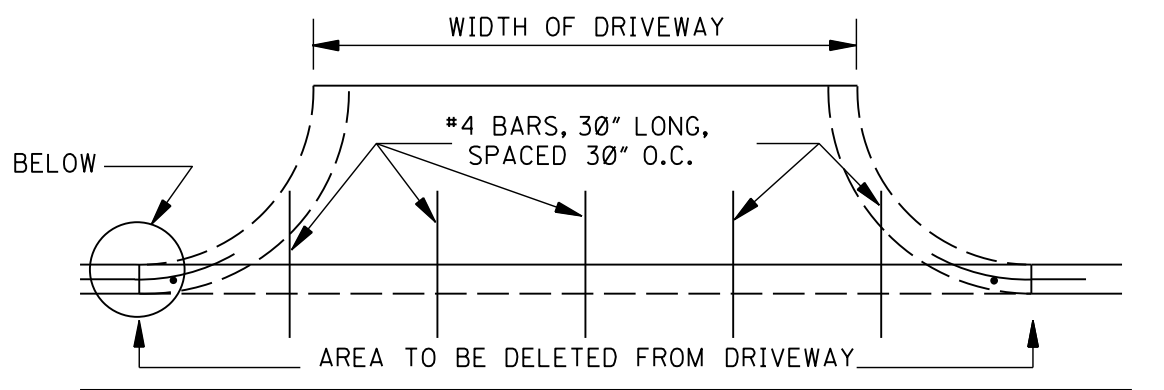
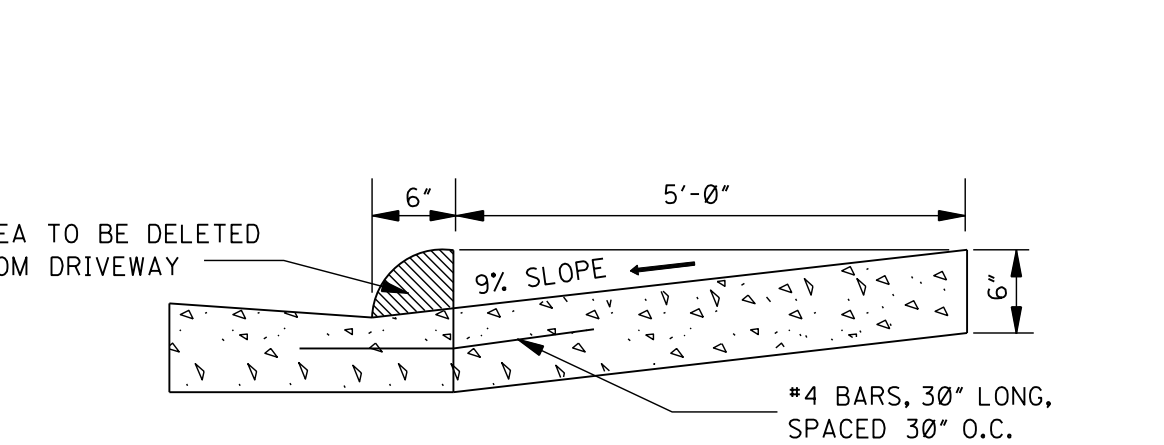
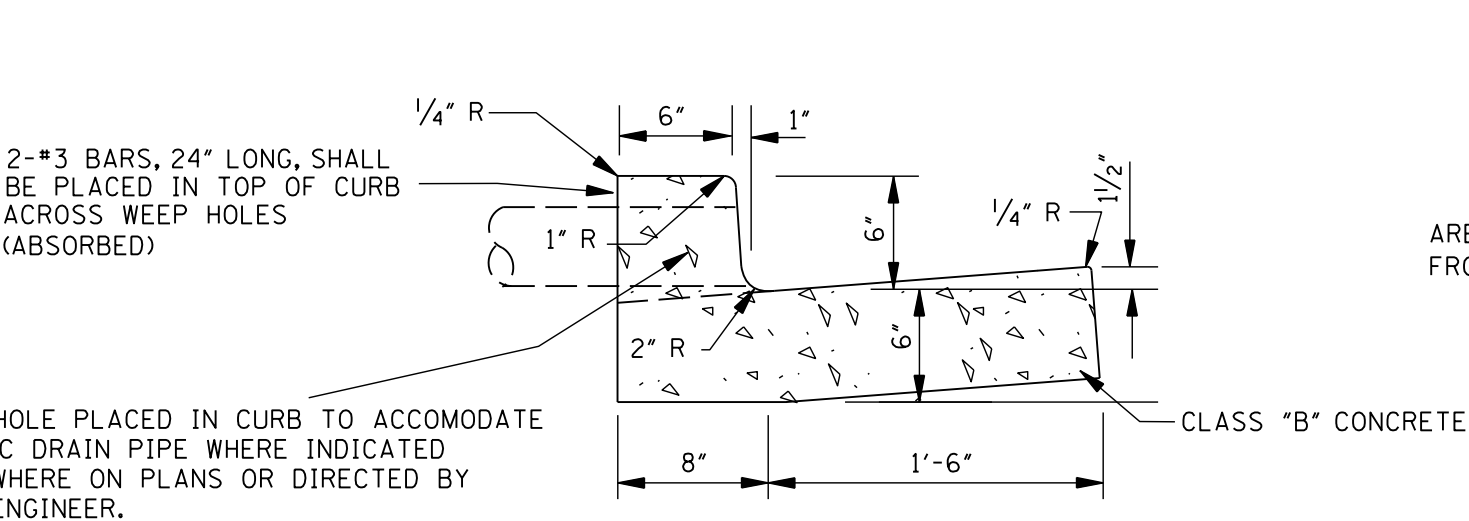
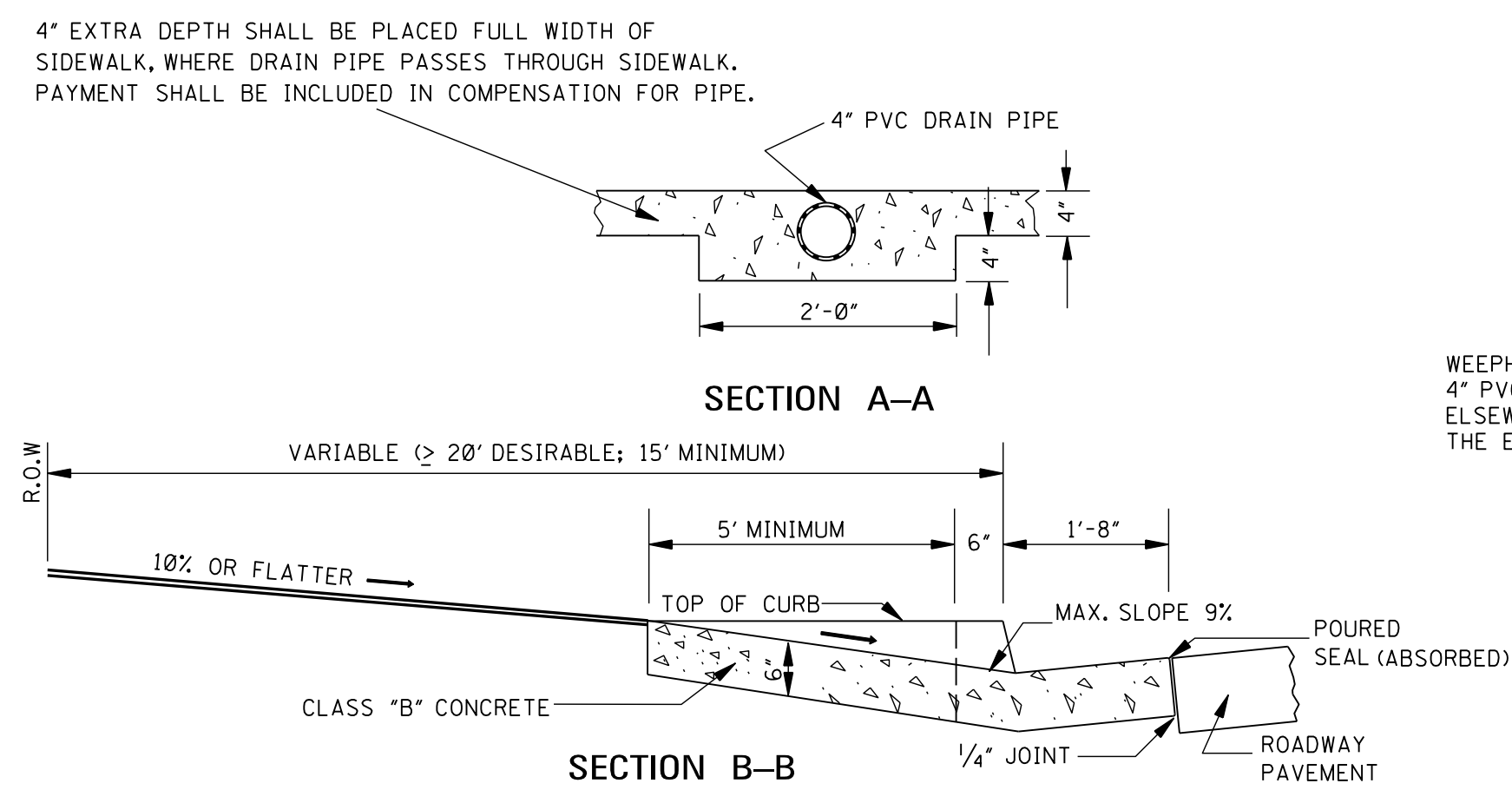
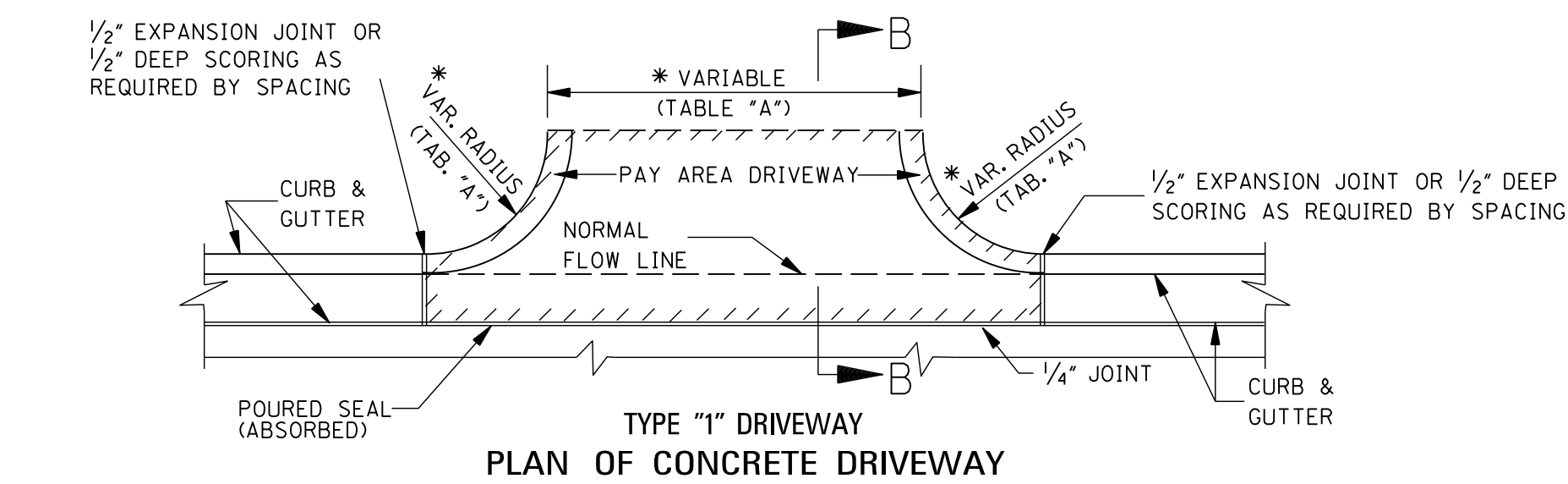
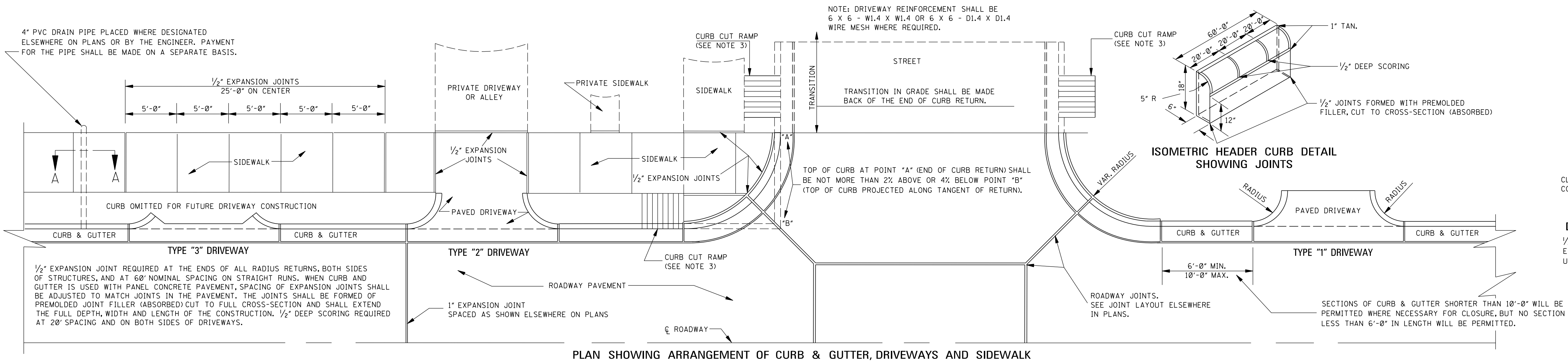
C. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET SHALL BE PAID FOR UNDER MAINTENANCE OF TRAFFIC.

TABLE VI-1. GUIDELINES FOR LENGTH OF
LONGITUDINAL BUFFER SPACE

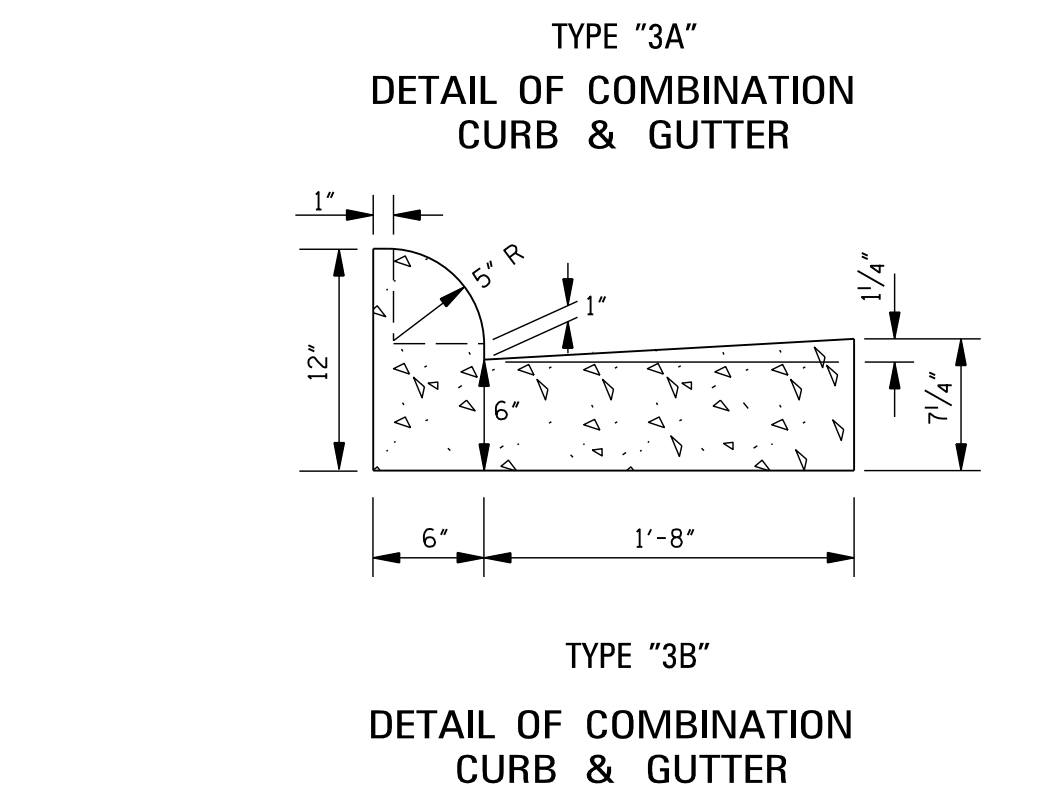
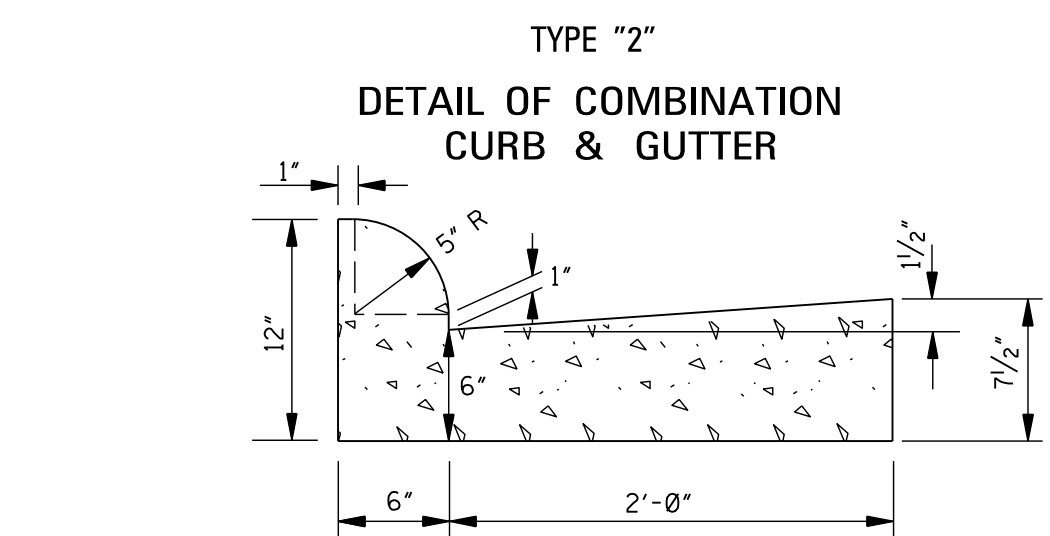
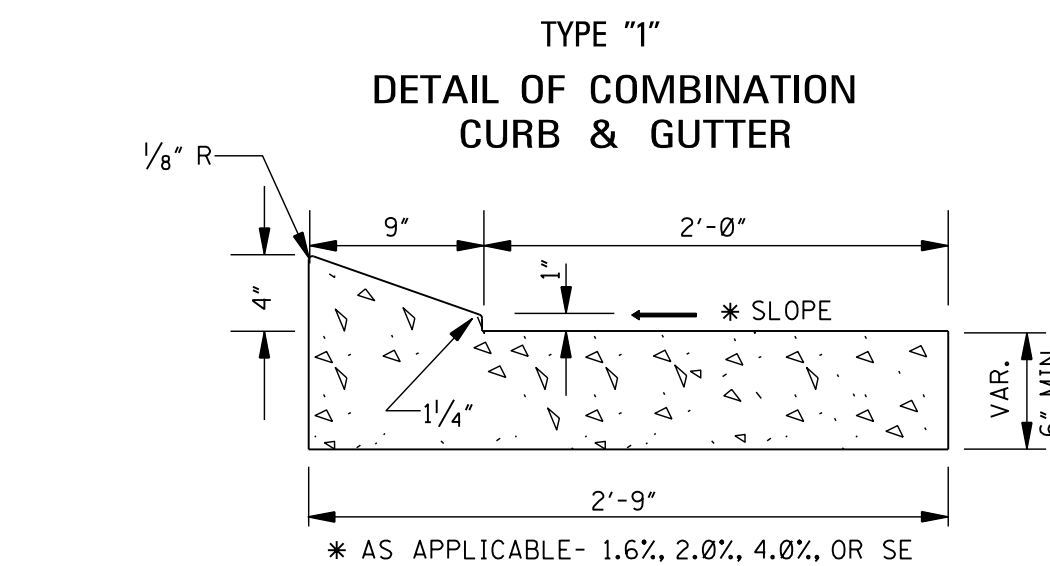
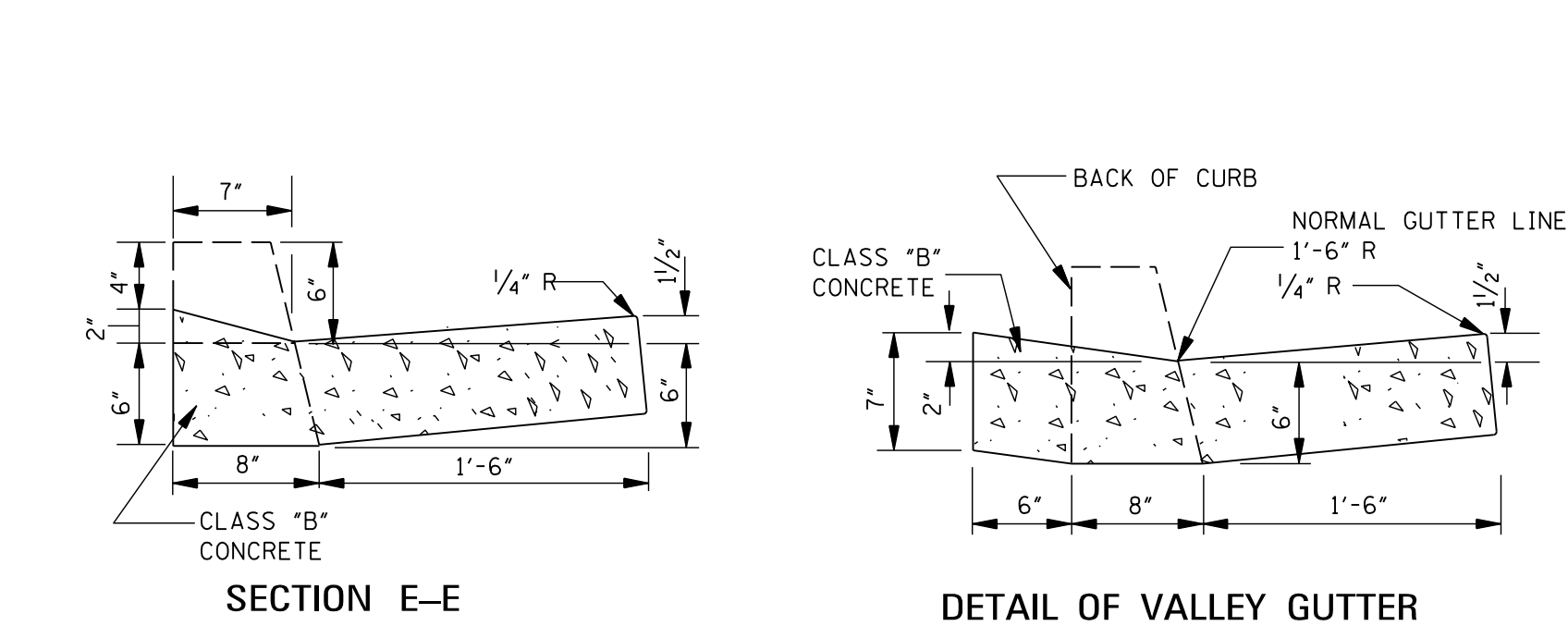
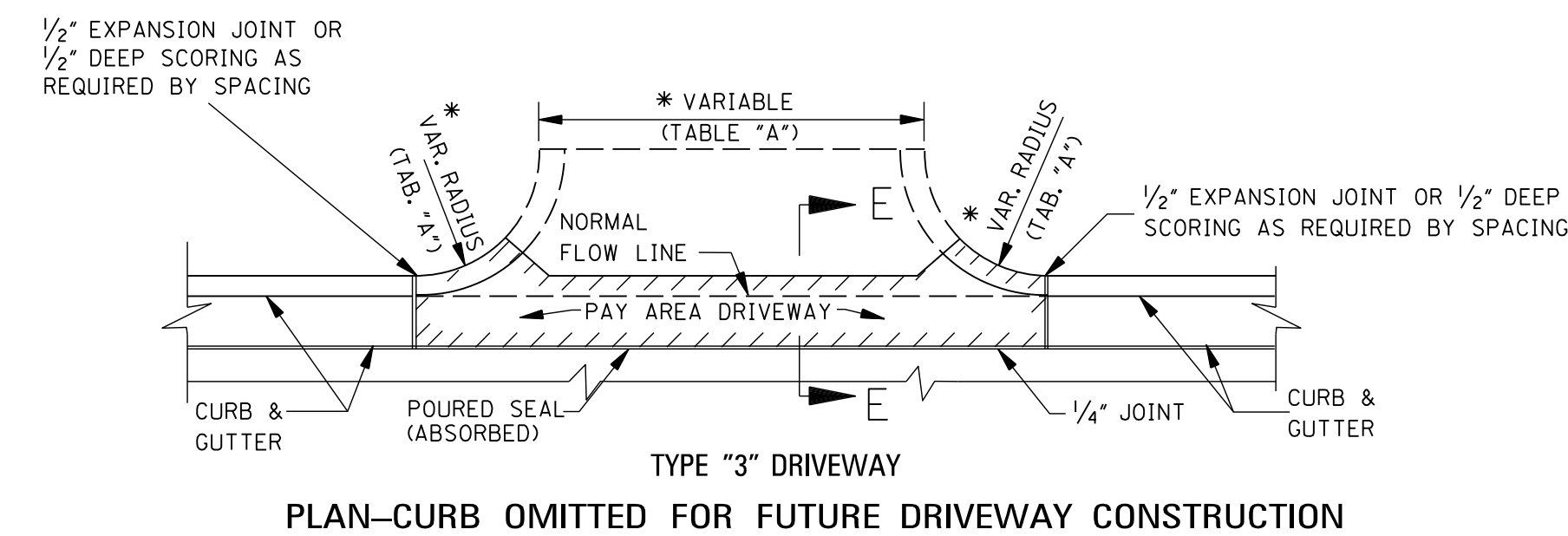
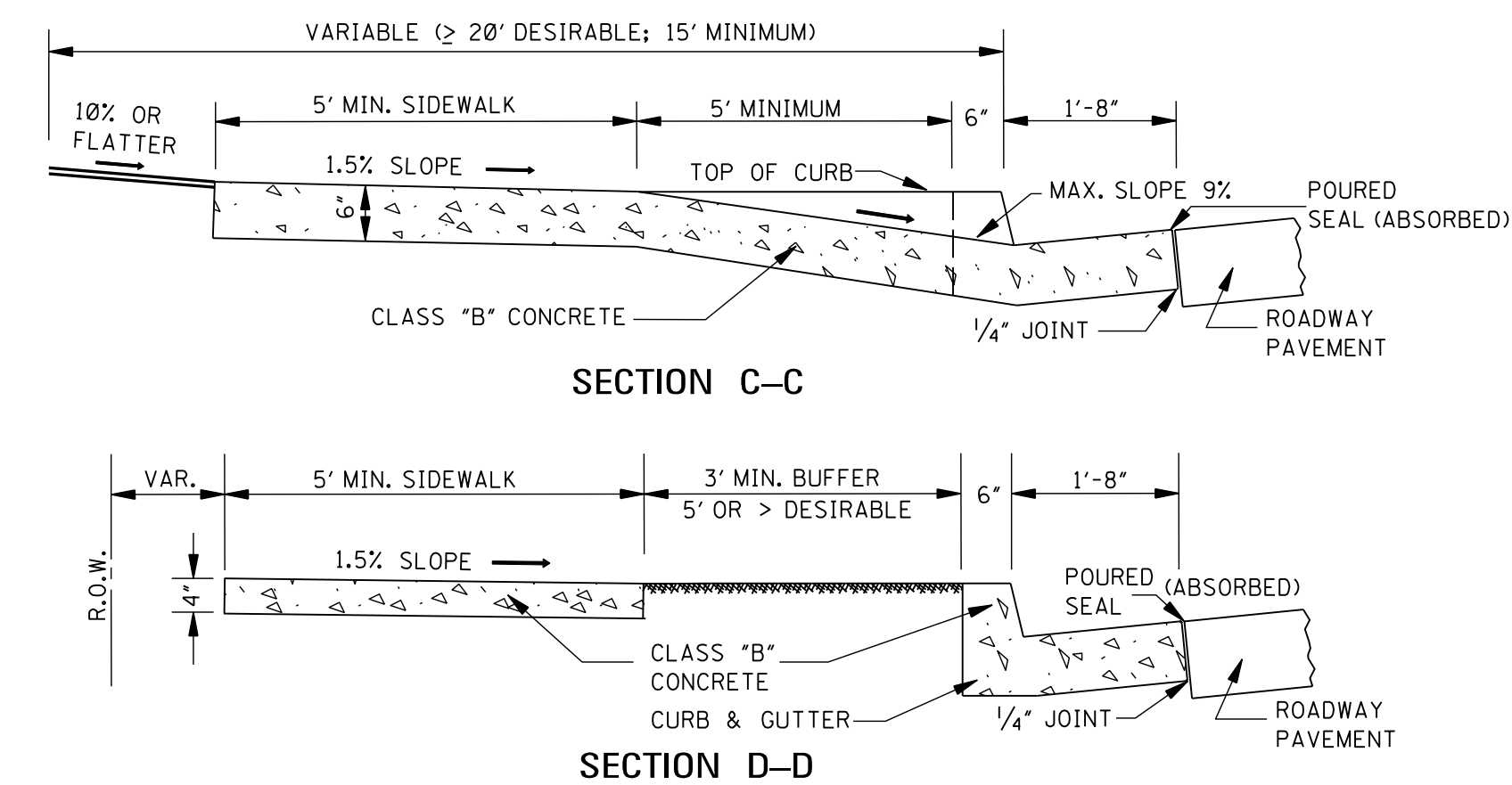
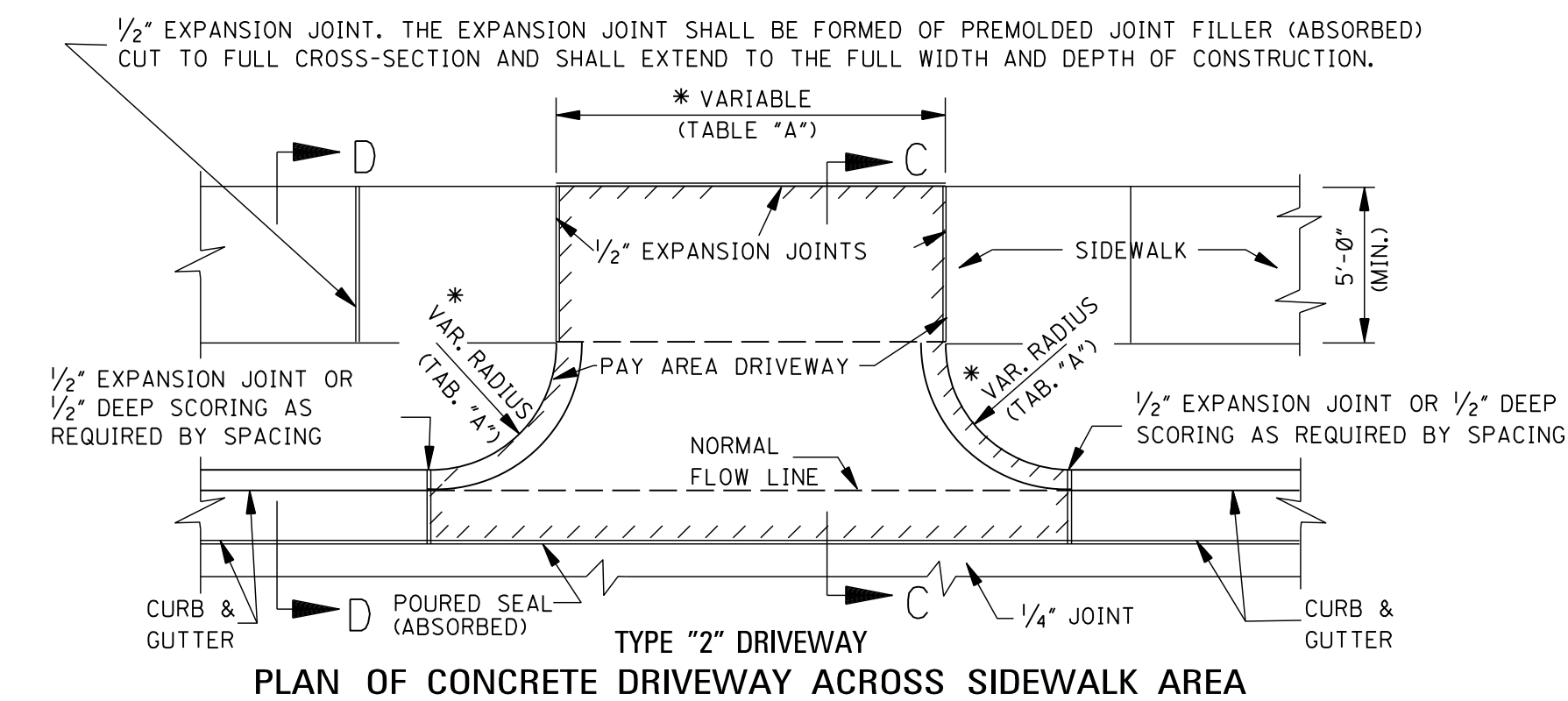
* * SPEED (MPH)	LENGTH (FEET)
20	35
25	55
30	85
35	120
40	170
45	220
50	280
55	335
60	415
65	485

* * POSTED SPEED, OFF-PEAK 85 PERCENTILE SPEED PRIOR TO WORK STARTING, OR THE ANTICIPATED OPERATING SPEED IN MPH.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	TRAFFIC CONTROL DETAILS DRUM PLACEMENT AND SHOULDER CLOSURE
				DATE	ISSUE DATE: AUGUST 01, 2017
					MDOT MISSISSIPPI DEPARTMENT OF TRANSPORTATION WORKING NUMBER TCP-16 SHEET NUMBER 6366

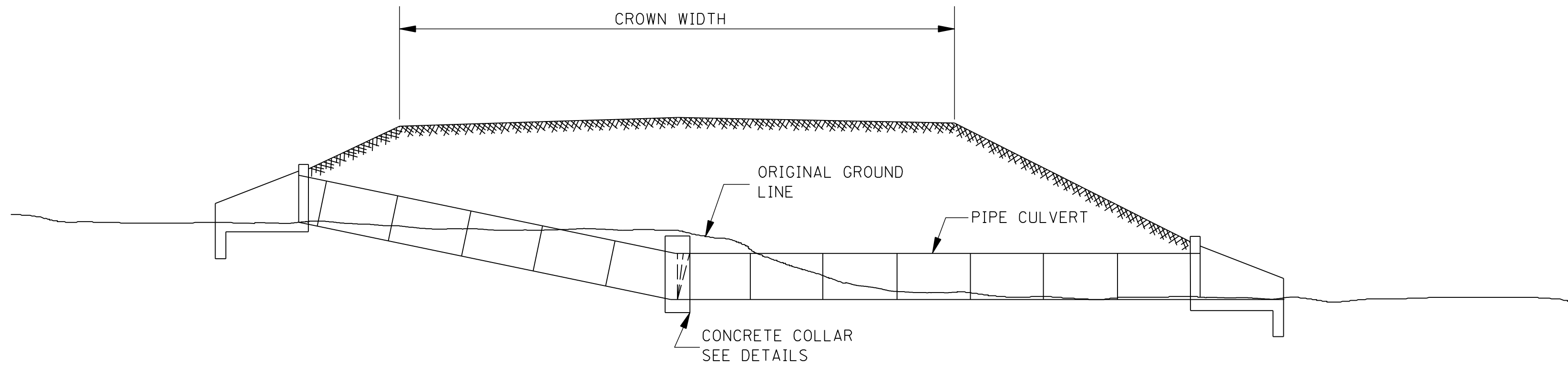


PERMISSIBLE DRIVEWAY CONSTRUCTION METHOD FOR SLIP-FORM PLACEMENT OF CURB & GUTTER

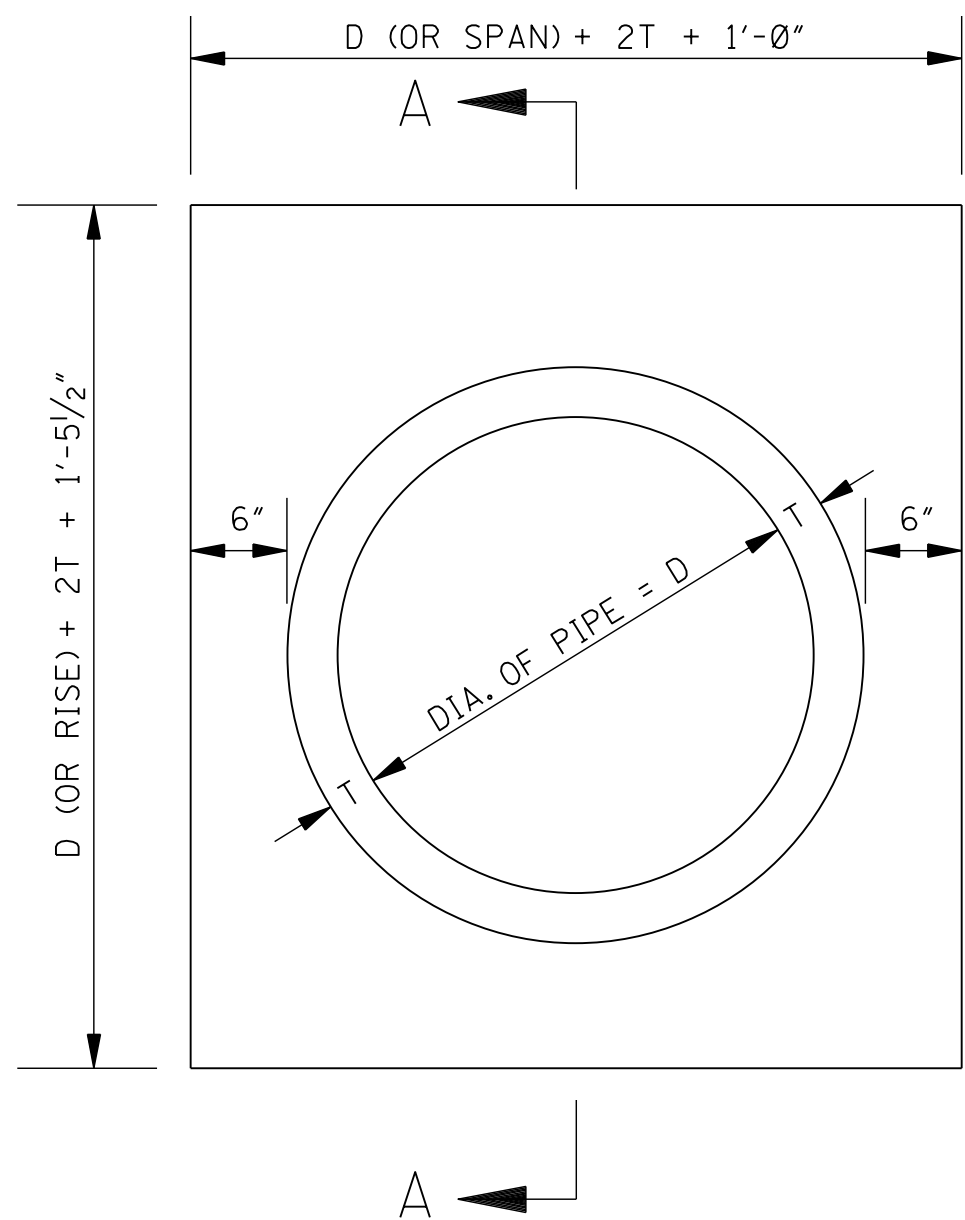


- GENERAL NOTES:
- TRAVERSE CONTRACTION JOINTS ARE REQUIRED AT 20' ON CENTER FOR ALL CONCRETE DRIVEWAYS THAT EXTEND PAST THE END OF THE CURB RETURN. A 1/2" WIDE EXPANSION JOINT IS REQUIRED AT THE END OF THE CURB RETURN AND AT 60' ON CENTER THROUGHOUT THE LENGTH OF THE DRIVEWAY. A LONGITUDINAL CONTRACTION JOINT IS REQUIRED FOR ALL DRIVEWAYS EXCEEDING 20' IN WIDTH.
 - SEE WK. NOS. CR-1, CR-2, CR-3 & CR-4 FOR DETAILS OF CURB-CUT RAMPS.
 - MAXIMUM 2% CROSS-SLOPE ON SIDEWALKS.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	DRIVEWAYS, CURB & GUTTER, & SIDEWALK
				DATE	ISSUE DATE: AUGUST 01, 2017
					WORKING NUMBER SD-1
					SHEET NUMBER 6419

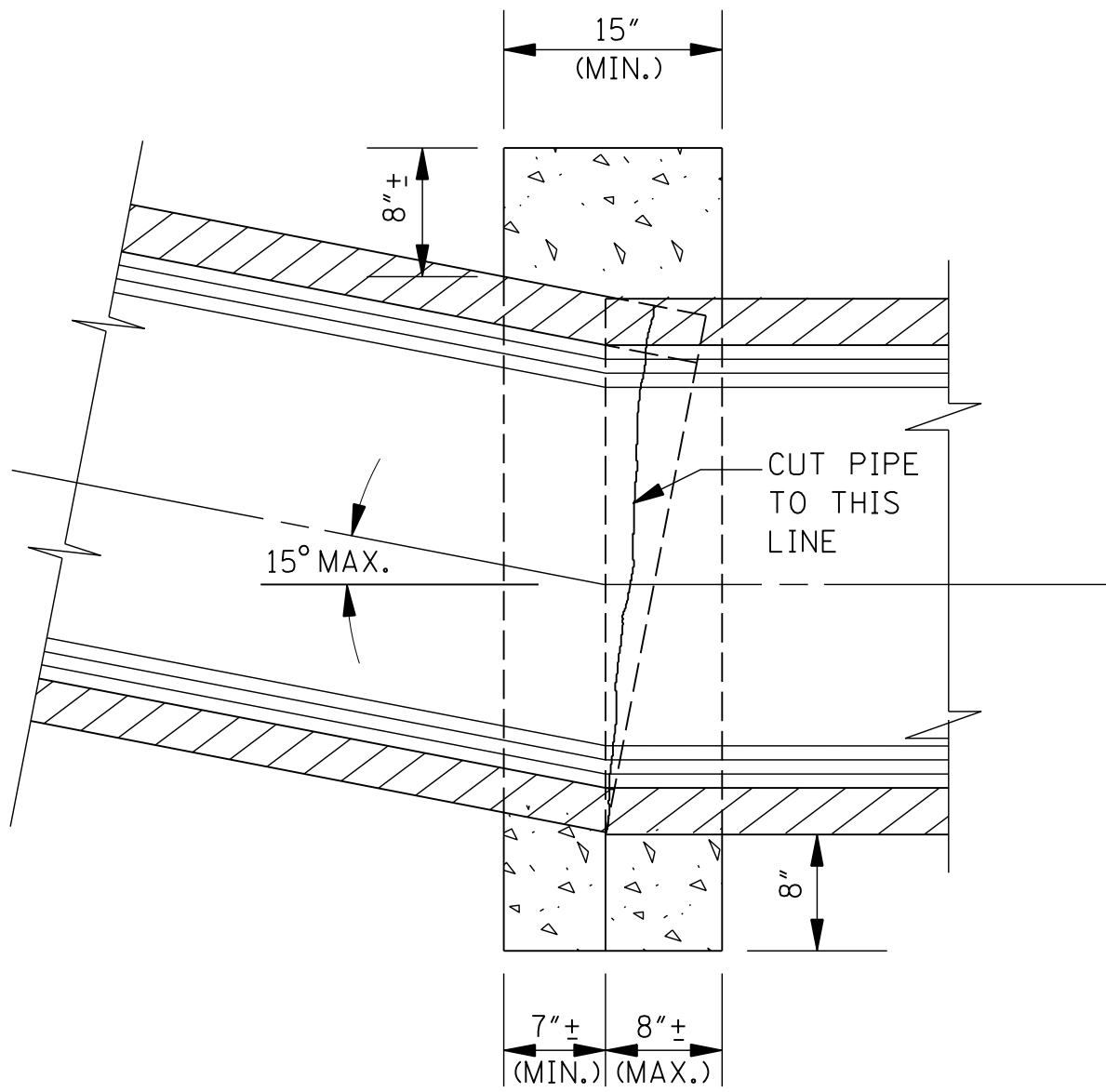


TYPICAL INSTALLATION FOR PIPE CULVERT WITH BROKEN FLOW LINE



ELEVATION OF CONCRETE COLLAR

NOTE: CIRCULAR PIPE IS SHOWN, ARCH PIPE IS SIMILAR.



SECTION A-A

GENERAL NOTES:

1. THE MAXIMUM BEND ANGLE IS 15 DEGREES.
2. THE FOLLOWING QUANTITIES SHALL BE THE BASIS FOR PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE:

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		
15"	0.260	18 x 11	0.280
18"	0.320	22 x 13	0.310
24"	0.410	29 x 18	0.410
30"	0.510	36 x 23	0.490
36"	0.620	44 x 27	0.600
42"	0.730	51 x 31	0.690
48"	0.850	58 x 36	0.820
54"	0.980	65 x 40	0.920
60"	1.110	73 x 45	1.070
66"	1.248	88 x 54	1.366
72"	1.393		

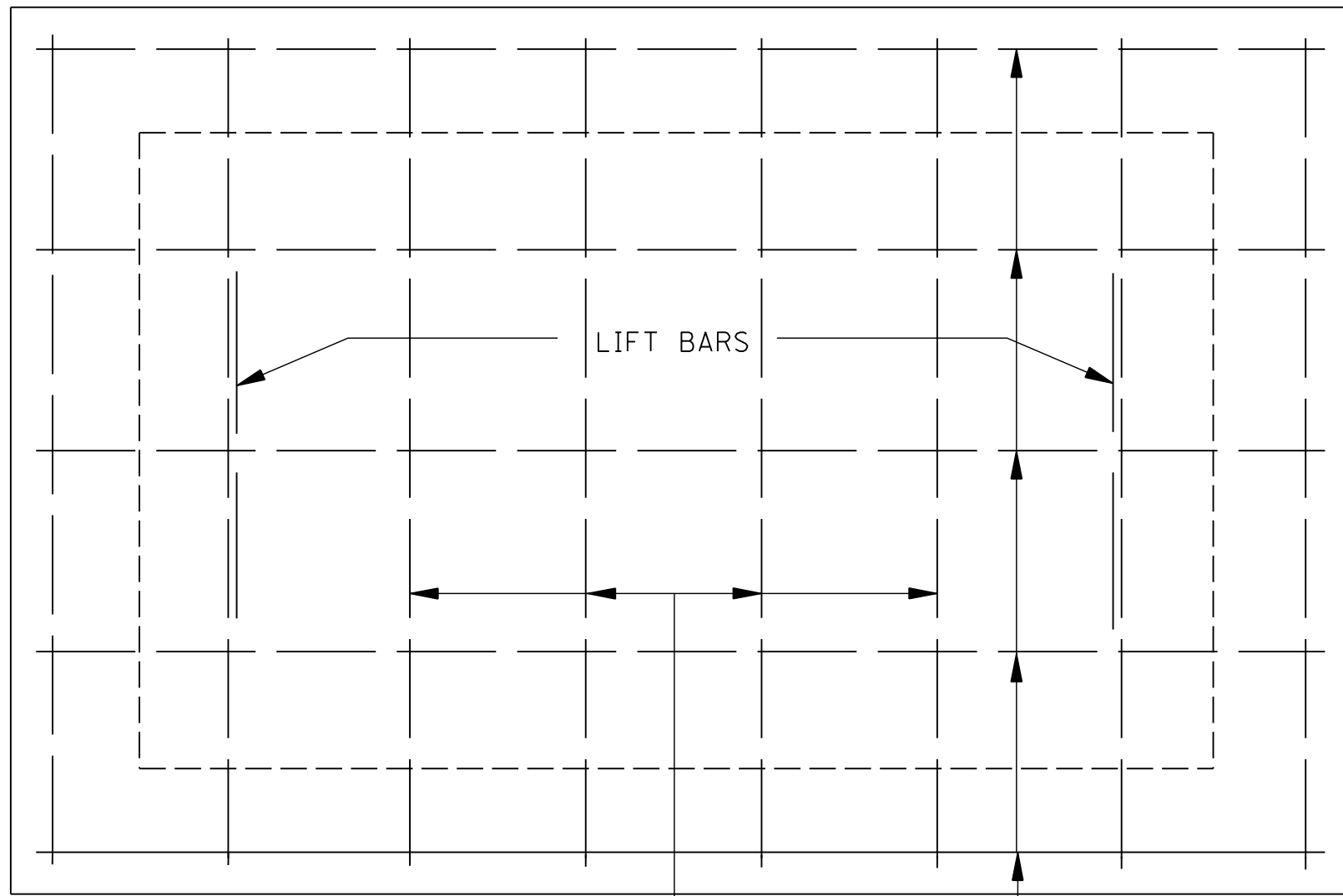
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	
					ISSUE DATE: AUGUST 01, 2017

CONCRETE PIPE COLLAR

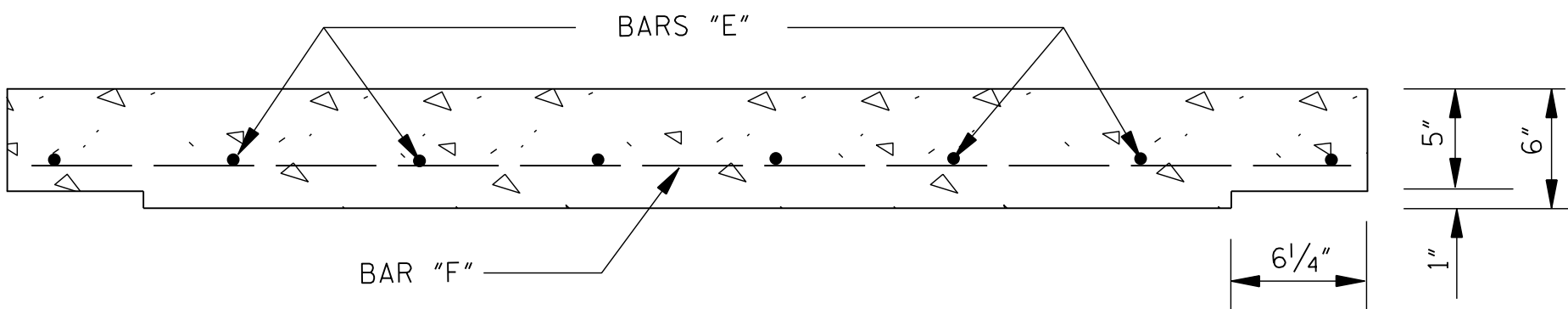


WORKING NUMBER
PC-1

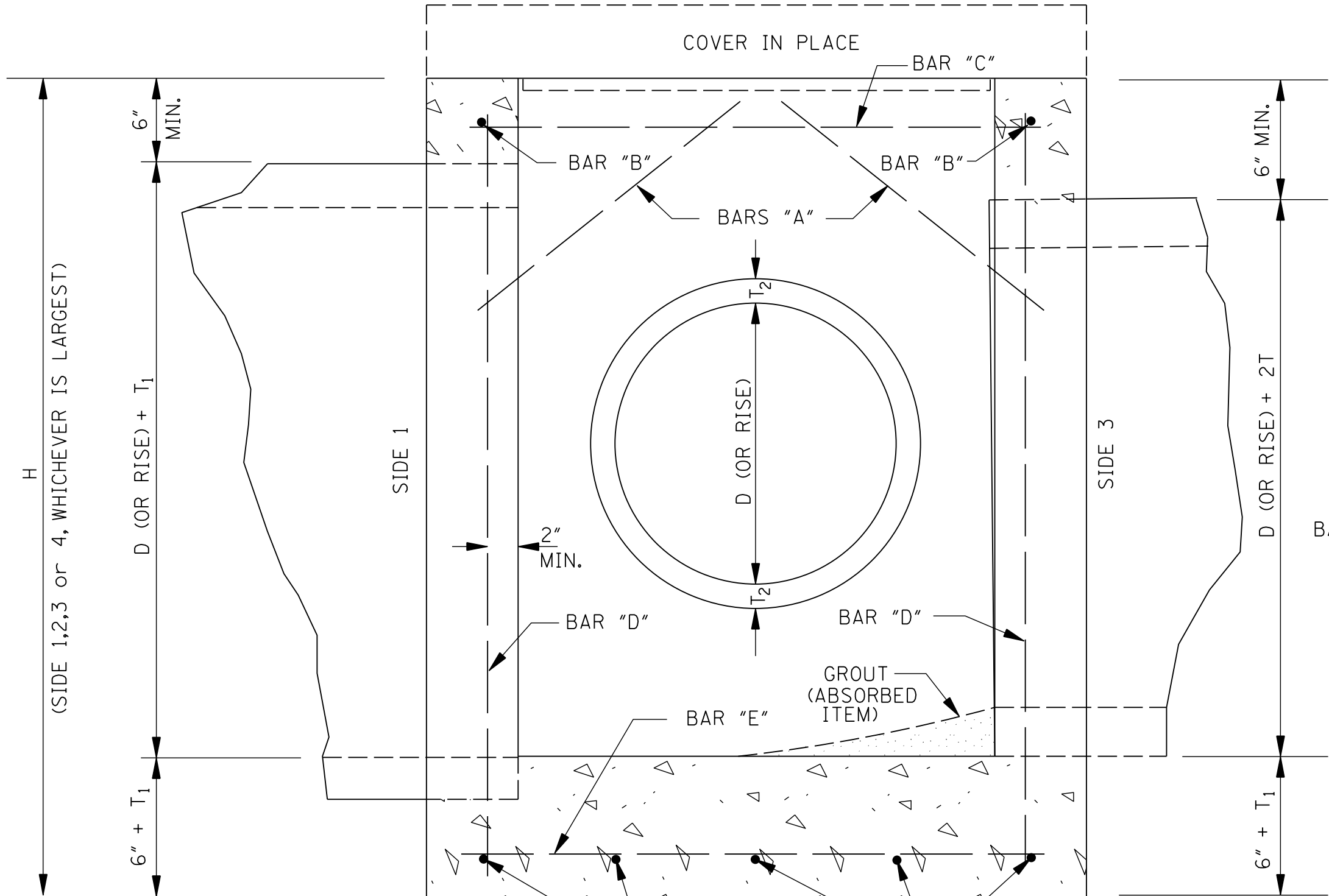
SHEET NUMBER
6503



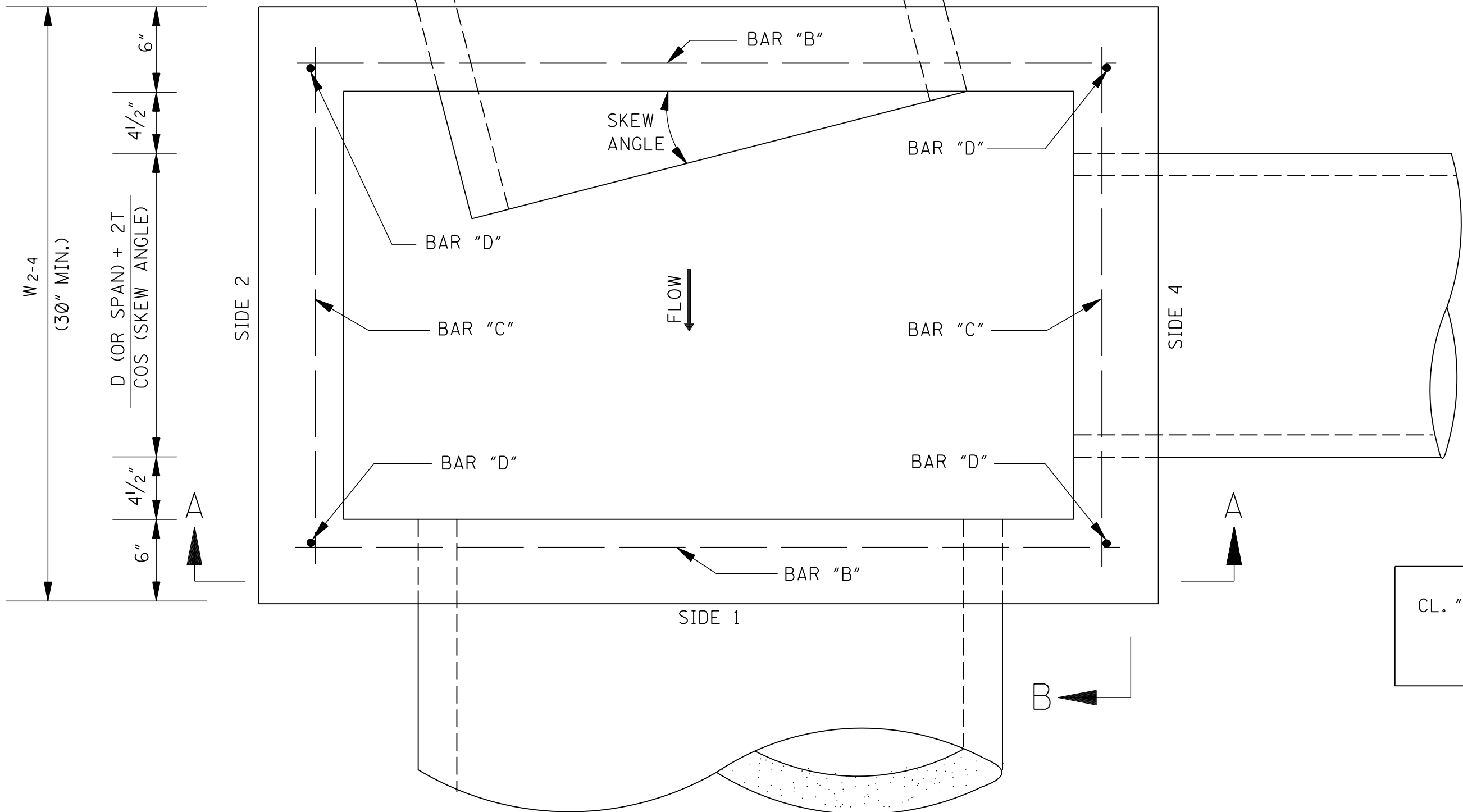
PLAN OF COVER



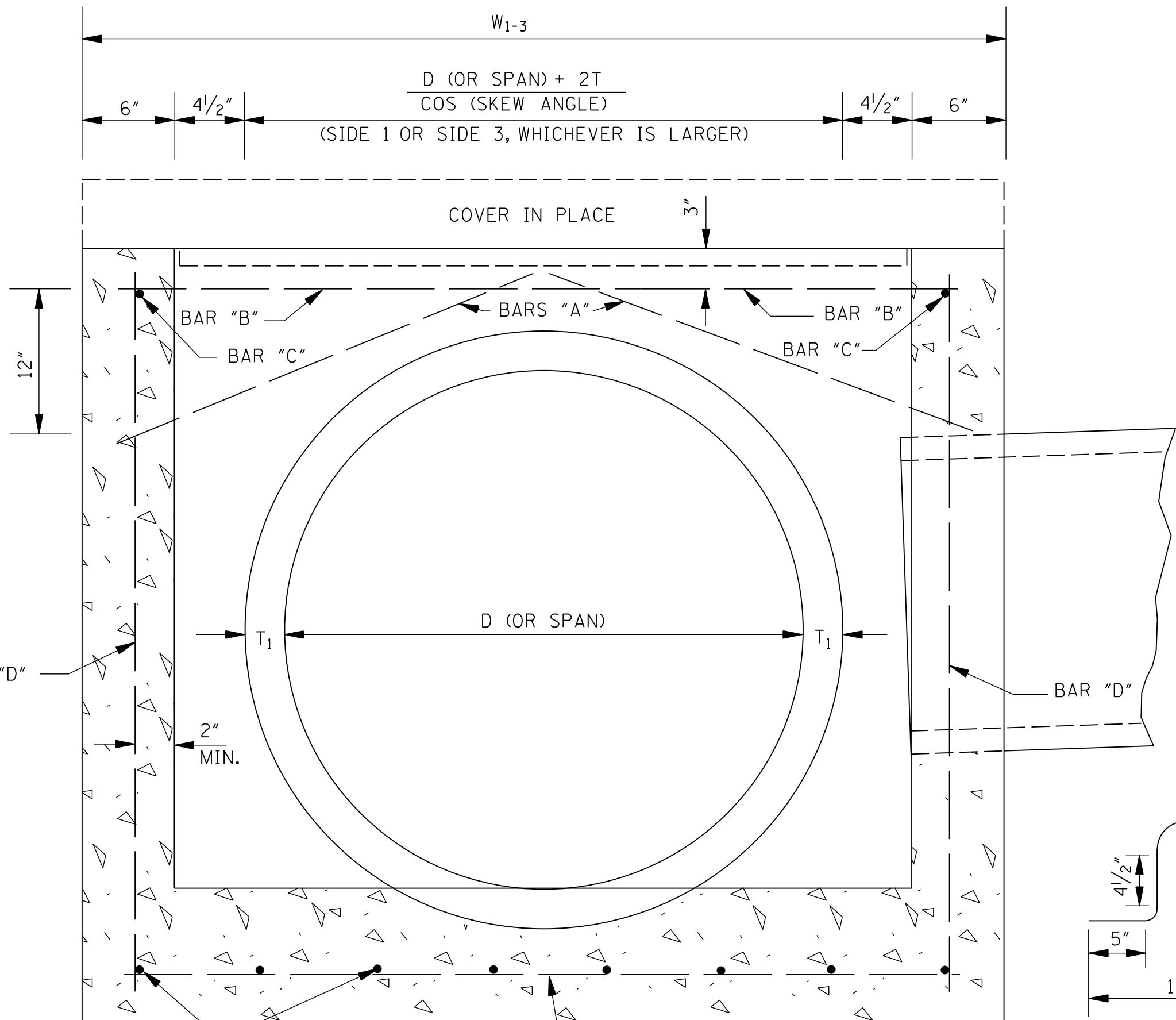
ELEVATION OF COVER



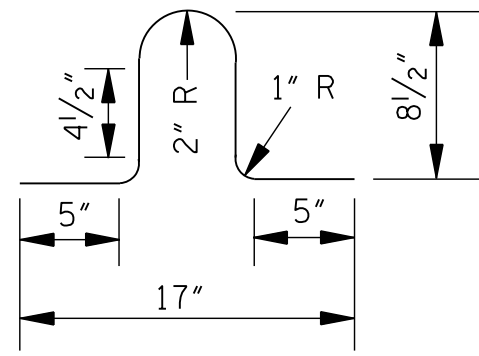
SECTION B-B



PLAN



SECTION A-A



LIFT BAR

NOTE: LIFT BAR TO BE FABRICATED FROM A #4 BAR 30" LONG. TWO LIFT BARS ARE REQUIRED. REINFORCING STEEL FOR 2 LIFT BARS = 3.3 lbs.

REINFORCING BAR LIST			
BAR	SIZE	NUMBER REQUIRED	LENGTH
A	#4	2 PER PIPE OPENING	$\sqrt{196^2 + \left(\frac{W^*}{2} + 2^*\right)^2}$
B	#4	2	$W_{1-3} - 6^*$
C	#4	2	$W_{2-4} - 6^*$
D	#4	4	$H - 6^*$
E	#4	$2 \left[\left(\frac{W_{1-3}}{9^*} \right)^{**} + 1 \right]$	$W_{2-4} - 4^*$
F	#4	$2 \left[\left(\frac{W_{2-4}}{9^*} \right)^{**} + 1 \right]$	$W_{1-3} - 4^*$

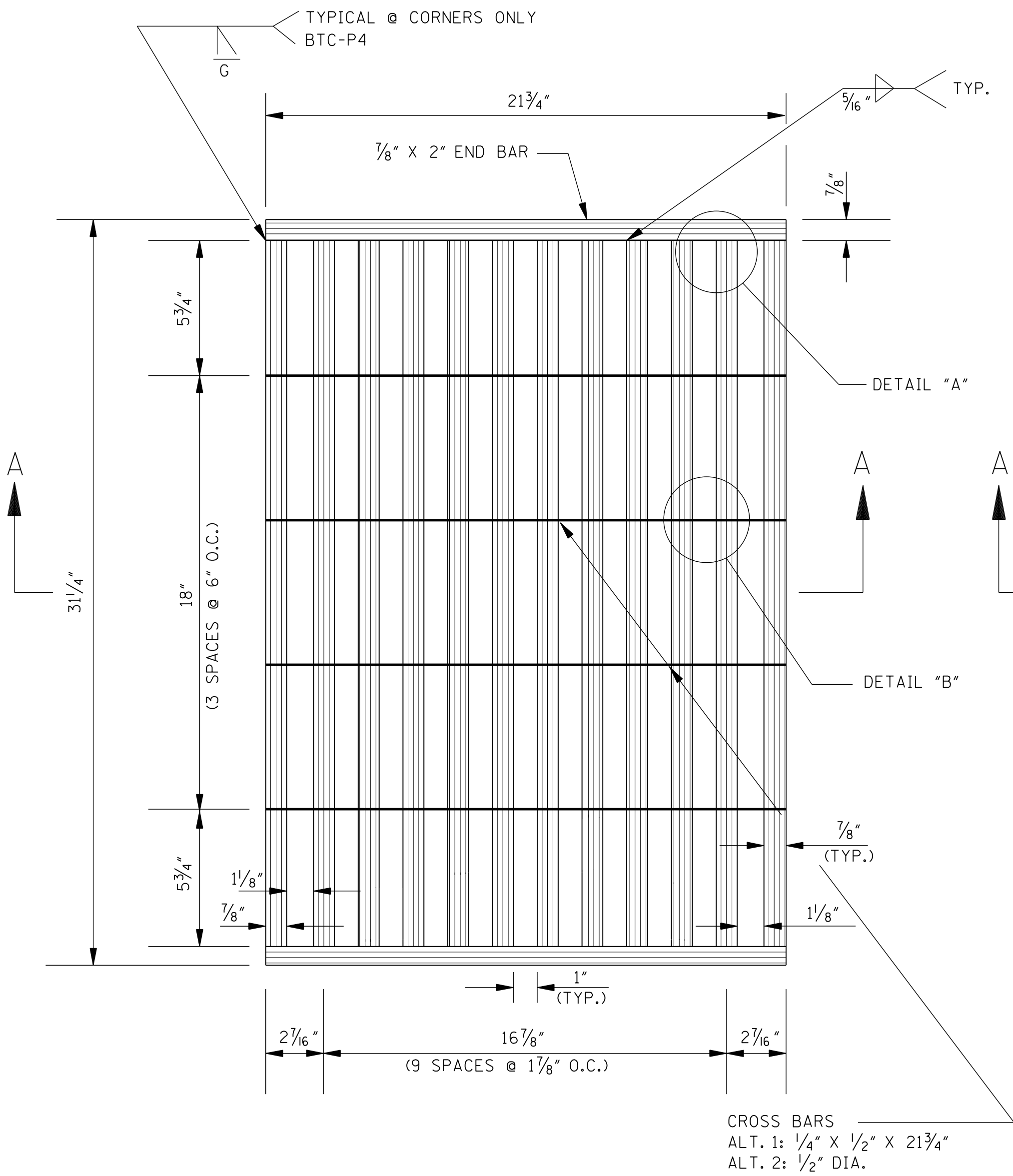
NOTE: VARIABLES AND DESIGNATIONS ARE AS FOLLOWS:
D (OR SPAN) = PIPE DIAMETER (OR SPAN)
W₁₋₃ = WIDTH OF SIDE 1 & SIDE 3
W₂₋₄ = WIDTH OF SIDE 2 & SIDE 4
W* = W₁₋₃ OR W₂₋₄ (SIDE OF ENTERING PIPE)
** = ROUND TO NEAREST WHOLE NUMBER

CL. "B" CONC. (yd³) = [(Q1 + Q2) / 46,656] - Σ PIPE OPENING DEDUCTIONS
WHERE: Q1 = [5"W₁₋₃W₂₋₄] + [1"(W₁₋₃ - 12.5"W₂₋₄ - 12.5") + [(T₁ + 6")W₁₋₃W₂₋₄]
Q2 = 12"[H - (T₁ + 6")][(W₁₋₃ - 12") + W₂₋₄]

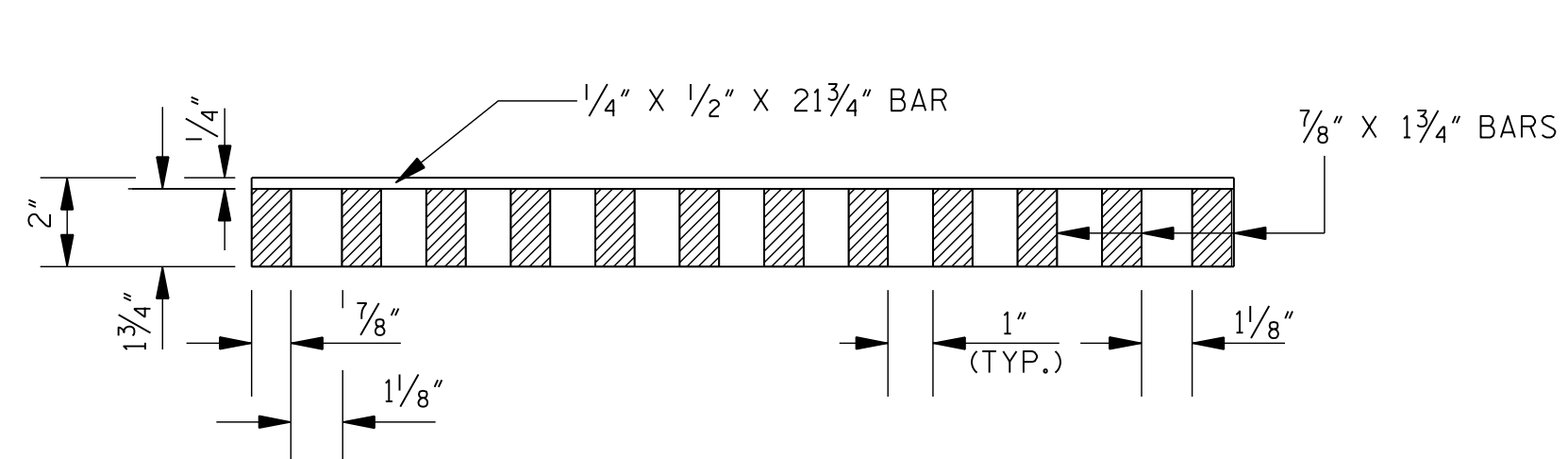
CIRCULAR PIPE			ARCH PIPE		
PIPE SIZE	T	PIPE OPENING DEDUCTION (yd ³)	PIPE SIZE	T	PIPE OPENING DEDUCTION (yd ³)
18"	2 1/2"	0.053	22" x 13"	2 1/2"	0.053
24"	3"	0.091	29" x 18"	3"	0.087
30"	3 1/2"	0.138	36" x 23"	3 1/2"	0.129
36"	4"	0.196	44" x 27"	4"	0.185
42"	4 1/2"	0.263	51" x 31"	4 1/2"	0.245
48"	5"	0.340	58" x 36"	5"	0.318
54"	5 1/2"	0.427	65" x 40"	5 1/2"	0.394
60"	6"	0.524	73" x 45"	6"	0.489
66"	6 1/2"	0.630			
72"	7"	0.747			

- GENERAL NOTES:
- REINFORCING STEEL QUANTITIES TO BE COMPUTED FROM BAR LIST AND SHOWN ELSEWHERE ON THE PLANS.
 - QUANTITIES FOR JUNCTION BOXES SHOWN ON THE PLANS WILL BE THE BASIS FOR PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE.
 - CONCRETE SHALL BE CLASS "B" AND REINFORCING STEEL SHALL BE DEFORMED BARS.
 - SIDE 1 OF THE JUNCTION BOX WILL ALWAYS BE THE OUTFLOW SIDE.
 - IF PIPES ARE SKEWED MORE THAN 15° OR IF SKEWED PIPES PRODUCE CONFLICTS WITH ANOTHER OPENING, THE PIPE SHALL BE BROKEN BACK TO THE WALL OF THE JUNCTION BOX.

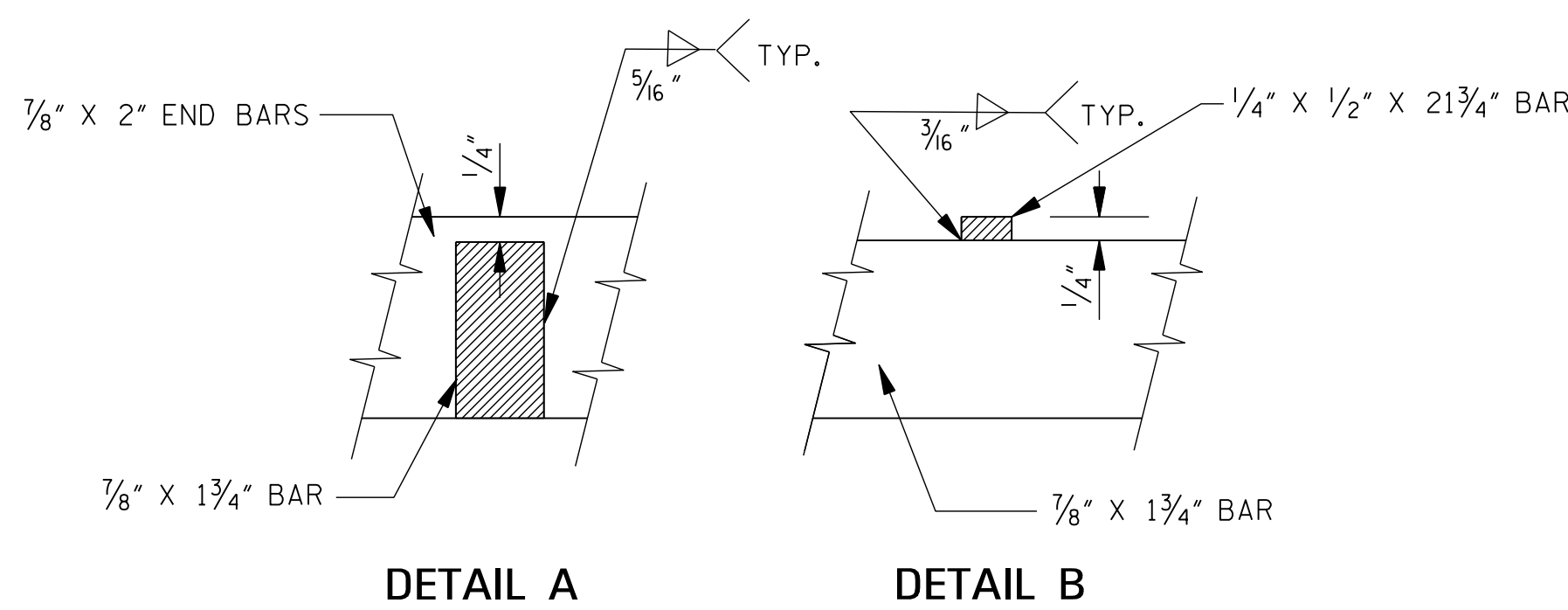
GRATE NO. 1 – ALTERNATE #1



PLAN



SECTION A-A

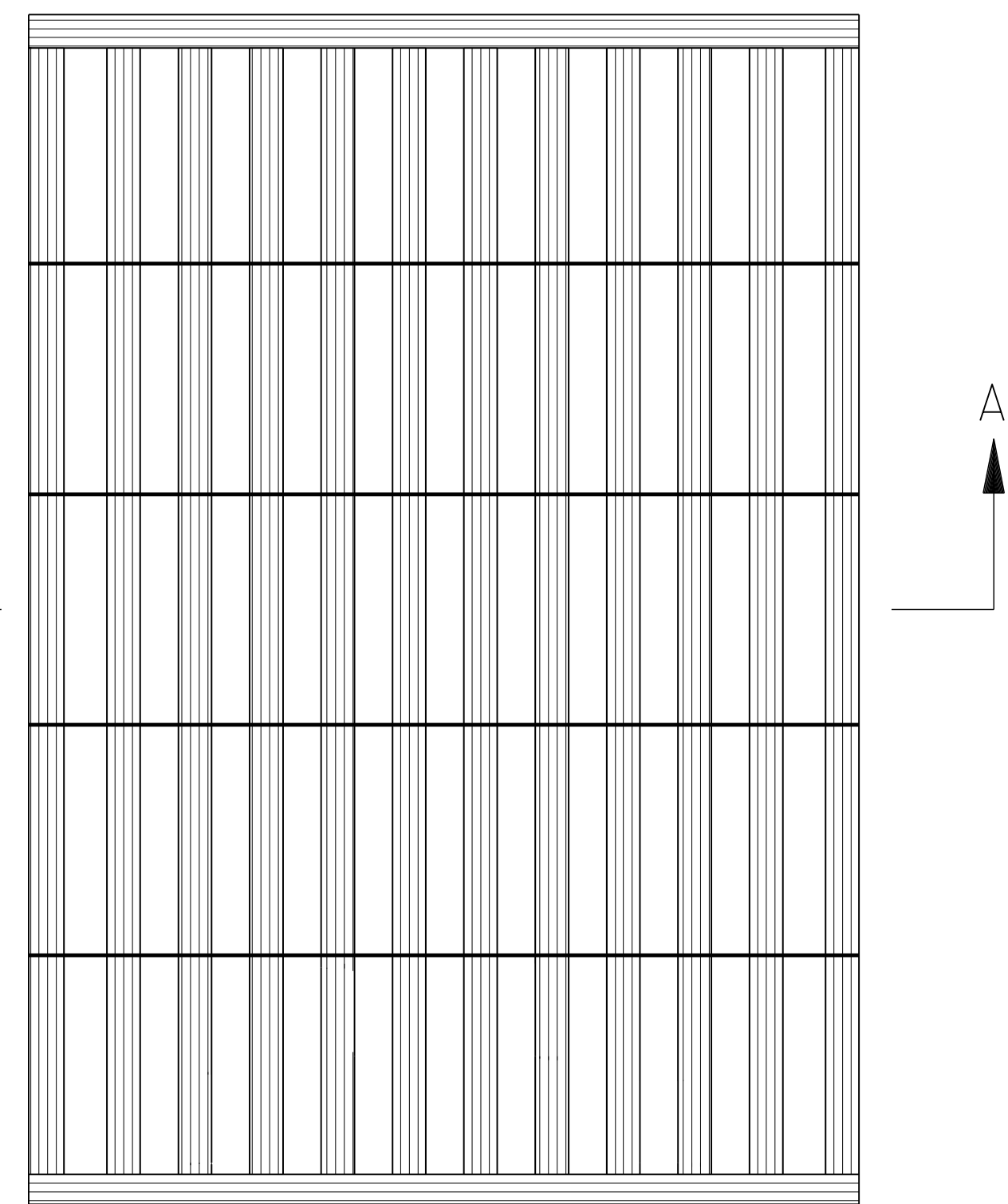


DETAIL A

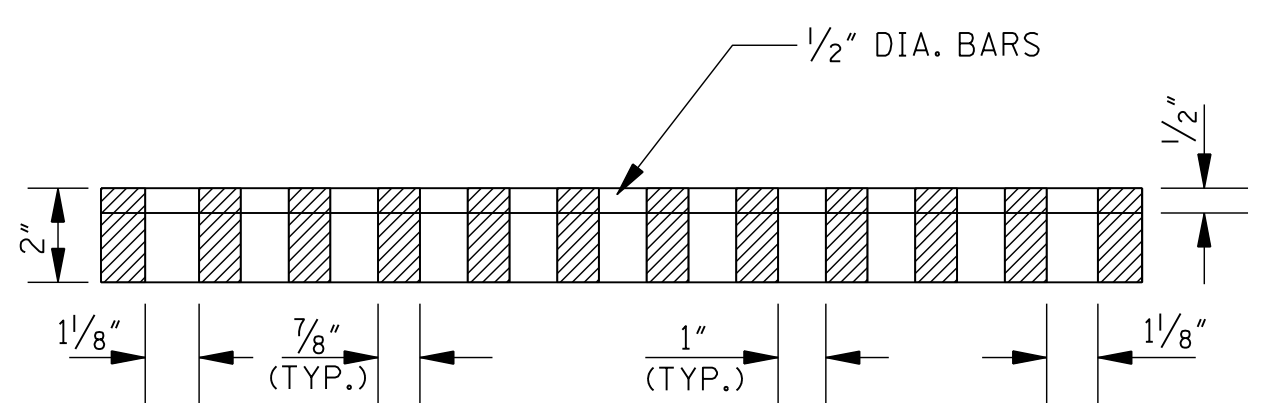
DETAIL B

GRATE NO. 1 – ALTERNATE #2

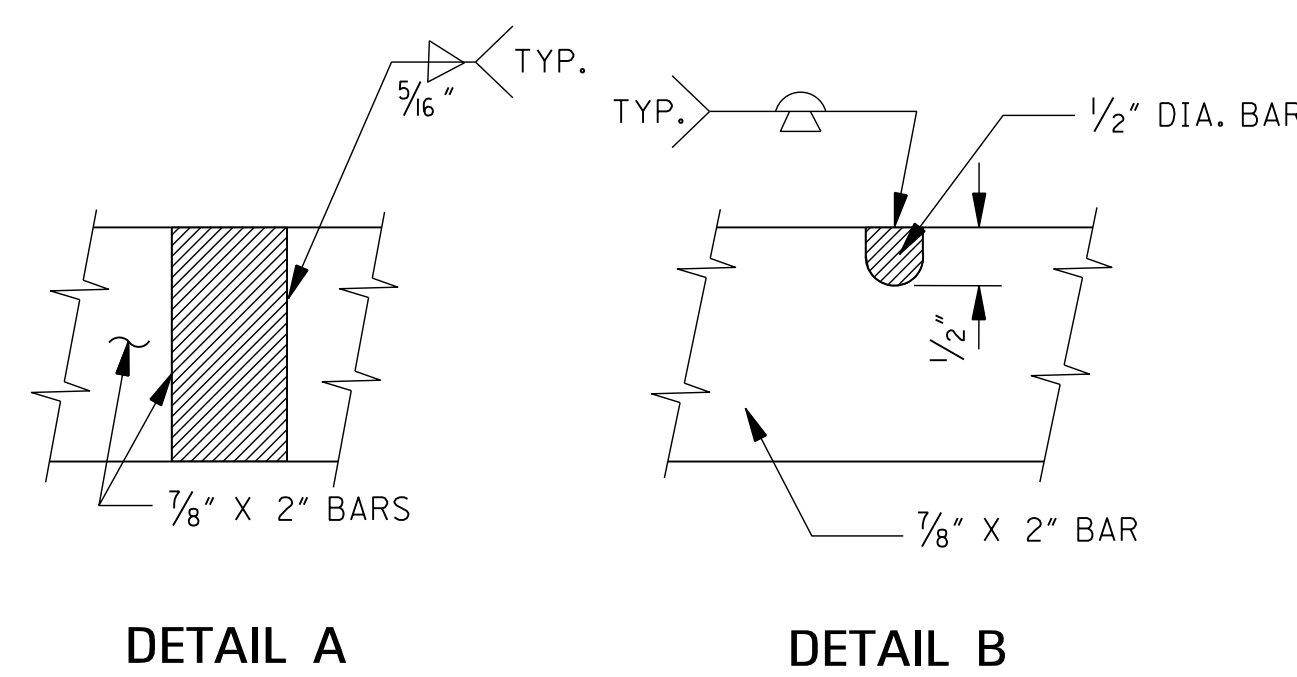
NOTE: PLAN DIMENSIONS FOR ALTERNATE #2 ARE IDENTICAL TO THAT OF ALTERNATE #1 AS SHOWN ON THE FIGURE AT LEFT.



PLAN



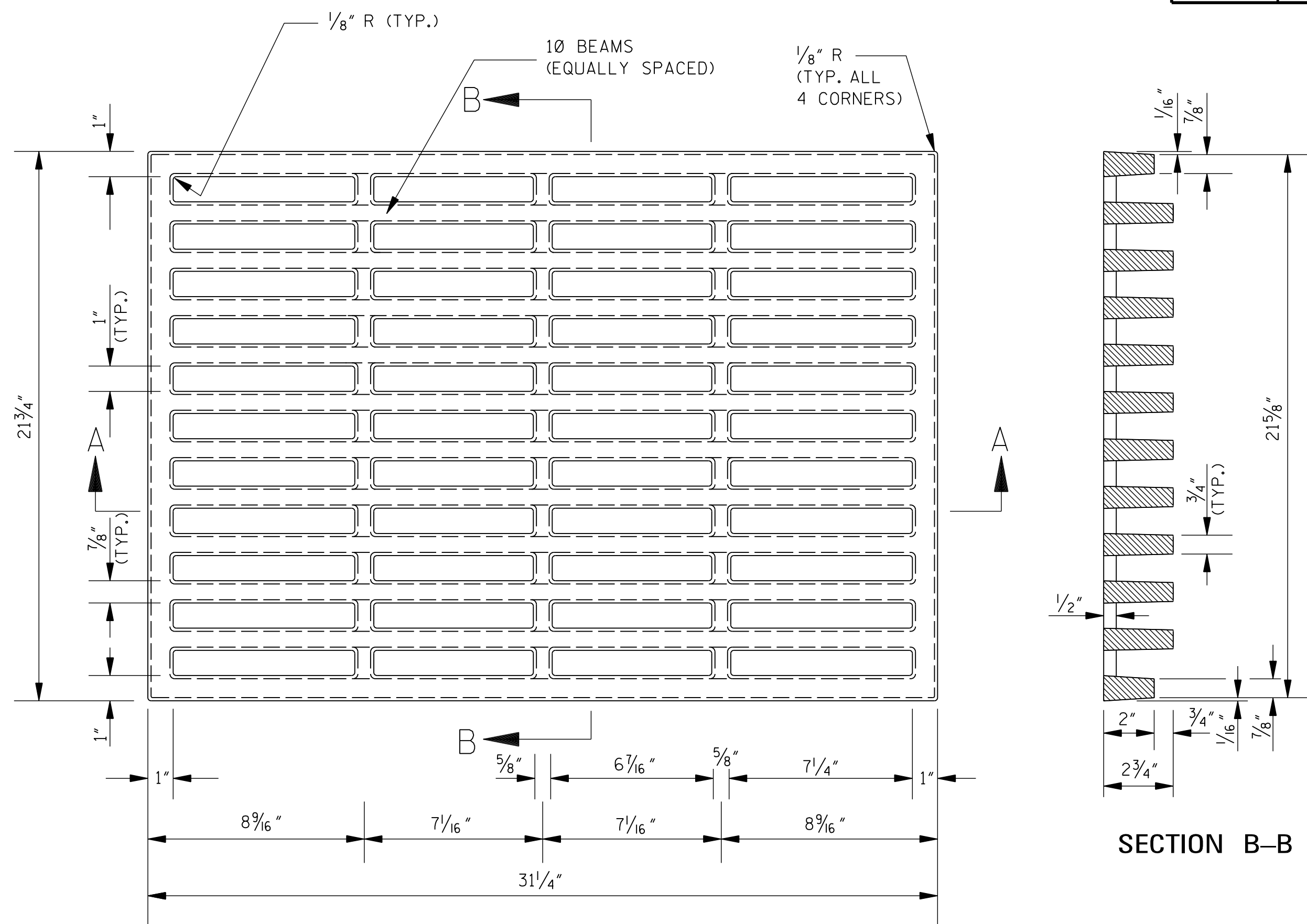
SECTION A-A



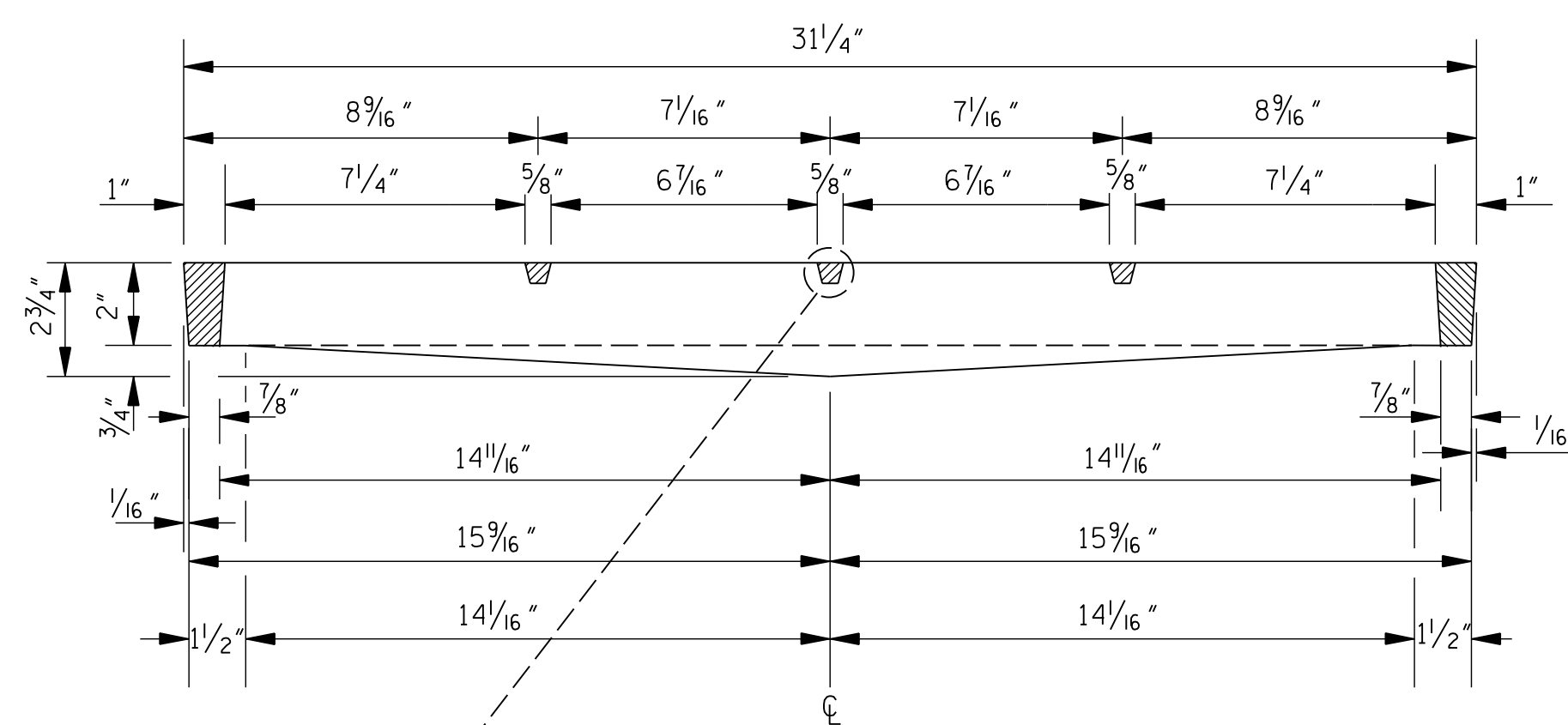
DETAIL A

DETAIL B

GRATE NO. 2



PLAN



SECTION A-A

GENERAL NOTES:

1. BASIS OF PAYMENT WILL BE 200 lbs OF GRATING FOR EITHER GRATE.
2. GRATE NO. 1
THE GRATE SHALL BE WELDED STEEL (ASTM A 588).
3. GRATE NO. 2
THE GRATE SHALL BE DUCTILE IRON (ASTM A 536, GRADE 80-55-06).

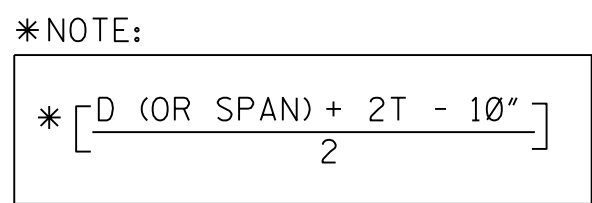
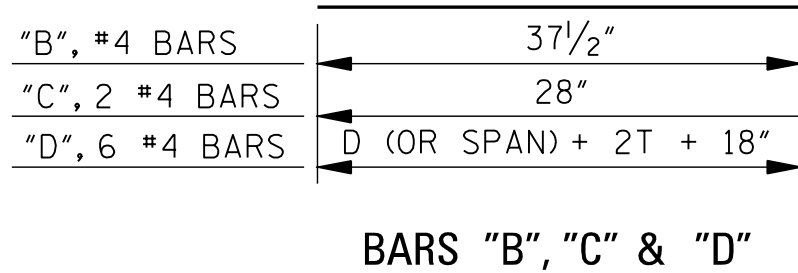
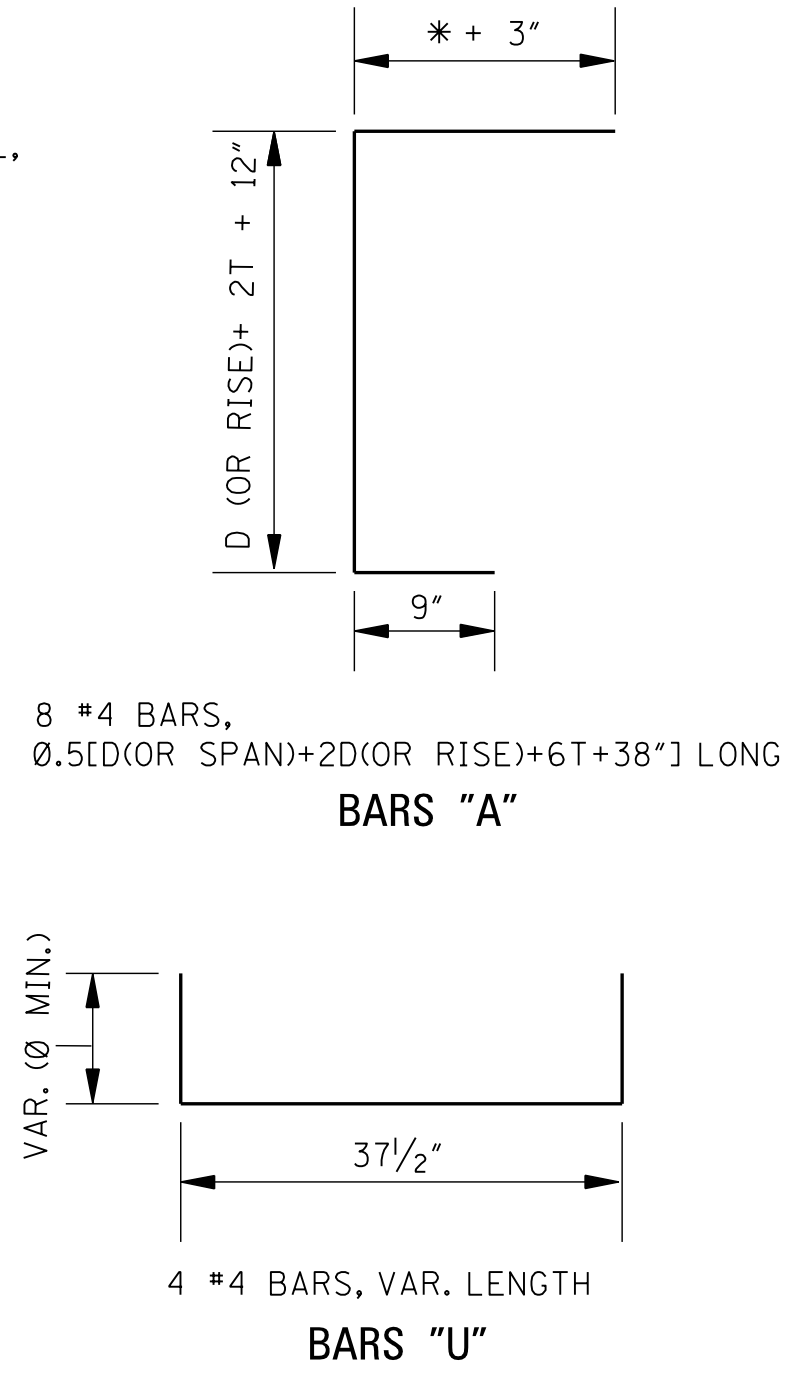
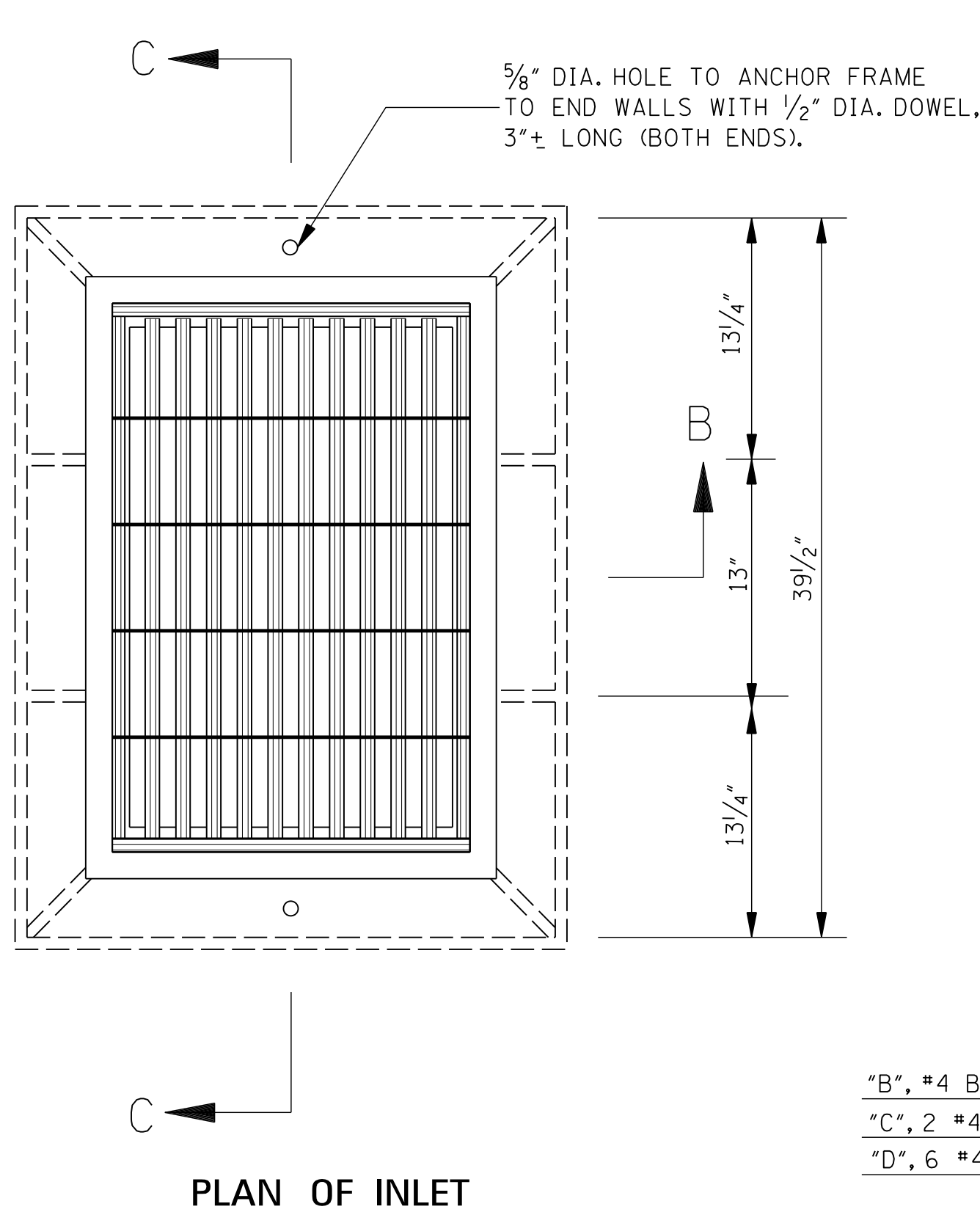
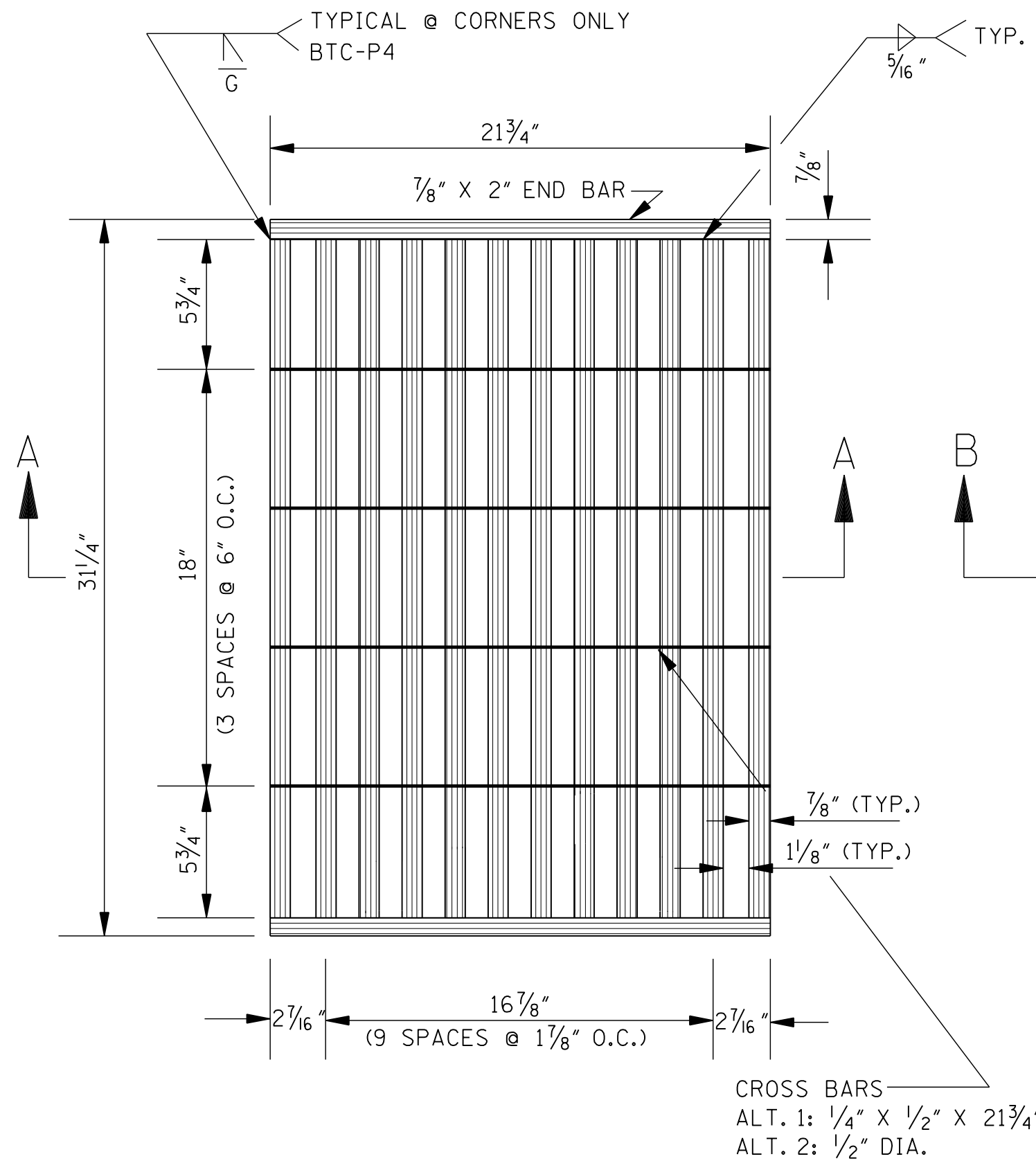
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	ISSUE DATE: AUGUST 01, 2017

**DETAILS OF GRATES
FOR GUTTER INLETS**

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WORKING NUMBER
IG-2

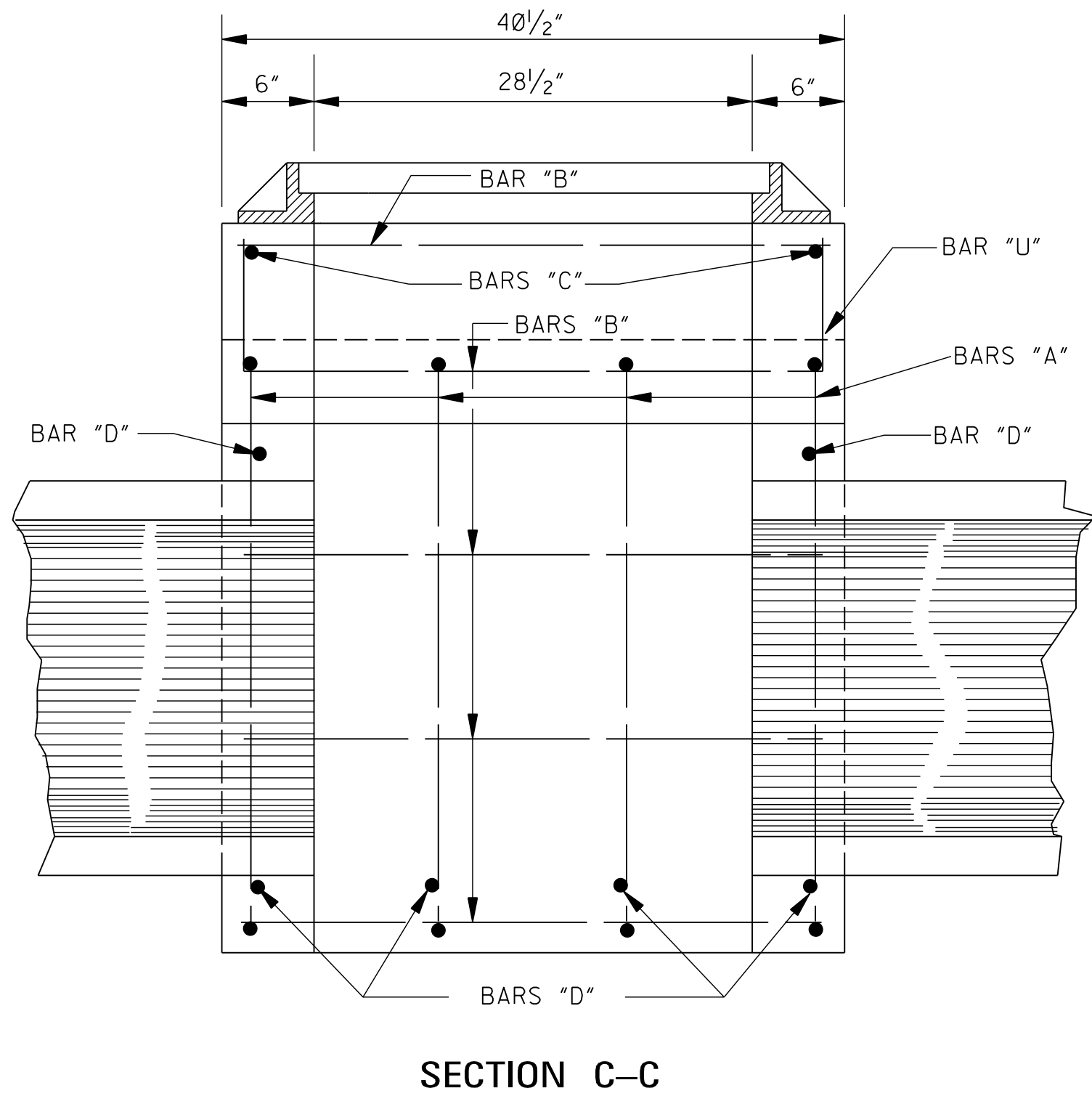
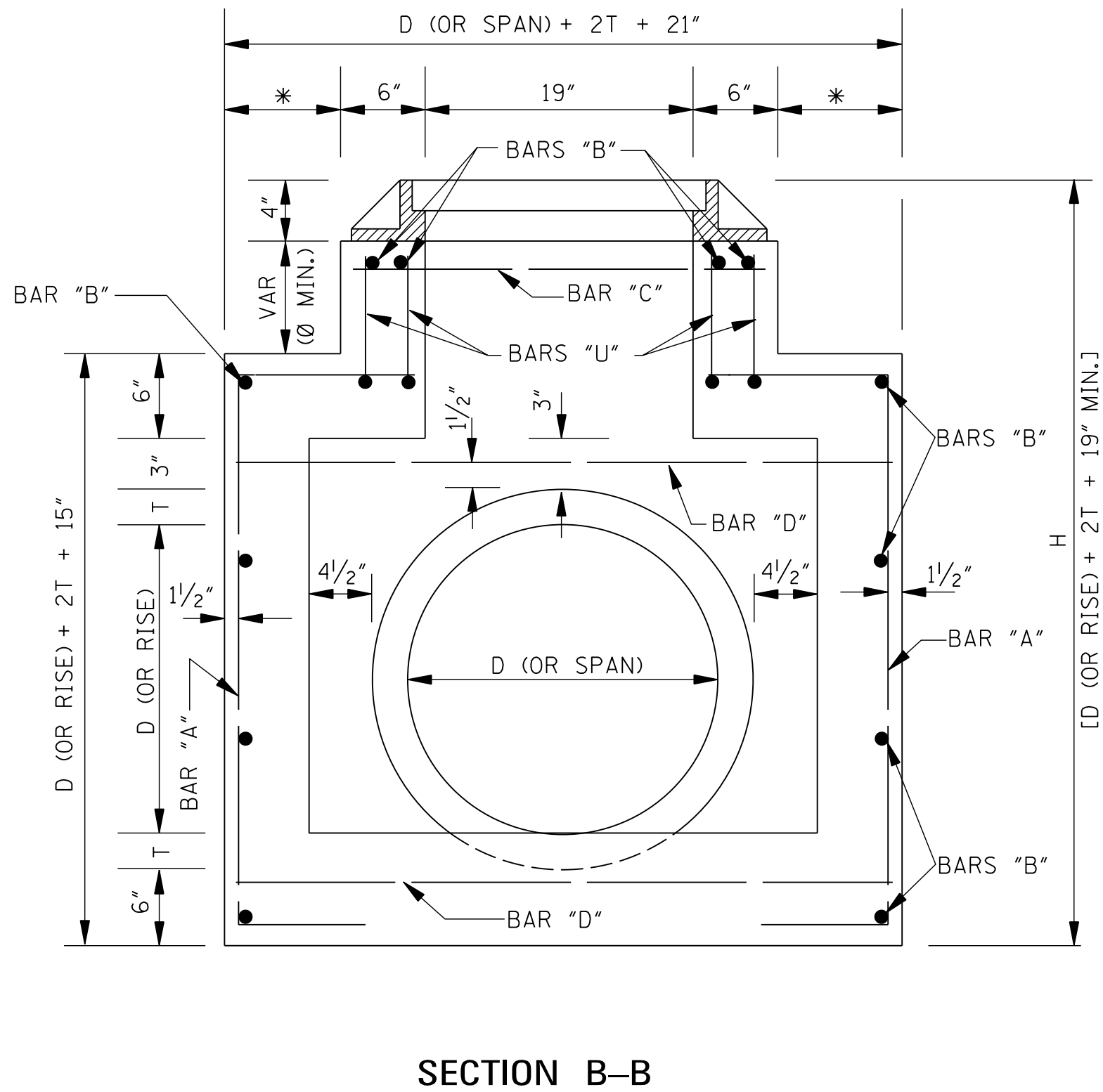
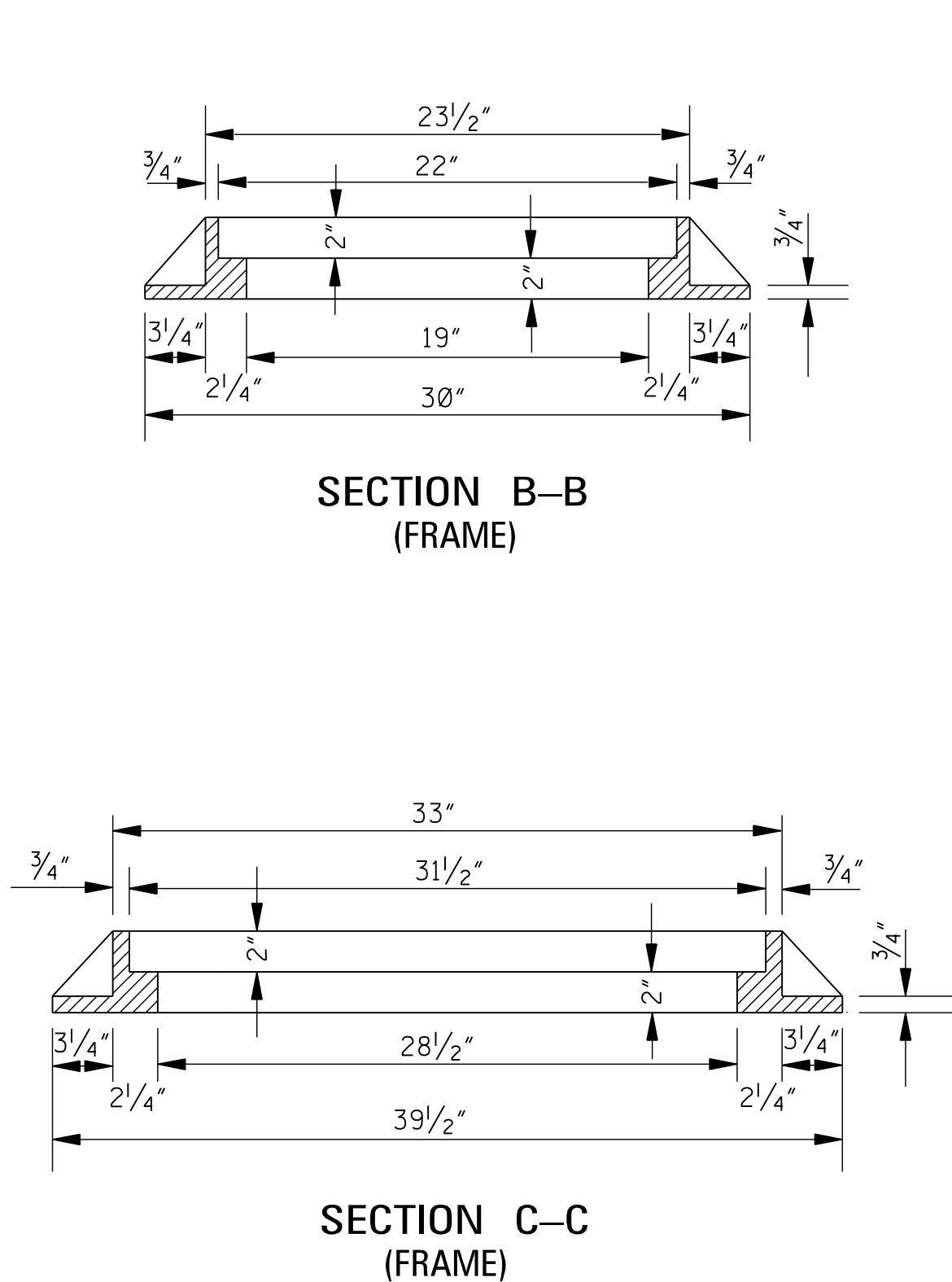
SHEET NUMBER
6517



QUANTITIES															
PIPE SIZE	MIN. DEPTH TO F.L.	MIN. DEPTH INLET		PIPE OPENING DEDUCTION (yd ³)	T	BARS/SIZES									
		CONC. (yd ³)	STEEL (lbs)			"A"	#4	"B"	#4	"C"	#4	"D"	#4	"U"	#4
						NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.					
18"	2.792'	0.869	76	0.053	2½"	8 @ 4'-5½"	12 @ 3'- 1½"	2 @ 2'-4"	6 @ 3'-5"	4 @ 3'-9½"					
24"	3.334'	1.117	87	0.091	3"	8 @ 5'-4"	14 @ 3'- 1½"	2 @ 2'-4"	6 @ 4'-0"	4 @ 3'-9½"					
30"	3.875'	1.385	94	0.138	3½"	8 @ 6'-2½"	14 @ 3'- 1½"	2 @ 2'-4"	6 @ 4'-7"	4 @ 3'-9½"					
36"	4.417'	1.671	105	0.196	4"	8 @ 7'-1"	16 @ 3'- 1½"	2 @ 2'-4"	6 @ 5'-2"	4 @ 3'-9½"					
42"	4.959'	1.978	116	0.263	4½"	8 @ 7'-11½"	18 @ 3'- 1½"	2 @ 2'-4"	6 @ 5'-9"	4 @ 3'-9½"					
48"	5.500'	2.305	123	0.340	5"	8 @ 8'-10"	18 @ 3'- 1½"	2 @ 2'-4"	6 @ 6'-4"	4 @ 3'-9½"					
54"	6.042'	2.650	135	0.427	5½"	8 @ 9'-8½"	20 @ 3'- 1½"	2 @ 2'-4"	6 @ 6'-11"	4 @ 3'-9½"					
60"	6.583'	3.016	146	0.524	6"	8 @ 10'-7"	22 @ 3'- 1½"	2 @ 2'-4"	6 @ 7'-6"	4 @ 3'-9½"					
66"	7.125'	3.402	153	0.630	6½"	8 @ 11'-5½"	22 @ 3'- 1½"	2 @ 2'-4"	6 @ 8'-1"	4 @ 3'-9½"					
72"	7.667'	3.806	164	0.747	7"	8 @ 12'-4"	24 @ 3'- 1½"	2 @ 2'-4"	6 @ 8'-8"	4 @ 3'-9½"					
22" X 13"	2.417'	0.855	76	0.053	2½"	8 @ 4'-3"	12 @ 3'- 1½"	2 @ 2'-4"	6 @ 3'-9"	4 @ 3'-9½"					
29" X 18"	2.833'	1.085	83	0.087	3"	8 @ 5'-0¼"	12 @ 3'- 1½"	2 @ 2'-4"	6 @ 4'-4½"	4 @ 3'-9½"					
36" X 23"	3.250'	1.358	94	0.129	3½"	8 @ 5'-10"	14 @ 3'- 1½"	2 @ 2'-4"	6 @ 5'-1"	4 @ 3'-9½"					
44" X 27"	3.635'	1.631	101	0.185	4"	8 @ 6'-7½"	14 @ 3'- 1½"	2 @ 2'-4"	6 @ 5'-10"	4 @ 3'-9½"					
51" X 31"	4.068'	1.942	113	0.245	4½"	8 @ 7'-5½"	16 @ 3'- 1½"	2 @ 2'-4"	6 @ 6'-6"	4 @ 3'-9½"					
58" X 36"	4.500'	2.269	120	0.318	5"	8 @ 8'-3"	16 @ 3'- 1½"	2 @ 2'-4"	6 @ 7'-2½"	4 @ 3'-9½"					
65" X 40"	4.875'	2.575	130	0.394	5½"	8 @ 9'-0"	18 @ 3'- 1½"	2 @ 2'-4"	6 @ 7'-10"	4 @ 3'-9½"					
73" X 45"	5.333'	2.966	139	0.489	6"	8 @ 9'-10½"	18 @ 3'- 1½"	2 @ 2'-4"	6 @ 8'-7"	4 @ 3'-9½"					
88" X 54"	6.167'	3.765	156	0.688	7"	8 @ 11'-6"	20 @ 3'- 1½"	2 @ 2'-4"	6 @ 10'-0"	4 @ 3'-9½"					

- NOTES:
- ONE (1) PIPE OPENING HAS BEEN DEDUCTED FROM THE STRUCTURE.
 - FOR EACH ADDITIONAL FOOT OF INLET HEIGHT, ADD 0.184 yd³ CLASS "B" CONCRETE AND 17 lbs REINFORCING STEEL.
 - 4 BARS "B" AND 2 BARS "C" REQUIRED PER EACH ADDITIONAL FOOT OF INLET HEIGHT.
 - WEIGHT OF FRAME CASTING = 244 lbs.
WEIGHT OF GRATE = SEE SHEET IG-2.

- GENERAL NOTES:
- QUANTITIES SHOWN WILL BE THE BASIS OF PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE.
 - CONCRETE SHALL BE CLASS "B" CONCRETE AND REINFORCING STEEL SHALL BE DEFORMED BARS.
 - THE CONTRACTOR HAS THE OPTION TO PROVIDE GRATE NO. 1 OR GRATE NO. 2 AS SHOWN ON SHEET IG-2.
 - FRAME TO BE GRAY IRON CASTING, (AASHTO M 105, CLASS 30).



				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	ISSUE DATE: AUGUST 01, 2017

**STORM SEWER INLET
TYPE SS-3**

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WORKING NUMBER
SS-3

SHEET NUMBER
6525

*SPECIAL PROVISIONS, PROPOSAL AND CONTRACT DOCUMENTS
FOR*

THE CONSTRUCTION

FEDERAL AID PROJECT NUMBER

STP 0210-00(037) LPA/108081-701000

***HARDY STREET ROUNDABOUT PROJECT
AT 2ND AVENUE/GREEN STREET/ADELINE STREET***

FOR THE

**CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY**



2020

PREPARED BY



**BIDDER CHECK LIST
(FOR INFORMATION ONLY)**

- _____ All unit prices and item totals have been entered in accordance with Subsection 102.06 of the Mississippi Standard Specifications for Road and Bridge Construction.
- _____ First sheet of SECTION 905--PROPOSAL has been completed.
- _____ Second sheet of SECTION 905--PROPOSAL has been completed and signed.
- _____ Addenda, if any, have been acknowledged. Second sheet of Section 905 listing the addendum number has been substituted for the original second sheet of Section 905. Substituted second sheet of Section 905 has been properly completed, signed, and added to the proposal.
- _____ DBE/WBE percentage, when required by contract, has been entered on last sheet of the bid sheets of SECTION 905--PROPOSAL.
- _____ Form OCR-485-LPA has been completed and signed.
- _____ The last sheet of the bid sheets of SECTION 905--PROPOSAL has been signed.
- _____ Equal Opportunity Clause Certification, when included in contract, has been completed and signed.
- _____ The Certification regarding Non-Collusion, Debarment and Suspension, etc. has been executed in duplicate.
- _____ A certified check, cashier's check or bid bond payable to the Local Public Agency in the principle amount of 5% of the bid has been included with project number identified on same. Bid bond has been signed by the bidder and has also been signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent for the Surety with Power of Attorney attached.
- _____ A completed Notice to Bidders regarding DUNS Requirements must be completed prior to award of the contract.

Return the proposal and contract documents in its entirety in a sealed envelope. DO NOT remove any part of the contract documents; exception – an addendum requires substitution of second sheet of Section 905. A stripped proposal is considered as an irregular bid and will be rejected.

Failure to complete any or all of the applicable requirements will be cause for the proposal to be considered irregular.

CONTENTS

PROJECT: HARDY STREET ROUNDABOUT PROJECT
At 2nd Avenue/Green Street/Adeline Street
PROJECT NO. STP-0210-00(037) LPA / 108081-701000
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

Bidder's Checklist

Section 901 - Advertisement for Bids

Section 904 - Notice to Bidders

#1:	Governing Specifications
#1A:	Designating Owner & Engineer
#2:	Status of Right-of-Way with Attachments
#3:	Final Cleanup
#9:	Federal Bridge Formula
#15:	Non-use of Precast Drainage Units
#28:	Fuel and Material Adjustments
#113:	Tack Coat
#445:	Mississippi Agent or Qualified Nonresident Agent
#516:	Errata and Modifications to 2017 Specs
#757:	Additional Erosion Control Requirements
#977:	DUNS Requirement for Federal Funded Projects
#1225:	Early Notice to Proceed
#1546:	Advancement of Materials
#1878:	Storm Water Discharge Associated w/ Construction Activities w/Supplement
#2061:	Reflective Sheeting for Signs
#2172:	App for Storm Water Reports
#2206:	MASH Compliant Devices
#2214:	Disadvantaged Business Enterprise with Supplement
#2273:	Mississippi Special Fuel Tax Law
#2689 LPA:	Asphalt Smoothness Requirement
#4303:	Add Option Bidding
#5865 LPA:	Sampling and Testing of Concrete on Small LPA Projects
#5866 LPA:	Payroll Requirements
#6000 LPA:	Requirements for Traffic Control Personnel
#7001:	Contract Time
#7200:	Specialty Items

Section 906 - County Wage Rates
Supplement to Form FHWA-1273

Section 907 - 907-102-4 LPA: Bidding Requirements and Conditions
907-107-2: Contractor's Erosion Control Plan

907-109-1:	Measurement and Payment
907-608-1:	Asphalt Texturing
907-616-2:	Colored and Imprinted Concrete Median and Island Pavement
907-626-5:	Thermoplastic Markings
907-637-2:	Traffic Signal Conduit and Pull Boxes
907-659-1:	Traffic Management Center (TMC) Modifications
907-663-3:	Networking Equipment
907-672-1:	Remove and Reset Traffic Signal and ITS Equipment
907-701-1:	Hydraulic Cement
907-702-4:	Bituminous Material
907-703-1:	Gradation
907-705-1:	Stone Riprap
907-707-1:	Flexible Plastic Gaskets
907-711-2:	Plain Steel Wire
907-720-2:	Acceptance Procedure for Glass Beads
907-721-1:	Materials for Signing

Construction Progress Schedule

Section 905 - Proposal

- Instructions to Bidders
- Bid Schedule
- Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports
- Affidavit Regarding Non-Collusion, Debarment and Suspension (2 copies)

Section 902 - Contract Form

Section 903 - Contract Bond Forms

Executive Compensation Certification

Guidance for Federal Spending Transparency

OCR-481-LPA – Disadvantaged Business Enterprise List (3 copies)

OCR-485-LPA – List of Firms Submitting Quotes (3 copies)

DUNS Form

(Revisions to the Above Will Be Indicated on the Second Sheet of Section 905 as Addenda)

SECTION 901 - ADVERTISEMENT FOR BIDS

CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI

NOTICE TO CONTRACTORS

HARDY STREET ROUNDABOUT PROJECT AT 2ND AVENUE/GREEN STREET/ADELINE STREET FEDERAL-AID PROJECT NO. STP-0210-00(037) LPA / 108081-701000

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. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgmsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

The work shall consist essentially of the following items:

Construction of a roundabout that includes asphalt pavement, sidewalk, drainage improvements, striping, and lighting. All other related items of work required to complete the project as shown and specified in the Contract Documents.

The above general outline of features of the work does not in any way limit the responsibility of the contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications and the drawings referred to therein.

Contract Drawings, Contract Specifications, Instructions to Bidders and Bidders Proposal forms are on file and open to public inspection in the office of the City Clerk, City of Hattiesburg, 200 Forest Street, Hattiesburg Mississippi 39401. 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.hattiesburgmsbids.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 this website. Questions regarding website registration and online orders should be directed to our web support line at (662) 407-0193.

The attention of bidders is directed to the Special Provisions governing selection and employment of labor.

Minimum wage rates for Federal-Aid projects have been predetermined by the Secretary of Labor and are subject to Public Law 87-581 Work Hours Act of 1962, as set forth in the Contract Provisions.

The City of Hattiesburg hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

The *2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction*, adopted by the Mississippi Department of Transportation, as referred to herein, may be purchased from the Mississippi Department of Transportation.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Hattiesburg as bid security. Bidders shall also submit a current financial statement, if requested by the City. The successful bidder will be required to furnish a performance and payment bond in the amount of one hundred percent (100%) of the contract amount. Both bonds shall be signed or countersigned by a Mississippi Resident Agent.

The proposal and contract documents in its entirety shall be submitted in a sealed envelope and deposited with the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi prior to the hour and date above designated.

The City of Hattiesburg reserves the right to reject any or all proposals, to waive technicalities or irregularities, or to advertise for new proposals, and the decision of the City of Hattiesburg to reject any bid or proposal shall not be cause for any liability or damages against the City of Hattiesburg, any officers or employees.

The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the Contract Time. The bidder must also agree to pay as liquidated damages the sum specified in the Standard Specifications per day for each calendar day of overrun in Contract Time that work is not completed.

Work to be performed shall be in accordance with the "Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2017", together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

The attention of Bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

**City Clerk
City of Hattiesburg, Mississippi**

Dates of Publication:

DATE, 2020

DATE, 2020

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Governing Specifications

The current (2017) Edition of the Standard Specifications for Road and Bridge Construction adopted by the Mississippi Transportation Commission is made a part hereof fully and completely as if it were attached hereto, except where superseded by special provisions, or amended by revisions of the Specifications contained within this proposal. Copies of the specification book may be purchased from the MDOT Construction Division, or online at shopmdot/default.aspx?StoreIndex=1.

A reference in any contract document to controlling requirements in another portion of the contract documents shall be understood to apply equally to any revision or amendment thereof included in the contract.

In the event the plans or proposal contain references to the 2004 Edition of the Standard Specifications for Road and Bridge Construction, it is to be understood that such references shall mean the comparable provisions of the 2017 Edition of the Standard Specifications.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 1A LPA

CODE: (SP)

DATE: 02/20/2020

SUBJECT: Designating Owner and Engineer

PROJECT: STP-0210-00(037) /108081-701000, Forrest County

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*, 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, Neel-Schaffer, Inc.*

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Status of Right-of-Way

Although it is desirable to have acquired all rights-of-way and completed all railroad agreements, utility adjustments and work to be performed by others prior to receiving bids, sometimes it is not considered to be in the public interest to wait until each and every such clearance has been obtained. The bidder is hereby advised of possible unacquired rights-of-way, relocates, railroad agreements and utilities adjustments which have not been completed.

The status of right-of-way acquisition, utility adjustments, encroachments, potentially contaminated sites, railroad facilities, improvements, and asbestos contamination are set forth in the following attachments.

In the event right of entry is not available to ALL parcels of right-of-way and/or all work that is to be accomplished by others on the date set forth in the contract for the Notice to Proceed is not complete, the Department will issue a restricted Notice to Proceed.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Final Clean-Up

Immediately prior to final inspection for release of maintenance, the Contractor shall pick up, load, transport and properly dispose of all litter from the entire highway right-of-way that is within the termini of the project.

Litter shall include, but not be limited to, solid wastes such as glass, paper products, tires, wood products, metal, synthetic materials and other miscellaneous debris.

Litter removal is considered incidental to other items of work and will not be measured for separate payment.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 9

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Federal Bridge Formula

Bidders are hereby advised that the latest revision of Federal Highway Administration Publication No. FHWA-HOP-06-105, **BRIDGE FORMULA WEIGHTS**, dated August 2006, is made a part of this contract when applicable.

Prior to the preconstruction conference, the Contractor shall advise the Engineer, in writing, what materials, if any, will be delivered to the jobsite via Interstate route(s).

Copies of the **BRIDGE FORMULA WEIGHTS** publication may be obtained by contacting:

Federal Highway Administration
400 7th Street, SW
Washington, DC 20590
(202) 366-2212

or

http://www.ops.fhwa.dot.gov/Freight/publications/brdg_frm_wghts/bridge_formula_all_rev.pdf

An on line **BRIDGE FORMULA WEIGHTS CALCULATOR** is available at

http://ops.fhwa.dot.gov/freight/sw/brdgcalc/calc_page.htm

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 15

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Non-Use of Precast Drainage Units

Bidders are hereby advised that the use of precast inlets and junction boxes will **NOT** be allowed on this project. Subsection 601.02.3 states that "the Contractor may request approval from the Engineer to furnish and install precast units in lieu of cast-in-place units". Should the Contractor make this request, the request will be denied.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 28

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Fuel and Material Adjustments

Bidders are advised that **NO FUEL OR MATERIAL ADJUSTMENT**, as addressed in Subsection 109.07 of the Standard Specifications, will be allowed on this project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 113

CODE: (SP)

DATE: 04/18/2017

SUBJECT: Tack Coat

Bidders are advised that in addition to the products listed on the Department's APL as referenced in Subsection 401.03.1.2 on page 256, the Contractor may use one of the following as a tack coat.

- CSS-1
- CSS-1h
- SS-1
- SS-1h

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 445

CODE: (SP)

DATE: 10/10/2017

SUBJECT: Mississippi Agent or Qualified Nonresident Agent

Bidders are hereby advised of the requirements of Subsections 102.08, 103.05.2, and 107.14.2.1 of the *2017 Standard Specifications for Road and Bridge Construction* as it refers to bonding agents. Proposal guaranties, bonds, and liability insurance policies must be signed by a **Mississippi Agent or Qualified Nonresident Agent.**

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 516

CODE: (IS)

DATE: 11/28/2017

SUBJECT: Errata and Modifications to the 2017 Standard Specifications

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
16	102.06	In the seventh full paragraph, change “Engineer” to “Director.”
33	105.05.1	In the sixth sentence, change “Contract Administration Engineer” to “Contract Administration Director.”
34	105.05.2.1	In subparagraph 2, change “SWPPP, ECP” to “SWPPP and the ECP”
35	105.05.2.2	In subparagraphs 2, add “ and” to the end of the sentence. In subparagraph 3, remove “, and” and add “.”.
90	109.04.2	In the last paragraph of subparagraph (a), place a period “.” at the end of the sentence.
93	109.04.2	In the last paragraph of subparagraph (g), place a period “.” at the end of the sentence. Also, in the first paragraph of subparagraph (h), place a period “.” at the end of the sentence.
97	109.07	Under ADJUSTMENT CODE, subparagraph (A1), change “HMA mixture” to “Asphalt mixtures.”
98	109.11	In the third sentence, change “Engineer” to “Director.”
219	308.04	In the last sentence of the last paragraph, change “Contractor’s decision” to “Engineer’s decision.”
300	405.02.5.9	In the first sentence of the second paragraph, change “Hot Mix Asphalt” to “Asphalt Mixtures.”
502	630.01.1	In the first paragraph, change “ <u>AASHTO</u> ” to “AASHTO’s <u>LRFD</u> ”.
636	646.05	Change “each” to “per each” for the pay item units of payment.
640	656.02.6.2	In item 7), change “down stream” to “downstream”.
688	630.03.2	Change the subsection number from “630.03.2” to “680.03.2.”

- | | | |
|-----|---------------|---|
| 725 | 702.08.3 | In the second sentence of the first paragraph, change “hot-mix” to “asphalt.” |
| 954 | 804.02.13.1.6 | In the definition for “M” in the % Reduction formulas, change “paragraph 7.3” to “paragraph 5.3.” |

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 757

CODE: (SP)

DATE: 03/20/2018

SUBJECT: Additional Erosion Control Requirements

Bidders are hereby advised of the following requirements that relate to erosion control activities on the project.

THE MAXIMUM TOTAL ACREAGE THAT CAN BE DISTURBED, AT ONE TIME, ON THE PROJECT IS NINETEEN (19) ACRES. THE CONTRACTOR SHALL BE REQUIRED TO STABILIZE DISTURBED AREAS PRIOR TO OPENING UP ADDITIONAL SECTIONS OF THE PROJECT. STABILIZED SHALL BE WHEN THE DISTURBED AREA MEETS ONE OF THE FOLLOWING CRITERIA:

- **THE AREA HAS BEEN SEEDED, EITHER TEMPORARY OR PERMANENT, AND MULCHED ACCORDING TO THE SPECIFICATIONS, OR**
- **A CRUSHED STONE COURSE OR A LIFT OF ASPHALT PAVEMENT HAS BEEN PLACED, OR**
- **THE AREA HAS BEEN CHEMICALLY TREATED USING PORTLAND CEMENT OR LIME-FLY ASH, AND SEALED.**

DISTURBED AREAS INCLUDE THE ROADBED, SLOPES AND REMAINING AREA OUT TO THE ROW LINE.

Clearing and Grubbing: Prior to beginning any clearing and grubbing operations on the project, controls shall be in place to address areas such as drainage structures, wetlands, streams, steep slopes and any other sensitive areas in accordance with the approved Erosion Control Plan or as directed by the Engineer. Clearing and grubbing should be limited to the minimum area necessary to construct the project. Grubbing operations should be minimized in areas outside the construction limits and stumps should be cut off flush with the existing ground elevations. A buffer area of at least fifteen (15) feet or as shown in the Plans shall be in place adjacent to the right-of-way line. The buffer area can either be the existing vegetation that is left undisturbed or re-established by planting new vegetation if clearing and grubbing was required. [As applicable, see the Riparian Buffer Erosion Control sheet\(s\) in the Plans for clearing and grubbing limits adjacent to stream banks.](#)

Unclassified Excavation: Cut sections shall be graded in accordance with the typical sections and plan grades. Permanent erosion control BMP's should be placed as soon as possible after the cut material has been moved. Fill sections that are completed shall have permanent erosion control BMP's placed. Fill sections that are not completed shall be either permanently or temporarily seeded until additional material is made available to complete these sections. All unclassified excavation on the project is required to be moved prior to incorporating any borrow excavation. The Contractor may have to stockpile unclassified excavation in order to comply with the nineteen (19) acre requirement. No additional compensation will be made for stockpiling operations.

Disturbed areas that remain inactive for a period of more than fourteen (14) days shall be temporary grassed and mulched. Temporary grassing and mulching shall only be paid one time for a given area.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 977

CODE: (SP)

DATE: 07/25/2018

SUBJECT: DUNS Requirement for Federal Funded Projects

Bidders are advised that the Prime Contractor must maintain a current registration in the System for Award Management (<http://www.sam.gov>) at all times during this project. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the System for Award Management.

Bidders are also advised that prior to the award of this contract, they MUST be registered, active, and have no active exclusions in the System for Award Management.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SAM.GOV Registration and DUNS Number

Bidders are advised that the Prime Contractor must maintain current registration in the **System for Award Management** (<http://www.sam.gov>) at all times during the project. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the System for Award Management.

Bidders are advised that prior to the award of this contract, they **MUST** be registered in the System for Award Management.

I (We) acknowledge that this contract cannot be awarded if I (We) are not registered in the System for Award Management prior to the award of this contract. _____ (Yes / No)

I (We) have a DUNS Number . _____ (Yes / No)

DUNS Number: _____

Company Name: _____

Company e-mail address: _____

(6/2015F)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1225

CODE: (SP)

DATE: 11/13/2018

SUBJECT: Early Notice to Proceed

Bidders are advised that if an early notice to proceed is allowed by the Department and the Contractor experiences problems or delays between the early notice to proceed date and the original notice to proceed date, this shall not be justification for any monetary compensation or an extension of contract time.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1546

CODE: (SP)

DATE: 05/23/2007

SUBJECT: Advancement of Materials

Bidders are advised that **NO ADVANCEMENT OF MATERIALS**, as addressed in Subsection 109.06.2 of the Standard Specifications, will be allowed on this project.

NTB 1878 Supplement
PRIME CONTRACTOR CERTIFICATION

(File prior to the Issuance of Notice to Proceed)

PRIME CONTRACTOR'S MAILING ADDRESS AND TELEPHONE NUMBER:

NAME: _____

NUMBER AND STREET (P. O. BOX): _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER (INCLUDING AREA CODE): _____

NAME OF OWNER: _____

STORM WATER GENERAL NPDES PERMIT NUMBER: MSR 15 _____

PROJECT NAME: _____

PROJECT LOCATION: _____ County (ies) _____

PERMIT COVERAGE FOR MATERIAL PITS MAY BE NEEDED AND MUST BE APPLIED FOR BY THE CONTRACTOR SEPARATELY.

I CERTIFY THAT I AM THE PRIME CONTRACTOR OF THIS PROJECT, HAVE THE PRIMARY RESPONSIBILITY TO FULLY COMPLY WITH ALL OF THE REQUIREMENTS OF THE ABOVE REFERENCED GENERAL NPDES PERMIT, AND ACCEPT FULL LIABILITY FOR NOT COMPLYING WITH THESE REQUIREMENTS.

SIGNATURE

DATE SIGNED

PRINTED NAME

TITLE

**THIS DOCUMENT SHALL BE SIGNED ACCORDING TO THE GENERAL PERMIT, CONDITION NO. T-4,
PAGE 19 OF 26.**

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1878

CODE: (SP)

DATE: 08/27/2019

**SUBJECT: Storm Water Discharge Associated with Construction Activity
(≥ 1 and < 5 Acres)**

Construction Storm Water General NPDES Permit MSR 15 to discharge storm water associated with construction activity is required. This project is granted permission to discharge treated storm water into State waters. Copies of said permit and Storm Water Pollution Prevention Plan (SWPPP) are on file with the Department.

Prior to the execution of the contract, the successful bidder shall execute and deliver to the Executive Director an original signed copy of the completed Prime Contractor Certification (Form No. 1).

Failure of the bidder to execute and file the completed Prime Contractor Certification (Form No. 1) shall be just cause for the cancellation of the award.

The executed Prime Contractor Certification (Form No. 1) shall be prima facie evidence that the bidder has examined the permit, is satisfied as to the terms and conditions contained therein, and that the bidder has the primary responsibility for meeting all permit terms and conditions including, but not limited to, the inspection and reporting requirements of [the permit](#). For this project, the Contractor shall furnish, set up and read, as needed, an on-site rain gauge.

The Contractor must furnish the Project Engineer a completed copy of the Small Construction Notice of Intent (SCNOI) along with the Contractor's Erosion Control Plan.

The Contractor shall make inspections in accordance with condition No. S-4, Page [20](#), and shall furnish the Project Engineer with the results of each weekly inspection as soon as possible following the date of inspection. The weekly inspections must be documented monthly on the Inspection and Certification Form, a copy of which is provided. The Contractor's representative and the Project Engineer shall jointly review and discuss the results of the inspections so that corrective action can be taken. The Project Engineer shall retain copies of the inspection reports.

The Engineer will have the authority to suspend all work and/or withhold payments for failure of the Contractor to carry out provisions of MDEQ's Storm Water Construction General Permit, the erosion control plan, updates to the erosion control plan, and /or proper maintenance of the BMPs.

Securing a permit (s) for storm water discharge associated with the Contractor's activity on any other regulated area the Contractor occupies, shall be the responsibility of the Contractor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2061

CODE: (SP)

DATE: 11/05/2019

SUBJECT: Reflective Sheeting for Signs

Bidders are hereby advised that the retroreflective sign sheeting used for signs on this project shall be as listed below and shall meet the requirements of Subsection 721.06.

Temporary Construction Signs

Temporary traffic control (orange) sign sheeting shall be a minimum Type IX Fluorescent Orange sheeting.

Permanent Signs

Permanent signs, except signs on traffic signal poles/mast arms, shall be as follows:

- Brown background sheeting on guide signs shall be a minimum Type VIII sheeting,
- Green and blue background sheeting on guide signs shall be a minimum Type IX sheeting, and
- All white, yellow, fluorescent yellow, and fluorescent yellow/green sheeting shall be Type XI sheeting.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2172

CODE: (SP)

DATE: 01/06/2020

SUBJECT: App for Storm Water Reports

Bidders are advised that the Department has created a smart phone App for completing and submitting storm water reports required on this project. The Contractor who monitors storm water activities and completes storm water reports will be required to download and use this App when completing and submitting storm water reports. The reports will then be readily available to all persons who need access to the forms. The App is free and is available for downloading at the following location.

<https://extacctmgmt.mdot.state.ms.us/>

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2206

CODE: (IS)

DATE: 01/14/2020

SUBJECT: MASH Compliant Devices

Bidders are hereby advised that compliance associated with the requirements of meeting either the National Cooperative Highway Research Program (NCHRP) Report 350 or the Manual for Assessing Safety Hardware (MASH) for installations of certain traffic control devices and permanent safety hardware devices (guardrails, guardrail terminals, permanent portable barriers, cast-in-place barriers, all other permanent longitudinal barriers, crash cushions, cable barriers, cable barrier terminals, bridge rails, bridge rail transitions, all other terminals, sign supports, and all other breakaway hardware) as listed throughout the Standard Specifications and/or the Standard Drawings, or both, is now replaced with the requirements of meeting the 2016 version of MASH after December 31, 2019. This change applies to new permanent installations and to full replacements of existing installations.

At the preconstruction conference or prior to starting any work on the project, the Contractor shall submit a letter stating that the traffic control devices and permanent safety hardware devices as outlined within the paragraph above that are to be used on the project are certified to meet MASH 2016.

When a MASH 2016-compliant device does not exist for the new permanent installations and/or full replacement installations of permanent safety hardware devices, as listed above, a MASH 2009-compliant or a NCHRP 350-compliant device may be proposed by the Contractor for the project. A written request for such instances must be submitted by the Contractor either at the preconstruction conference or prior to starting any work on the project. The Contractor shall submit the following items to the Project Engineer: (1) a detailed list of the proposed devices and locations thereof; and (2) certification letters indicating that the proposed devices are compliant with either MASH 2009 or NCHRP 350.

When a MASH 2016-compliant device does not exist for the temporary work zone traffic control devices (Category 1, Category 2, and Category 3 devices), a MASH 2009-compliant or a NCHRP 350-compliant device may be proposed by the Contractor for the project. Temporary work zone traffic control devices (Category 1, Category 2, and Category 3 devices) that are MASH 2009-compliant or NCHRP 350-compliant that have been in use prior to December 31, 2019, and that have a remaining service life may be proposed for use throughout their normal service life on the project by the Contractor. For either of these scenarios for temporary work zone traffic control devices, a written request must be submitted by the Contractor either at the preconstruction conference or prior to starting any work on the project. The Contractor shall submit the following items to the Project Engineer: (1) a detailed list of the proposed devices and locations thereof; and (2) certification letters indicating that the proposed devices are compliant with either MASH 2009 or NCHRP 350.

Work will only be allowed to proceed after the Department has granted written concurrence(s) with the proposed request(s) as listed above.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO NOTICE TO BIDDERS NO. 2214 LPA

DATE: **01/22/2020**

The goal is ____ percent for the Disadvantaged Business Enterprise. All Bidders are required to submit Form OCR-481 for all DBEs.

LPA Projects: Delete entire Pre-Bid Meeting Section on page 5.

CONTRACT GOAL

Delete the third paragraph under CONTRACT GOALS on page 2, and substitute the following.

All Bidders shall submit to the Office of Civil Rights Form OCR-481, signed by the Prime Contractor and the DBE Subcontractors, no later than the 3rd business day after opening of the bids.

AWARD

Delete subparagraph (2) under AWARD on page 6, and substitute the following.

- (2) All Bidders must submit to the Office of Civil Rights for approval, Form OCR-481 (DBE Commitment) no later than the 3rd business day after opening of the bids to satisfy the Department and that adequate good faith efforts have been made to meet the contract goal. For answers to questions regarding Form OCR-481, contact the MDOT Office of Civil Rights at (601) 359-7466.

DBE REPORTS

Delete subparagraph (6) under DBE REPORTS on page 8, and substitute the following.

- (6) OCR-487: Only used by Prime Contractors that are certified DBE firms. This form is used in determining the exact percentage of DBE credit for the specified project. The low Bidder should return this form to MDOT with the OCR-481 form, or can also be returned with the Permission to Subcontract Forms (RPS-1, NRAA-1 and SCC-1).

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2214

CODE: (SP)

DATE: 01/22/2020

SUBJECT: Disadvantaged Business Enterprises In Federal-Aid Highway Construction

This contract is subject to the "Moving Ahead for Progress in the 21st Century Act (MAP-21)" and applicable requirements of "Part 26, Title 49, Code of Federal Regulations". Portions of the Act are set forth in this Notice as applicable to compliance by the Contractor and all of the Act, and the MDOT DBE Program, is incorporated by reference herein.

The Department has developed a Disadvantaged Business Enterprise Program that is applicable to this contract and is made a part thereof by reference.

Copies of the program may be obtained from:

Office of Civil Rights
Mississippi Department of Transportation
P. O. Box 1850
Jackson, Mississippi 39215-1850

POLICY

It is the policy of the Mississippi Department of Transportation to provide a level playing field, to foster equal opportunity in all federally assisted contracts, to improve the flexibility of the DBE Program, to reduce the burdens on small businesses, and to achieve that amount of participation that would be obtained in a non-discriminatory market place. In doing so, it is the policy of MDOT that there will be no discrimination in the award and performance of federally assisted contracts on the basis of race, color, sex, age, religion, national origin, or any handicap.

ASSURANCES THAT CONTRACTORS MUST TAKE

MDOT will require that each contract which MDOT signs with a sub-recipient or a Contractor, and each subcontract the Prime Contractor signs with a Subcontractor, includes the following assurances:

“The Contractor, sub-recipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MDOT deems appropriate.”

DEFINITIONS

For purposes of this provision the following definitions will apply:

"Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individual(s) or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individual(s); and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individual(s) who own it. It is important to note that the business owners themselves must control the operations of the business. Absentee ownership or title ownership by an individual who does not take an active role in controlling the business is not consistent with eligibility as a DBE under CFR 49 Part 26.71.

CONTRACTOR'S OBLIGATION

The Contractor and all Subcontractors shall take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of a portion of the work in this contract and shall not discriminate on the basis of race, color, national origin, religion or sex. Failure on the part of the Contractor to carry out the DBE requirements of this contract constitutes a breach of contract and after proper notification the Department may terminate the contract or take other appropriate action as determined by the Department.

When a contract requires a zero percent (0%) DBE goal, the Contractor still has the responsibility to take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of the work in the contract. In this case, all work performed by a certified DBE firm is considered to be a "race neutral" measure and the Department will receive DBE credit towards the overall State goals when the DBE firm is paid for their work. If the Prime Contractor is a certified DBE firm, the Department can receive DBE credit only for the work performed by the Prime Contractor's work force or any work subcontracted to another DBE firm. Work performance by a non-DBE Subcontractor is not eligible for DBE credit.

CONTRACT GOAL

The goal for participation by DBEs is established for this contract in the attached Supplement. The Contractor shall exercise all necessary and reasonable steps to ensure that participation is equal to or exceeds the contract goal.

If the percentage of the contract that is proposed for DBEs is 1% or greater, the Contractor shall agree to meet or exceed the contract goal on the last bid sheet of the proposal.

All Bidders shall submit to the Office of Civil Rights Form OCR-481, signed by the Prime Contractor and the DBE Subcontractors, no later than the 3rd business day after opening of the bids.

Form OCR-481 is available on the MDOT website at GoMDOT.com, then Divisions, Civil Rights, Forms, DBE, MDOT Projects, or by calling 601-359-7466.

The OCR-481 Form must contain the following information:

The name and address of each certified DBE Contractor / Supplier;

The Reference Number, percent of work and the dollar amount of each item. If a portion of an item is subcontracted, a breakdown of that item including quantities and unit price must be attached, detailing what part of the item the DBE firm is to perform and who will perform the remainder of the item.

If the DBE Commitment shown on the last bid sheet of the proposal, does not equal or exceed the contract goal, the bidder must submit, to MDOT Contract Administration Division prior to bid opening, information to satisfy the Department that adequate good faith efforts have been made to meet the contract goal.

Failure of the lowest bidder to furnish acceptable proof of good faith efforts, submitted to MDOT Contract Administration Division prior to bid opening, shall be just cause for rejection of the proposal. Award may then be made to the next lowest responsive bidder or the work may be re-advertised.

The following factors are illustrative of matters the Department will consider in judging whether or not the bidder has made adequate good faith effort to satisfy the contract goal.

- (1) Whether the bidder attended the pre-bid meeting that was scheduled by the Department to inform DBEs of subcontracting opportunities;
- (2) Whether the bidder advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- (3) Whether the bidder provided written notice to a reasonable number of specific DBEs that their interest in the contract is being solicited;
- (4) Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested;
- (5) Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goal;
- (6) Whether the bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
- (7) Whether the bidder negotiated in good faith with interested DBEs and did not reject them as unqualified without sound reasons based on a thorough investigation of their capabilities; and
- (8) Whether the bidder made efforts to assist interested DBEs in obtaining any required bonding or insurance.
- (9) Whether the bidder has written notification to certified DBE Contractors soliciting subcontracting for items of work in the contract.
- (10) Whether the bidder has a statement of why an agreement was not reached.

The bidder's execution of the signature portion of the proposal shall constitute execution of the following assurance:

The bidder hereby gives assurance pursuant to the applicable requirements of "Moving Ahead for Progress in the 21st Century Act (MAP-21)" and applicable requirements of "Part 26, Title 49, Code of Federal Regulations" that the bidder has made a good faith effort to meet the contract goal for DBE participation for which this proposal is submitted.

DIRECTORY

A list of "Certified DBE Contractors" which have been certified as such by the Mississippi Department of Transportation and other Unified Certification Partners (UPC) can be found on the Mississippi Department of Transportation website at www.gomdot.com. The list is in the top left corner of the current Letting Calendar under Contracts & Letting. The DBE firm must be certified at the time the project is let and approved by MDOT to count towards meeting the DBE goal.

REPLACEMENT

If a DBE Subcontractor cannot perform satisfactorily, and this causes the OCR-481 commitment to fall below the contract goal, the Contractor shall take all necessary reasonable steps to replace the DBE with another certified DBE Subcontractor or submit information to satisfy the Mississippi Department of Transportation that adequate good faith efforts have been made to replace the DBE. The replacement DBE must be a DBE who was on the Department's list of "Certified DBE Contractors" when the job was let, and who is still active. All DBE replacements must be approved by the Department.

Under no circumstances shall the Prime or any Subcontractor perform the DBE's work (as shown on the OCR-481) without prior written approval from the Department. See "Sanctions" at the end of this document for penalties for performing DBE's work.

When a Contractor proposes to substitute/replace/terminate a DBE that was originally named on the OCR-481, the Contractor must obtain a release, in writing, from the named DBE explaining why the DBE Subcontractor cannot perform the work. A copy of the original DBE's release must be attached to the Contractor's written request to substitute/replace/terminate along with appropriate Subcontract Forms for the substitute/replacement/terminated Subcontractor, all of which must be submitted to the DBE Coordinator and approved, in advance, by MDOT.

GOOD FAITH EFFORTS

To demonstrate good faith efforts to replace any DBE that is unable to perform successfully, the Contractor must document steps taken to subcontract with another certified DBE Contractor. Such documentation shall include no less than the following:

- (1) Proof of written notification to certified DBE Contractors by certified mail that their interest is solicited in subcontracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.

- (2) If the Prime Contractor is a certified DBE firm, only the value of the work actually performed by the DBE Prime can be counted towards the project goal, along with any work subcontracted to a certified DBE firm.
- (3) If the Contractor is not a DBE, the work subcontracted to a certified DBE Contractor will be counted toward the goal.
- (4) The Contractor may count toward the goal a portion of the total dollar value of a contract with a joint venture eligible under the standards of this provision equal to the percentage of the DBE partner in the joint venture.
- (5) Expenditures to DBEs that perform a commercially useful function may be counted toward the goal. A business is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work and carries out its responsibilities by actually performing, managing, and supervising the work involved.
- (6) The Contractor may count 100% of the expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers that produce goods from raw materials or substantially alters them for resale provided the suppliers and manufacturers assume the actual and contractual responsibility for the provision of the materials and supplies. The Contractor may count sixty percent (60%) of the expenditures to suppliers that are not manufacturers, provided the supplier performs a commercially useful function in the supply process. Within 30 days after receipt of the materials, the Contractor shall furnish to the DBE Coordinator invoices from the certified supplier to verify the DBE goal.
- (7) Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.
- (8) Only the dollars actually paid to the DBE firm may be counted towards the DBE goal.

Failure of the Contractor to demonstrate good faith efforts to replace a DBE Subcontractor that cannot perform as intended with another DBE Subcontractor, when required, shall be a breach of contract and may be just cause to be disqualified from further bidding for a period of up to 12 months after notification by certified mail.

PRE-BID MEETING

A pre-bid meeting will be held in the Commission Room on the 1st Floor of the MDOT Administration Building in Jackson, at 2:00 P.M. on the day preceding the date of the bid opening.

This meeting is to inform DBE firms of subcontracting and material supply opportunities. Attendance at this meeting is considered of prime importance in demonstrating good faith effort to meet the contract goal.

PARTICIPATION / DBE CREDIT

Participation shall be counted toward meeting the goal in this contract as follows:

- (1) If the Prime Contractor is a certified DBE firm, only the value of the work actually performed by the DBE Prime can be counted towards the project goal, along with any work subcontracted to a certified DBE firm.
- (2) If the Contractor is not a DBE, the work subcontracted to a certified DBE Contractor will be counted toward the goal.
- (3) The Contractor may count toward the goal a portion of the total dollar value of a contract with a joint venture eligible under the standards of this provision equal to the percentage of the DBE partner in the joint venture.
- (4) Expenditures to DBEs that perform a commercially useful function may be counted toward the goal. A business is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work and carries out its responsibilities by actually performing, managing, and supervising the work involved.
- (5) The Contractor may count 100% of the expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers that produce goods from raw materials or substantially alters them for resale provided the suppliers and manufacturers assume the actual and contractual responsibility for the provision of the materials and supplies. The Contractor may count sixty percent (60%) of the expenditures to suppliers that are not manufacturers, provided the supplier performs a commercially useful function in the supply process. Within 30 days after receipt of the materials, the Contractor shall furnish to the DBE Coordinator invoices from the certified supplier to verify the DBE goal.
- (6) Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.
- (7) Only the dollars actually paid to the DBE firm may be counted towards the DBE goal. The participation of a DBE Firm cannot be counted towards the Prime Contractor's DBE goal until the amount being counted towards the goal has been paid to the DBE.

AWARD

Award of this contract to the low bidder will be contingent upon the following conditions:

- (1) Concurrence from Federal Highway Administration, when applicable.
- (2) **All Bidders** must submit to the Office of Civil Rights for approval, Form OCR-481 (DBE Commitment) no later than the 3rd business day after opening of the bids to satisfy the Department and that adequate good faith efforts have been made to meet the contract goal. For answers to questions regarding Form OCR-481, contact the MDOT Office of Civil Rights at (601) 359-7466.
- (3) Bidder must include OCR-485 information with their bid proposal listing all firms that submitted quotes for material supplies or items to be subcontracted. OCR-485 information must be included with the bid proposal. If the OCR-485 information is not included as part of bid proposal, your bid will be deemed irregular.

Prior to the start of any work, the bidder must notify the Project Engineer, in writing, of the name of the designated "DBE Liaison Officer" for this project. This notification must be posted on the bulletin board at the project site.

DEFAULT

If the contract goal established by MDOT in this proposal is 1% or greater, it must be met to fulfill the terms of the contract. The Contractor may list DBE Subcontractors and items that exceed MDOT's contract goal, but should unforeseen problems arise that would prevent a DBE from completing its total commitment percentage, the Contractor will meet the terms of the contract as long as it meets or exceeds MDOT's Contract Goal. For additional information, refer to "Replacement" section of this Notice.

DBE REPORTS

- (1) OCR-481: Refer to "CONTRACT GOAL" section of this Notice to Bidders for information regarding this form.
- (2) OCR-482: At the conclusion of the project, before the final estimate is paid and the project is closed out, the Prime Contractor will submit to the Project Engineer for verification of quantities and further handling Form OCR-482 whereby the Contractor certifies to the amounts of payments made to all Contractors / Suppliers over the life of the contract. The Project Engineer shall submit the completed Form OCR-482 to the DBE Coordinator (Office of Civil Rights). Final acceptance of the project is dependent upon Contract Administration Division's receipt of completed Form OCR-482 which they will receive from the Office of Civil Rights.
- (3) OCR-483: The Project Engineer/Inspector will complete Form OCR-483, the Commercially Useful Function (CUF) Performance Report, in accordance with MDOT S.O.P. No. OCR-03-09-01-483. Evaluations reported on this form are used to determine whether or not the DBE firm is performing a CUF. The Prime Contractor should take corrective action when the report contains any negative evaluations. DBE credit may be disallowed and/or other sanctions imposed if it is determined the DBE firm is not performing a CUF. This form should also be completed and returned to the DBE Coordinator (Office of Civil Rights).
- (4) OCR-484: Each month, the Prime Contractor will submit to the Project Engineer OCR-484 that certifies payments to all Subcontractors and shows all firms even if the Prime Contractor has paid no monies to the firm during that estimate period (negative report). The Project Engineer will attach the form to the monthly estimate before forwarding to the Contract Administration Division for further processing. Failure of the Contractor to submit the OCR-484 will result in the estimate not being processed and paid.
- (5) OCR-485: ALL BIDDERS must submit signed form with bid proposal of all firms that submitted quotes for material supplies or items to be subcontracted. If the OCR-485 information is not included as part of bid proposal, the bid will be deemed irregular.

- (6) OCR-487: Only used by Prime Contractors that are certified DBE firms. This form is used in determining the exact percentage of DBE credit for the specified project. The low Bidder should return this form to MDOT with the OCR-481 form, or can also be returned with the Permission to Subcontract Forms (CAD-720, CAD-725 and CAD-521).

DBE Forms, can be obtained from the Office of Civil Rights Division, MDOT Administration Building, 401 North West Street, Jackson, MS, or at www.gomdot.com under Divisions, Civil Rights, and Forms.

SANCTIONS

The Department has the option to enforce any of the following penalties for failure of the Prime Contractor to fulfill the DBE goal as stated on the OCR-481 form or any violations of the DBE program guidelines:

- (1) Disallow credit towards the DBE goal
- (2) Withhold progress estimate payments
- (3) Deduct from the final estimate or recover an amount equal to the unmet portion of the DBE goal which may include additional monetary penalties as outlined below based on the number of offenses and the severity of the violation as determined by MDOT.

1 st Offense	10% of unmet portion of goal	or	\$5,000 lump sum payment	or	Both
2 nd Offense	20% of unmet portion of goal	or	\$10,000 lump sum payment	or	Both
3 rd Offense	40% of unmet portion of goal	or	\$20,000 lump sum payment	or	\$20,000 lump sum payment and debarment

- (4) Debar the Contractor involved from bidding on MDOT federally funded projects.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2273

CODE: (SP)

DATE: 02/12/2020

SUBJECT: Mississippi Special Fuel Tax Law

Bidder's attention is brought to the second paragraph of Subsection 107.02 of the Standard Specifications which states that all Contractors and Subcontractors must comply with all requirements contained in the Mississippi Special Fuel Tax Law, Section 27-55-501, *et seq.* Attached are two Fact Sheets provided by the Mississippi Department of Revenue (MDOR) with additional information.

Gasoline and Dyed Diesel Used for Non-Highway Purposes

Mississippi provides a reduced rate for gasoline and dyed diesel used for non-highway purposes. The reduced rates are 6.44 cents per gallon and 5.75 cents per gallon of gasoline or dyed diesel. These fuels are generally taxed at 18 cents per gallon if for on road use.

Gasoline Used for Non-Highway Purposes

You may be entitled to a refund of 11.56 cents per gallon (making this an equivalent to a tax rate of 6.44 cents per gallon) if you desire to purchase gasoline to be used off road. The gasoline must be used for agricultural, maritime, industrial, manufacturing, domestic or non-highway purposes only.

Examples of non-highway include gasoline used in boats, golf carts, machinery used for manufacturing or farm equipment used exclusively in plowing, planting or harvesting farm products.

Refund Gasoline User

The refund is based on the amount of gallons used. Before a refund is issued, you are required to...

1. Obtain a refund gasoline user's permit and a certificate for refund booklet from the Department of Revenue;
2. Have a storage tank marked "REFUND GASOLINE"; and,
3. Purchase the gasoline from someone who holds a refund gasoline dealer's permit.

No refund will be allowed for gasoline used in motor vehicles owned or operated by a government entity or used in Mississippi government contracts.

Refund Gasoline Dealer

You must obtain a refund gasoline dealer's permit from the Department of Revenue before selling refund gasoline. At no time should the gasoline be delivered to a tank that is not properly marked. The gasoline must be dyed a distinctive mahogany color at the time of delivery.

The Department of Revenue may waive the dye requirement if the dye may cause damage to the equipment. The refund gasoline user is required to obtain the waiver from the Department of Revenue.

Dyed Diesel Used for Non-Highway Purposes

Unlike gasoline, you are not required to apply for a refund if you desire to purchase dyed diesel to be used off road. Mississippi provides a reduced rate of 5.75 cents per gallon on dyed diesel used off road. Diesel used on road is subjected to 18 cents per gallon. Dyed diesel used in motor vehicles owned or operated by a government entity or used in Mississippi government contracts will be subjected to 18 cents per gallon.

Dyed Diesel Used on the Highway

Any person who purchases, receives, acquires or uses dyed diesel for highway use will be liable to pay 18 cents per gallon and subject to a penalty in the amount of \$1000.

Identifying Dyed Diesel

Storage facilities for dyed diesel must be plainly marked "NONHIGHWAY DIESEL FUEL" or "NONHIGHWAY KEROSENE". Retailers are also required to mark all pumps or dispensing equipment.



Special Fuel Used on Government Contracts

State and Local Government Contracts

Special fuel purchased, acquired or used in performing contracts with the State of Mississippi, counties, municipalities or any political subdivision is taxed at a rate of 18 cents per gallon. Special fuel includes but is not limited to the following:

- Dyed diesel fuel;
- Kerosene;
- Undyed diesel fuel; and,
- Fuel oil.

State and local government contracts include construction, reconstruction and maintenance or repairs of projects such as roads, bridges, water systems, sewer systems, buildings, drainage canals and recreational facilities. The Department of Revenue may require contractors to remit the excise tax directly to the state in lieu of paying the tax to a distributor.

Special Fuel Direct Pay Permit

Contractors that remit the excise tax to the state will be issued a Special Fuel Direct Pay Permit. This permit relieves the distributor from collecting the tax and requires the contractor to file a monthly special fuel return. The distributor should include the contractor's permit number on all invoices that are related to tax-free sales.

The contractor is required to furnish a surety or cash bond guaranteeing the payment of the excise tax prior to receiving the Special Fuel Direct Pay Permit. The Department of Revenue may accept a contractors tax bond if the bond covers the excise tax levied on special fuel.

Special Fuel Distributors

If the contractor does not have a Special Fuel Direct Pay Permit, distributors are required to collect the 18 cents excise tax and remit the tax to the Department of Revenue. The additional 12.25 cents levied on special fuel (excluding undyed diesel) should be reported on schedules 5F and 5G of the special fuel return.

Environmental Protection Fee

Special fuel distributors are required to collect the environmental protection fee even if the contractor has a Special Fuel Direct Pay Permit. The fee is levied at 4/10^{ths} of a cent per gallon. The fee is suspended or reinstated when the trust fund has exceeded or fallen below the obligatory balance.

Penalties

Any person who knowingly and willfully purchases untaxed fuel for use in equipment utilized on a road or highway construction site in this state is guilty of a misdemeanor and, upon conviction, shall be fined not less than \$1,000 or more than \$100,000, or imprisoned in the county jail for not more than one year, or both.



MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2689 LPA

CODE: (SP)

DATE: 06/15/2017

SUBJECT: Asphalt Smoothness Requirement

Bidders are advised that Subsection 403.03.2.1—Smoothness Tolerances for Mean Roughness Index (MRI) is removed from this project. Any incentive or disincentive for asphalt smoothness associated with (MRI) is also hereby eliminated from this project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 4303

CODE: (SP)

DATE: 02/07/2013

SUBJECT: Add Option Bidding

Bidders are hereby advised that this project contains Add Option items that will be used to determine the low bidder. Bidders are required to bid the base items (Roadway and/or Bridge Items) and **ALL** Add Options. All options are of the same priority.

Prices for all Add Option items will be added to the base items and the project will be awarded to the bidder that has the lowest total bid (base plus all Add Options) for the project. After the project has been awarded to the lowest bidder and prior to the execution of the contract, the LPA Official will select which, if any, Add Options will be deleted from the contract.

Plan sheets and bid items associated with add options that are not selected should be removed and/or disregarded as part of the contract.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5865 LPA

CODE: (SP)

DATE: 11/30/2015

SUBJECT: Sampling and Testing of Concrete on Small LPA Projects

Bidders are advised that the following concrete items will be tested at a reduced amount and will not be accepted based on the Quality Control / Quality Assurance (QC/QA) requirements of Section 804 of the specifications.

<u>Section</u>	<u>Description</u>
221	Paved Ditches
601	Minor Structures - manholes, inlets, catch basins, junction boxes, pipe headwalls, and pipe collars.
605	Edge Drain and Underdrain Outlet Pads
606	Guardrail Anchors
607	Fence Post Footings
608	Sidewalks
609	Curb and Gutter
614	Driveways
616	Median and Island Pavement
630	Sign Footings, except Overhead Sign Supports

The material requirements for the above pay items are as follows:

1. Cement and aggregates for concrete items shall be from approved sources. Concrete shall be produced from a concrete batch plant which has a current plant calibration. The Project Engineer shall furnish plant inspection as deemed necessary for control. The producer shall furnish with each load of concrete a delivery ticket containing the following information:
 - a. Project Number
 - b. Class Concrete
 - c. Weight of Cement
 - d. Free Water in Aggregate (gallons)
 - e. Weight of Fine Aggregate
 - f. Weight of Coarse Aggregate
 - g. Water in Mix (gallons)
 - h. Number of Revolutions Mixed
 - i. Time of Batching
2. The Contractor is required to submit mix designs to accomplish this work in accordance with Section 804.
3. A set of three cylinders, slump test, and air test will be performed on the first day of production for each mix design. The compressive strength test shall be the average of three cylinders.
4. An additional set of cylinders, slump test, and air test will be performed at a minimum of rate of one per 100 cubic yards of mix produced.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 5866 LPA

CODE: (SP)

| DATE: 10/28/2015

SUBJECT: Payroll Requirements

Bidders are hereby advised that the Contractor and Subcontractor(s) are required to submit payroll information to the Project Engineers on a weekly basis.

On Federal-Aid Projects, LPA-880, LPA-881 and certified payroll submissions are required each week the Contractor or a Subcontractor performs work on the project. This is addressed in Section IV of Form FHWA-1273.

On State-Funded Projects, LPA-880 is required each week the Contractor or a Subcontractor performs work on the project.

| When no work is performed on either Federal-Aid or State-Funded Projects, the Contractor should only submit LPA-880 showing no work activities.

The Contractor shall make all efforts necessary to submit this information to the Project Engineer in a weekly manner. The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to submit the required information. Submission of forms and payrolls shall be current through the first full week of the month for the estimate period in order for the Project Engineer to process an estimate.

Bidders are advised to review the requirements regarding payroll submissions in Section 110 of the Standard Specifications.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 6000 LPA

CODE: (SP)

DATE: July 15, 2019

SUBJECT: Traffic Control Personnel Requirements

Bidders are hereby advised that the Contractor's Traffic Control Supervisor, and the LPA's person (LPA staff, or CE&I Consultant) in responsible charge of the traffic control on the project submit to the training requirements set forth in section **618.01.2** of the Mississippi Standard Specifications for Road and Bridge Construction, 2017 edition.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 7001

CODE: (SP)

DATE: 1/7/2015

SUBJECT: Contract Time

PROJECT: STP-0210-00(037)LPA/108081-701000, Forrest County

The completion of work to be performed by the Contractor for this project will not be a specified date but shall be when all allowable working days are assessed, or any extension thereto as provided in Subsection 108.06.

The Notice of Award will be issued within 60 days of the bid opening date and the effective date of the Notice to Proceed / Beginning of Contract Time Date will be within One months following the Date of the Notice of Execution of Contract Letter.

The Contractor shall request a Notice to Proceed / Beginning of Contract Time Date **in writing** after receiving the Notice of Execution of Contract Letter and the date requested should be within the One month period following the Date of the Notice of Execution of Contract Letter. The Contractor's **written request** for the Notice to Proceed Date should be given a **minimum of seven (7) calendar days** in advance of the Notice to Proceed Date requested.

Should the Contractor not request a Notice to Proceed Date within the One months allowed, the date for the Notice to Proceed / Beginning of Contract Time will be One months after the Date of the Notice of Execution of Contract Letter.

100 Working Days have been allowed for the completion of work on this project.

A Preconstruction Conference as required by Subsection 108.03.2 should be held prior to commencement of any field work by the Contractor.

Any fabrication of needed materials can begin after the contract has been executed and submittals are approved.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 7200

DATE: 02/20/2020

SUBJECT: Specialty Items

PROJECT: STP-0210-00(037)LPA / 108081-701000 -- Forrest County

Pursuant to the provisions of Section 108, the following work items are hereby designated as “Specialty Items” for this contract. Bidders are reminded that these items must be subcontracted in order to be considered as specialty items.

Category: Construction Staking

<u>Pay Item</u>	<u>Description</u>
699-A001	Roadway Construction Stakes

Category: Electrical

<u>Pay Item</u>	<u>Description</u>
682-F001	Secondary Power Controller
L00016 683-B500	Lighting Assembly, Low Mast Type 15-1-0 LED, Per Plans

Category: Asphalt

<u>Pay Item</u>	<u>Description</u>
L00008-907-608-E500	Asphalt Pavement Texturing

Category: Concrete

<u>Pay Item</u>	<u>Description</u>
907-616-C001	Colored and Imprinted Concrete Median and Island Pavement, 10-inch thickness

Category: ITS

<u>Pay Item</u>	<u>Description</u>
907-659-A001	Traffic Center Modifications
660-A003	Equipment Cabinet, Type B
907-663-A001	Network Switch, Type A
907-672-B002	Remove and Reset ITS Equipment

SUPPLEMENT TO FORM FHWA-1273

DATE: 06/28/2019

SUBJECT: Federal Contract Provisions for Subcontracts and Cargo Preference Act

Federal Contract Provisions for Subcontracts

All subcontracts shall be in writing and contain all pertinent provisions and requirements of the prime contract.

Each "Request for Permission to Subcontract" (Mississippi Department of Transportation LPA Form RPS-1) shall include a copy of the subcontract. The federal contract provisions (FHWA-1273, SUPPLEMENT TO FORM FHWA-1273, NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246), DAVIS-BACON AND RELATED ACT PROVISIONS (WAGE RATES)) must be physically incorporated as part of the subcontract. A completed Mississippi Department of Transportation LPA Form NRAA-1 and LPA Form SCC-1 must be attached to the LPA Form RPS-1.

Cargo Preference Act

The Contractor is hereby advised of the requirements set forth in the following Attachment (Title 46 - Shipping) as it pertains to the implementation of Cargo Preference Act (CPA) requirements in the Federal-aid Highway Program.

By signing this contract, the Contractor agrees to conform to the requirements of the CPA.

Attachment

Title 46- Shipping

Volume: 8

Date: 2014-10-01

Original Date: 2014-10-01

Title: Section 381.7 - Federal Grant, Guaranty, Loan and Advance at Funds Agreements.

Context: Title 46- Shipping. CHAPTER II- MARITIME ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER J - MISCELLANEOUS. PART 381 - CARGO PREFERENCE-U.S.- FLAG VESSELS.

§ 381.7 Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

In order to insure a fair and reasonable participation by privately owned United States-flag commercial vessels in transporting cargoes which are subject to the Cargo Preference Act of 1954 and which are generated by U.S. Government Grant, Guaranty, Loan and/or Advance of Funds Programs, the head of each affected department or agency shall require appropriate clauses to be inserted in those Grant, Guaranty, Loan and/or Advance of Funds Agreements and all third party contracts executed between the borrower/grantee and other parties, where the possibility exists for ocean transportation of items procured, contracted for or otherwise obtained by or on behalf of the grantee, borrower, or any of their contractors or subcontractors. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. These clauses shall also require that all parties provide to the Maritime Administration the necessary shipment information as set forth in § 381.3. A copy of the appropriate clauses required by this part shall be submitted by each affected agency or department to the Secretary, Maritime Administration, for approval no later than 30 days after the effective date of this part. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

(a) *Agreement Clauses.* "Use of United States-flag vessels:

"(1) Pursuant to Pub. L 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

"(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) *Contractor and Subcontractor Clauses.* "Use of United States-flag vessels: The contractor agrees --

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

"(2) To furnish within 20 days following the date of loading for shipments originating within the United

States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

"(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

(Reorganization Plans No.21 of 1950(64 Stat. 1273) and No. 7 of 1961 (75 Stat. 840) as amended by Pub. L 91.469 (84 Stat 1036) and Department of Commerce Organization Order 10-8 (38 FR 19707, July 23, 1973)) (42 FR 57126, Nov. 1, 1977]

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages

paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise

the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the

contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goal for female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work, is 6.9%.

Until further notice	Goals for minority participation for each trade (percent)
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SHSA Cities:

Pascagoula - Moss Point -----	16.9
Biloxi - Gulfport -----	19.2
Jackson -----	30.3

SMSA Counties:

Desoto -----	32.3
Hancock, Harrison, Stone-----	19.2
Hinds, Rankin -----	30.3
Jackson -----	16.9

Non-SMSA Counties:

George, Greene-----	26.4
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Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha -----	26.5
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Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo-----	32.0
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Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall-----	27.7
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Adams, Amite, Wilkinson -----	30.4
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These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4.2(d). Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is to the county and city (if any), stated in the advertisement.

5. The notification required in Paragraph 3 shall be addressed to the following:

Contract Compliance Officer
Mississippi Department of Transportation
P.O. Box 1850
Jackson, Mississippi 39215-1850

"General Decision Number: MS20200131 01/03/2020

Superseded General Decision Number: MS20190131

State: Mississippi

Construction Type: Highway

County: Forrest County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

* ELEC0903-006 12/01/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 27.45	9.5%+5.52

SUMS2010-054 08/04/2014		

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 12.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 11.54	1.63
HIGHWAY/PARKING LOT STRIPING:		
Truck Driver (Line Striping		
Truck).....	\$ 14.55	0.00
INSTALLER - SIGN.....	\$ 12.19	0.00

INSTALLER: Guardrail.....	\$ 12.39	0.00
IRONWORKER, REINFORCING.....	\$ 16.44	0.00
LABORER: Common or General, Including Asphalt Raking, Shoveling, Spreading.....	\$ 10.34	0.00
LABORER: Flagger.....	\$ 11.42	0.00
LABORER: Grade Checker.....	\$ 14.82	0.00
LABORER: Luteman.....	\$ 12.88	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.57	0.00
LABORER: Pipelayer.....	\$ 14.50	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 12.17	0.00
OPERATOR: Asphalt Spreader.....	\$ 14.71	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.20	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 11.86	0.00
OPERATOR: Broom/Sweeper.....	\$ 10.94	0.00
OPERATOR: Bulldozer.....	\$ 13.99	0.00
OPERATOR: Concrete Saw.....	\$ 13.93	0.00
OPERATOR: Crane.....	\$ 14.80	0.00
OPERATOR: Distributor.....	\$ 11.46	0.00
OPERATOR: Grader/Blade.....	\$ 16.09	0.00
OPERATOR: Loader.....	\$ 13.99	0.00
OPERATOR: Mechanic.....	\$ 13.00	0.00
OPERATOR: Milling Machine.....	\$ 16.96	0.00
OPERATOR: Oiler.....	\$ 12.22	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 11.56	0.00
OPERATOR: Roller (All Types)....	\$ 12.17	0.00
OPERATOR: Scraper.....	\$ 14.00	0.00
OPERATOR: Tractor.....	\$ 12.00	0.00
SURVEYOR (Staking, Marking and Brush Clearing).....	\$ 11.56	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.72	0.00

TRUCK DRIVER: Lowboy Truck.....	\$ 14.18	0.00
TRUCK DRIVER: Mechanic.....	\$ 12.31	0.00
TRUCK DRIVER: Water Truck.....	\$ 17.08	0.00
TRUCK DRIVER: Dump Truck (All Types).....	\$ 11.58	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 14.36	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

"

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-102-4 LPA

CODE: (SP)

DATE: 06/30/2017

SUBJECT: Bidding Requirements and Conditions

Subsection 102.06--Preparation of Proposal. Delete the first, second, third and fourth paragraphs of Subsection 102.06 on page 15 and substitute the following:

The bidder's complete original proposal shall be submitted upon the forms furnished by the Department and shall enter in a unit price and extension in the appropriate columns for each bid item exclusive of those items for which a fixed contract unit price and the extension are shown. Lump sum bid items are to be bid as an item total only since a unit price is not required. The bidder shall also enter where indicated the subtotal amount for each of the various divisions and the total amount of the proposal which shall also include the extensions of the items with a fixed contract unit price. In case of discrepancy between a unit price and the extension, the unit price will govern and the extension along with the total amount of the proposal will be corrected. All figures shall be in ink or typed.

Delete the first sentence of the ninth paragraph and add the following:

The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation; or by an agent of the Contractor legally qualified to bind the Contractor and acceptable to the State.

Subsection 102.08--Proposal Guaranty. Delete the two paragraphs in Subsection 102.08 on page 17 and substitute the following:

No proposal will be considered unless accompanied by certified check, cashier's check or bid bond, made payable to the LPA listed in the contract, in an amount of not less than five percent (5%) of the total amount of the proposal offered. The guaranty shall be evidence of good faith that, if awarded the contract, the bidder will execute the contract and give performance and payment contract bond(s) as stipulated in Subsection 103.05.1, 103.05.2, and as required by law.

If a bid bond is offered as guaranty, the bond must be on a form approved by the Chief LPA Official, made by a Surety acceptable to the Chief LPA Official and signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent and the Bidder. Such bid bond shall also conform to the requirements and conditions stipulated in Subsection 103.05.2 as applicable.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-107-2

CODE: (SP)

DATE: 01/31/2018

SUBJECT: Contractor's Erosion Control Plan

Section 107, Legal Relations and Responsibility to Public, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-107.22--Environmental Protection.

907-107.22.1--Contractor's Erosion Control Plan (ECP). After the first sentence of the first paragraph of Subsection 107.22.1 on page 63, add the following.

The ECP shall be submitted electronically to the Project Engineer who will forward it to the appropriate MDOT Divisions.

Delete the example Narrative in Subsection 107.22.1 on page 65, and substitute the following.

EXAMPLE
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
Storm Water Pollution Prevention Plan (SWPPP)
Narrative

General Permit Coverage No: MSR_____

Project Number: _____

County: _____

Route: _____

SITE INFORMATION

This project consists of grading and installing drainage structures necessary to construct approximately 6 miles of parallel lanes on SR 31 between the Hinds County Line and the Rankin County Line.

SEDIMENT AND EROSION CONTROLS

- a) **Vegetative Controls:** Clearing and grubbing areas will be minimized to comply with the buffer zones (minimum of 15 feet along the ROW lines and 5 feet along creeks) as per the contract documents. A combination of temporary and permanent grassing will be used to protect slopes as construction progresses. **Should a disturbed area be left undisturbed for 14 days or more, placement of temporary BMPs (seeding & mulching, silt fences, basins, ditch checks, slope drains, etc.) or permanent erosion control measures (seeding & mulching, riprap, paved ditch, flumes, etc.) will be initiated by the next working day after the land disturbing activities have stopped.**
- b) **Structural Controls:** Gravel construction entrance/exit will be installed near Stations 145+50, 159+50, 164+50 & 172+50. Riprap ditch checks will be constructed at Stations 144+50, 151+75, 162+00 & 166+25. The Concrete washout area will be at Stations 140+25, 152+00 & 168+50.
- c) **Housekeeping Practices:** Structural BMPs will be cleaned out when sediment reaches 1/3 to 1/2 of the height of the BMP. Maintenance and repair of equipment will be performed off-site, material wash out will occur either off-site or within designated wash out areas.
- d) **Post-Construction Control Measures:** As construction is completed, permanent vegetative growth will be established on disturbed soils to improve soil stability and provide a buffer zone for loose material. Paved ditches and flumes will be placed as specified in the ECP to reduce erosion in concentrated flow areas and rip rap will be placed as specified to dissipate flow energy and reduce flow velocity.

IMPLEMENTATION SEQUENCE

Perimeter controls will be installed first. Clearing and grubbing will be performed in 19-acre sections beginning at the BOP and temporary grassing will be installed as needed. Temporary erosion control BMPs will be installed at the drainage structures prior/during construction of the drainage structures. Grading activities will commence at the BOP and proceed towards the EOP, fill slopes will be permanently grassed in stages for fill heights that exceed 5 feet. Base materials will be installed on completed grading sections with the paving to follow.

MAINTENANCE PLAN

All erosion and sediment control practices will be checked for stability and operation following every rainfall but in no case less than once every week. Any needed repairs will be made immediately to maintain all practices as designed. Sediment basins will be cleaned out when the level of sediment reaches 2.0 feet below the top of the riser. Sediment will be removed from the front/upstream end of the BMPs when it becomes about 1/3 to 1/2 height of BMP.

Prime Contractor's Signature

Date

Printed Name

Title

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-109-1

CODE: (SP)

DATE: 05/08/2019

SUBJECT: Measurement and Payment

Section 109, Measurement and Payment, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-109.01--Measurement of Quantities. Delete the sixth full paragraph of Subsection 109.01 on page 88, and substitute the following.

If appropriate based on the specific circumstances of the project, the Contractor may request that material specified to be measured by the cubic yard or ton be converted to the other measure. The Contractor must submit this request to the Engineer. The Engineer will provide an approval or denial in writing. The decision is in the sole discretion of the Engineer. If approved, factors for this conversion will be determined by the District Materials Engineer and agreed to by the Contractor. The conversion of the materials along with the conversion factor will be incorporated into the Contract by supplemental agreement. The supplemental agreement must be executed before such method of measurement is used.

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

CITY OF HATTIESBURG

SPECIAL PROVISION NO. 907-616-2

CODE: (SP)

DATE: 08/25/2009

SUBJECT: Colored and Imprinted Concrete Median and Island Pavement

Section 616, Median and Island Pavement, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable to Colored And Imprinted Concrete only.

907-616.01--Description. This work consists of furnishing all labor, materials, tools, tests, royalties, services and other incidentals as may be required for the good and proper completion of the colored and imprinted concrete island and median pavement.

The locations for colored and imprinted concrete island and median pavement are shown on the plans, but generally are limited to all proposed concrete islands and concrete median end noses.

The Contractor is advised of additional notes on the plans which call attention to particular requirements or conditions regarding colored and imprinted concrete island and median pavement.

Quality Assurance. Installation shall be performed by an installer with at least one year experience in the placement of colored and imprinted concrete paving systems.

907-616.02--Materials. Colored concrete materials and imprinting tool release agents shall meet the following requirements.

- A. Coloring Agents: Contractor may elect to color the concrete integrally, or may apply dry-shake to the surface of the freshly poured concrete. Whichever method is used, the coloring agent shall be a mineral oxide pigment approved by the Engineer.

Colors for colored and imprinted concrete shall be selected by the Engineer from Standard or Designer color charts, or an approved manufacturer's color charts.

- B. Curing and Finishing Material: Contractor shall utilize a color-matched curing and finishing material recommended by the manufacturer. Curing materials or methods for uncolored concrete shall not be used with Colored and Imprinted Concrete.
- C. Release Agent: Contractor shall utilize a dry-shake powder to facilitate the release of the concrete imprinting tools. The color of the release agent shall match the selected main coloring agent chosen by the Engineer for the concrete.
- D. Imprinting Tools: Tools shall be of high quality and shall provide uniform control of joint depth.

- E. Imprint Tool Pattern: The imprint pattern to be used for all concrete imprinting shall be a 4" x 8" brick herringbone pattern, with a 4" x 8" matching soldier course border used along the perimeter of all proposed concrete islands and median end noses. The Contractor shall reference the plans for pattern layout and orientation of the imprint patterns.

Once the color, method of coloring, and the imprinting tools have received approval from the Engineer, the Contractor shall provide a 4-foot square test panel, separate from proposed island and median end nose areas, to be reviewed and approved by the Engineer. Engineer will evaluate color as compared to color chart and texture of broom finish.

Subsequent test panels may be required, if the finish, imprint quality, or color is unacceptable to the Engineer. The Contractor shall remove unaccepted test panels immediately from site. Accepted panel shall remain until all colored concrete islands and median end noses have been completed by the Contractor, at which time the Contractor shall then remove the acceptable test panel from the site.

907-616.03.4--Handling, Measuring, Proportioning, and Mixing Materials. Should an integral coloring method be selected by the Contractor, the Contractor shall mix coloring agent in strict accordance with the approved manufacturer's written instructions. Copies of the manufacturer's written instructions shall be furnished to the Engineer prior to manufacture and placement of colored concrete.

Should a dry-shake applied coloring method be selected by the Contractor, the Contractor shall measure and apply coloring agent in strict accordance with the approved manufacturer's written instructions. Copies of the manufacturer's written instructions shall be furnished to the Engineer prior to manufacture and placement of colored concrete.

907-616.03.4--Protection and Curing. Protection and curing materials and methods of application for colored and imprinted concrete shall be in strict accordance with the approved manufacturer's written instructions. Copies of the manufacturer's written instructions shall be furnished to the Engineer prior to manufacture and placement of colored concrete.

907-616.04--Method of Measurement. Colored and imprinted concrete median and island pavement, completed and accepted, will be measured by the square foot or square yard. Test panels will not be measured for separate payment.

907-616.05--Basis of Payment. Colored and imprinted concrete median and island pavement, measured as prescribed above, will be paid for at the contract unit price per square foot or square yard, which price shall be full compensation for all labor, tools, materials, equipment, test panels, placement of concrete, imprinting the concrete, and all incidental necessary to complete the work.

Payment will be made under:

907-616-C: Colored and Imprinted Concrete Median and
Island Pavement, Thickness

- per square foot or
square yard

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-626-5

CODE: (SP)

DATE: 07/27/2017

SUBJECT: Thermoplastic Blue ADA Markings

Section 626, Thermoplastic Traffic Markings, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-626.04--Method of Measurement. Delete the second paragraph of Subsection 626.04 on page 495 and substitute the following.

Detail traffic stripe will be measured by the linear foot from end-to-end of individual stripes. Measurements will be made along the surface of each stripe and will exclude skip intervals where skips are specified. Stripes more than four inches in width will be converted to equivalent lengths of 4-inch stripe.

Legend, which is to include railroad markings, pedestrian crosswalks and stop lines, will be measured by the square foot or linear foot. Pay areas of individual letters and symbols will usually be shown on the plans and measured by the square foot. Transverse railroad bands, pedestrian crosswalks and stop lines will generally be measured by the linear foot, in which case, stripes more than four inches in width will be converted to equivalent lengths of 4-inch widths. Cold Plastic Legend, Handicap Symbol of the color specified will be measured per each as determined by actual count in place.

After the last sentence of the last paragraph of Subsection 626.04 on page 495, add the following.

Cold Plastic Legend, Handicap Symbol of the color specified will be measured per each as determined by actual count in place.

907-626.05--Basis of Payment. Add the following to the list of pay items on page 496.

907-626-G Thermoplastic Detail Stripe, Blue-ADA - per linear foot

907-626-H: Thermoplastic Legend, Handicap Symbol, Color - per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-637-2

CODE: (IS)

DATE: 11/15/2017

SUBJECT: Traffic Signal Conduit and Pull Boxes

Section 637, Traffic Signal Conduit and Pull Boxes, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-637.02--Materials.

907-637.02.1--Pull Box / Enclosures. Delete the first sentence of the second paragraph of Subsection 637.02.1 on page 558, and substitute the following.

For grade level pull boxes and enclosures only, Tier 22 (22,500-pound design load, 33,750-pound test load) enclosures with minimum size dimensions as shown in the detail drawings on the plans shall be installed for use in traffic signal construction. Enclosure boxes shall be open bottom.

Delete the fourth sentence of the second paragraph of Subsection 637.02.1 on page 558.

907-637.03--Construction Requirements.

907-637.03.1--Pull box/Enclosures. Delete the sixth sentence of the first paragraph of Subsection 637.03.1 on page 559, and substitute the following.

Enclosures located in soil or sodded areas shall be installed with a supporting poured concrete collar or approved composite collar assembly, as shown by details on the plans.

907-637.03.2.1--Conduit Duct Bank. Delete the first sentence of subparagraph a) under Bored or drilled conduit in Subsection 637.03.2.1 on page 560, and substitute the following.

All conduits under railroad tracks shall be horizontal directional bored or drilled at a minimum of ten (10) feet below the railroad bed, or as required by the Railroad Company.

Delete Subsections 637.03.2.4 and 637.03.2.5 on pages 561 & 562, and substitute the following.

907-637.03.2.4--Blank.

907-637.03.2.5--Blank.

907-637.04--Method of Measurement. Delete subparagraphs a) and b) in Subsection 637.04 on page 563, and substitute the following.

- a) From center to center of pull box and/or foundation.

- b) Any above ground vertical conduit runs, as indicated in the plans. Measurement in underground conduit is only in the horizontal plane and no additional quantity shall be added for conduit depth or change in elevation of the conduit.

907-637.05--Basis of Payment. Delete the fourth and fifth paragraphs of Subsection 637.05 on page 564, and substitute the following.

Duct Plugs and Sealant will be included in the cost of the conduit and will not be measured separately.

Delete the pay items listed on page 564 and substitute the following.

907-637-A:	Pull Box Enclosure, <u>Type</u>	- per each
907-637-B:	Pull Box Enclosure, Structure Mounted, <u>Type</u>	- per each
907-637-C:	Traffic Signal Conduit, Underground, <u>Type, Size</u>	- per linear foot
907-637-D:	Traffic Signal Conduit, Underground Drilled or Jacked, <u>Type, Size</u>	- per linear foot
907-637-E:	Traffic Signal Conduit, Structural Conduit, <u>Type, Size</u>	- per linear foot
907-637-F:	Traffic Signal Conduit, Aerial Supported, <u>Type, No., Size</u>	- per linear foot
907-637-G:	Traffic Signal Conduit, Underground Encased in Concrete, <u>Type, Size</u>	- per linear foot
907-637-H:	Traffic Signal Conduit Bank, Underground, <u>Type, No., Size</u>	- per linear foot
907-637-I:	Traffic Signal Conduit Bank, Underground Drilled or Jacked, <u>Type, No., Size</u>	- per linear foot
907-637-J:	Traffic Signal Conduit Bank, Structural Conduit, <u>Type, No., Size</u>	- per linear foot
907-637-K:	Traffic Signal Conduit Bank, Aerial Supported, <u>Type, Size and Number</u>	- per linear foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-659-1

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Traffic Management Center (TMC) Modifications

Section 907-659, Traffic Management Center (TMC) Modifications, is hereby added to and made part of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-659 - TRAFFIC MANAGEMENT CENTER (TMC) MODIFICATIONS

907-659.01--Description. The MDOT Statewide Traffic Management Center (TMC) is located in the Traffic Engineering Division in the MDOT Shop Complex at 2567 North West Street, Jackson, Mississippi. Regional and City Traffic Management Centers may be located statewide. The following is a list of existing/planned centers and their addresses:

City of Jackson TMC – 300 North State Street, Jackson, Mississippi (basement)

Northwest Regional Combined TMC – 8791 Northwest Drive, Southaven, Mississippi (Police Department)

City of Ridgeland TOC – 304 Hwy 51, Ridgeland, Mississippi (City Hall)

Oxford Combined TMC – 715 Mollybarr Road, Oxford, Mississippi (Oxford Police Department)

Hattiesburg Regional TMC/EOC – 6356 Hwy 49N, Hattiesburg, Mississippi (MDOT District 6 Headquarters)

Batesville Regional TMC/EOC – 150 Hwy 51N, Batesville, Mississippi (MDOT District 2 Headquarters)

Natchez Combined TMC – 233 Devereaux Drive, Natchez, Mississippi (Police Department)

Gulf Regional TMC – 16499 Hwy 49, Saucier, Mississippi (MDOT Lyman Project Office)

Additional Traffic Management Centers may be added as needed.

907-659.02--Blank.

907-659.03--Construction and Operation Requirements.

907-659.03.1--TMC Modifications. The MDOT TMC modifications required to integrate and operate the traffic systems and devices shall be provided. These include, but are not limited to, expanding the central video management system, interconnecting the appropriate number of video interfaces to the TMC video management systems, expanding the MSTraffic backbone network through radio communications, wireless communications, T1 lines or fiber communications, expanding the TACTICS signal system, or upgrading existing signal systems, expanding or modifying existing adaptive control signal software systems (i.e. SCOOT, ACS Lite, etc.), expanding the Automated Traffic Management System (ATMS), and integrating all the existing

computing facilities. All TMC modifications must meet U.S. Department of Transportation Intelligent Transportation System (ITS) Standards, Policies, and Architectures as well as MDOT's applicable Statewide or Regional Architecture.

907-659.03.2--TMC Modifications - Monitor Systems. Roadway traffic monitor locations shall provide local control functions related to traffic slowdowns and other congestion monitors as defined by MDOT Traffic Engineering. Additionally, the traffic monitor systems shall provide on-line data for use by the existing MDOT ATMS for engineering, operations, planning, incident, and mstraffic.com purposes. This data shall include, but is not limited to, per vehicle data raw data which shall be transmitted to and stored and managed by the ATMS. The traffic monitor systems shall be capable of utilizing both or either loop, microloop, radar, and/or video detection information. The system shall provide a consistent communication and management system regardless of detection methods used. All Traffic Monitoring Systems must meet U.S. Department of Transportation Intelligent Transportation System (ITS) Standards, Policies, and Architectures as well as MDOT's applicable Statewide or Regional Architecture.

907-659.03.3--TMC Modifications – Installation Requirements. All equipment shall be installed according to the manufacturer's recommendations, the Plans and as follows:

- 1) Any new, additional or updated drivers required for the existing ATMS software to communicate and control new devices installed by Contractor shall be the responsibility of the Contractor.
- 2) Installation of all equipment and software shall be included. The Contractor must provide the MDOT ITS Manager with an Installation Schedule. The Installation Schedule must be approved by the State Traffic Engineer.
- 3) All equipment and software must be fully functional and pass a Final Inspection by the ITS Manager and Project Engineer before being accepted by MDOT.

907-659.03.4--MDOT Employee Training. Training shall be provided covering the system architecture, operations, and maintenance of the TMC systems. If training requirements include travel on the part of training participants then the cost of the travel shall be included.

907-659.04--Method of Measurement. Traffic Management Center Modifications and Traffic Management Center Modifications – Monitor Systems, complete in place, tested and accepted, will be measured per each intersection or on a lump sum basis. Traffic Management Center Modifications – Training will be measured on a lump sum basis.

907-659.05--Basis of Payment. Traffic Management Center Modifications, Traffic Management Center Modifications – Monitor Systems, and Traffic Management Center Modifications - Training, measured as prescribed above, will be paid for at the contract unit price per each or contract lump sum price, which price shall be full compensation for furnishing all materials for all installing, connecting, cutting, pulling and testing and for all equipment, tools, labor and incidentals necessary to complete the work.

Payment will be made under:

907-659-A: Traffic Management Center Modifications - per each or lump sum

907-659-B: Traffic Management Center Modifications – Monitor Systems - per each
or lump sum

907-659-C: Traffic Management Center Modifications – Training - lump sum

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-663-3

CODE: (SP)

DATE: 08/02/2017

SUBJECT: Networking Equipment

Section 907-663, Network Switch, is hereby added to and becomes part of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-663 -- NETWORKING EQUIPMENT

907-663.01--Description. This section specifies the minimum requirements for providing networking communication equipment, including network switches, terminal servers, fiber optic modems, cell modems, and associated cabling, furnished and installed.

Type A, Type B, Type D, Type E, and Type F switches shall be environmentally hardened and rated for an operating temperature of 70 degrees celcius. These switches support Intelligent Transportation Elements deployed on arterial streets and the highway system. Elements include but are not limited to traffic signals, dynamic message signs, surveillance cameras, and vehicle detection systems. Type C switches will support the Intelligent Transportation System and be installed in the Traffic Management Center and Communications Huts which are environmentally controlled. Type C switches are not required to be hardened.

This Section also specifies the minimum requirements for stand alone and network switch module Terminal Servers, stand alone and network switch module cellular modems, and Category 6 cable. The Terminal Servers shall be hardened. The Terminal Server device, also commonly referred to as a Port Server device, will be used to communicate bi-directionally between IP-based Ethernet network systems and existing field devices that communicate or are controlled via a full-duplex serial interface. Cellular modems shall be used to communicate via cell to remote sites such as portable traffic signal sites, portable CMS, smart work zones or ITS site locations, or sites or devices, that need serial or Ethernet communication that can be provided over cellular service.

The Category 6 cable will be installed in conduit and cabinets between elements that are within 300 feet of each other to eliminate the need for two hardened switches. The work shall consist of providing all labor, materials, equipment, and incidentals necessary to furnish, install, and test the networking equipment.

907-663.02--Materials. Network Switches Type A, Type B, Type C, Type D, Type E, Terminal Servers, Cell Modems, and associated cabling will be placed in the field device cabinets and shall meet the following requirements:

907-663.02.1--Network Switch Requirements. The Type A, Type B, Type C, Type D, Type E and Type F Network switches shall adhere to the following minimum requirements.

- 1) Field switch optical ports shall meet the following:

- a. The minimum optical budget between transmit and received ports shall be 18dB.
 - b. Shall include LC connector types.
 - c. Optical receiver maximum input power level shall not be exceeded.
 - d. Optical attenuators shall be added as needed; fiber optic attenuator patch cords shall be in accordance with Section 657 of the Standard Specifications. It is the Contractor's responsibility to determine where attenuators are needed and shall be included in the cost of the switch.
 - e. The Contractor shall be required to measure the optical power on each optical port to ensure that power entering the receiver is within the acceptable power budget of the optical port.
 - f. Optical interface equipment shall operate at 1310 nm.
- 2) Operate from 100 VAC to 200 VAC.
 - 3) The field switches [this excludes Type C] shall operate between -34° to +74° Celsius, including power supply.
 - 4) The field switches [this excludes Type C] shall operate from 10% to 90% non-condensing humidity.
 - 5) Meet the IEEE 802.3 (10Mbps Ethernet) standard.
 - 6) Meet the IEEE 802.3u (Fast Ethernet 100 Mbps) standard.
 - 7) Meet the IEEE 802.3x (Full Duplex with Flow Control) standard.
 - 8) Meet the IEEE 802.1p (Priority Queuing) standard.
 - 9) Meet the IEEE 802.1Q (VLAN) standard per port for up to four VLAN's.
 - 10) Meet the IEEE 802.1w (Rapid Spanning Tree Protocol) standard.
 - 11) Meet the IEEE 802.3ad (Port Trunking) standard for a minimum of two groups of four ports.
 - 12) The field switches shall meet IEEE 802.3D (Spanning Tree Protocol) standard.
 - 13) Capable of mirroring any port to any other port within the switch.
 - 14) Password manageable through:
 - a. SNMP
 - b. Telnet/CLI
 - c. HTTP (Embedded Web Server) with Secure Sockets Layer (SSL)
 - 15) Full implementation of SNMPv1 and SNMPv2c.
 - 16) Full implementation of GVRP (Generic VLAN Registration Protocol).
 - 17) Full implementation of IGMP and IGMP snooping.
 - 18) Minimum MTBF of 100,000 hrs using Bellcore TS-332 standard.
 - 19) Full implementation of RFC 783 (TFTP) to allow remote firmware upgrades.
 - 20) UL approved.
 - 21) The field switch shall provide status indicators as follows: 1) power on an off, 2) network status per port (transmit, receive, link, speed), and 3) status indicators shall be LED.
 - 22) Unused ports (copper and optical) shall be covered with rubber or plastic dust caps/cover.

907-663.02.1.1--Type A Network Switch. Type A network switches shall adhere to the following minimum requirements.

- 1) Minimum of six 10/100/1000 Base-TX ports. Each port shall connect via RJ-45 connector.
- 2) Minimum of two 1000 Base Long Reach optical ports.
- 3) Full implementation of RMON I and RMON II.
- 4) Rack, shelf or DIN Rail mountable. If shelf mounted, the Contractor must furnish and install a shelf if shelf space is not available in the facility. Any shelf used shall be ventilated as per the Network Switch manufacturer recommendation.

- 5) All power transformers provided shall be “fastening mechanism” type. No plug-in types shall be permitted. All corded transformers shall be mountable with the ability to neatly secure power cords.

907-663.02.1.2--Type B Network Switch. Type B network switches shall adhere to the following minimum requirements.

- 1) Minimum of twelve 10/100/1000 Base-TX ports. Each port shall connect via RJ-45 connector.
- 2) Minimum of one 10/100/1000 Base-TX ports. Each port shall connect via RJ-45 connector.
- 3) Full implementation of RMON I and RMON II.
- 4) Minimum of two 1000 Base Long Reach optical ports.
- 5) Rack, shelf or DIN Rail mountable. If shelf mounted, the Contractor must furnish and install a shelf if shelf space is not available in the facility. Any shelf used shall be ventilated as per the Network Switch manufacturer recommendation.
- 6) All power transformers provided shall be “fastening mechanism” type. No plug-in types shall be permitted. All corded transformers shall be mountable with the ability to neatly secure power cords.

907-663.02.1.3--Type C Network Switch. Type C network switches shall be installed in the communication hubs and shall meet the following requirements:

- 1) Each switch shall be populated with modules including the following features and capabilities:
 - i. Layer 2/3 switching and routing services
 - ii. Minimum of 64Gbps/48Mpps module Bandwidth
 - iii. Min of 8-GE uplink ports available per network switch assembly. The Contractor shall provide an uplink SFP optical module compatible with the interface for the uplink as indicated in the Location & Configuration of Communication Nodes notice to bidders for each uplink
 - b. In one (or more)Fiber SFP-based module(s): a minimum of 48 1000Base-X (SFP-based) compatible access ports and a minimum of 8 1000Base-X (SFP-based) uplink ports. The Contractor shall provide whichever is greater between a min number of SFP optic modules to interface to the fiber as indicated in the plans and NTBs, or a min of 14 and shall meet the following minimum requirements:
 - i. Optical budget of 18dB
 - ii. Hot-swappable network modules
 - iii. Same optical wavelength as Type A & B switches
 - iv. Same optical transmitter power as Type A & B switches
 - c. In one (or more) modules: 24 Ethernet 10/100/1000 RJ-45 ports
- 2) Optical receiver maximum input power level shall not be exceeded.
- 3) Optical attenuators shall be added as needed; fiber optic attenuator patch cords shall be in accordance with Section 657 of the Mississippi Standard Specifications for Road and Bridge Construction. It is the Contractor's responsibility to determine where attenuators are needed and shall be included in the cost of the switch.
- 4) 19" rack mountable.
- 5) Operate from 5° to 40° Celsius.

- 6) NEBS Level 3 compliant.
- 7) Operate from 10 to 80 non-condensing humidity
- 8) Designed as a chassis with easy to remove modules.
- 9) Chassis backplane shall be passive.
- 10) All modules shall be hot-swappable.
- 11) Meet the IEEE 802.1d (Virtual Bridge) standard.
- 12) Meet the IEEE 802.1x (authentication) standard.
- 13) Meet the requirements of :
 - a. IEEE 802.3z
 - b. IEEE 802.3ab
 - c. GR-20-CORE: Generic requirements for Optical Fiber and Optical Fiber Cable
 - d. GR-326-CORE: Generic Requirements for Singlemode
- 14) Full implementation of RIP protocol as outlined by RFCs: 1058, 1723, 1812
- 15) Full implementation of OSPF protocol as outlined by RFCs: 2178, 1583, 1587, 1745, 1765, 1850, 2154, 2328, 1850, 1997, 2385, 2439, 2842, 2918, 2370.
- 16) Capable of mirroring any port to any other port within the switch.
- 17) Password manageable through SSH (Secure Shell).
- 18) Full implementation of MLD (Multicast Listener Discovery).
- 19) Full implementation of IGMPv2.
- 20) Full implementation of PIM-SM and PIM-DM.
- 21) Comply with FCC 47 CRF Part 15 Class A emissions.
- 22) Bandwidth flow rate limiting policing support per port.
- 23) Full security implementation of
 - a. Support SSH, 802.1x (rel 2)
 - b. Access Control Lists (ACL's)
 - c. RADIUS authentication
 - d. TACACS+ authentication
- 24) Have redundant power supplies installed.
- 25) The power supply units shall be hot swappable.
- 26) Switch assembly shall have a minimum of 4 module slots.
- 27) Blank covers for all remaining slots.

907-663.02.1.4--Type D Network Switch. Type D network switches shall be of chassis design. The switch shall be able to accept a minimum of four (4) different type modular cards and have Layer 2 switch and Layer 3 routing capabilities. The Type D network switch shall meet the minimum requirements specified below:

- 1) The switch shall be chassis designed with a minimum of four (4) module slots.
- 2) Each switch shall be able to accept the following type modules:
 - a. Ethernet module:
 - i. A minimum number of six (6) 10/100Base-TX compatible RJ45 ports.
 - ii. The Contractor shall provide the minimum number of modules necessary to meet or exceed the required number of ports as indicated in the plans and NTBs.
 - iii. Total required bandwidth shall per chassis shall not exceed 10 Gbps
 - b. Fiber based modules:
 - i. The module shall accept SFP type fiber modules

- ii. The Contractor shall supply any necessary fiber modules that meet the requirements of speed, type of fiber, and link budget connection.
- iii. The Contractor shall provide the minimum number of modules necessary to meet or exceed the required number of ports as indicated in the plans and NTB
- c. WAN module:
 - i. T1, DS3 or Metro Ethernet Interface (as per NTB or project plans)
 - 1) The Interface shall be T1, DS3 or Metro Ethernet
 - 2) The ports shall connect via RJ45 connector.
 - ii. Cellular Interface
 - 1) Contractor shall provide information to the Project Engineer to enable activation of the modem.
 - 2) Contractor shall get prior approval from the Project Engineer on selection of cellular radio type (HSPA/EVDO)
- d. Terminal Server module:
 - i. Module that meets Terminal Server requirements Subsection 663.02.6.
- e. Power Supply module:
 - i. The power module provided shall be "screw terminal block" type. No pluggable terminal block.
 - ii. Input power: Same as Type A and Type B switches.
 - iii. Power module shall be hot-swappable.
 - iv. The Contractor shall supply the necessary amount of power supplies to meet power requirements for all cards installed and the chassis itself
- 3) Software license shall provided to match functionality of installed modules.
- 4) Shall be DIN or Panel mountable.
- 5) The switch shall provide layer 2 and 3 switching and routing services
- 6) Meet the IEEE 802.1d (Virtual Bridge) standard.
- 7) Meet the IEEE 802.1x (authentication) standard.
- 8) Password manageable through SSHv2 (Secure Shell).
- 9) Full implementation of VRRP.
- 10) Comply with FCC 47 CFR Part 15 Class A emissions.
- 11) Bandwidth flow rate limiting policing support per port.
- 12) Full security implementation of
 - a. Support SSH2, 802.1x (rel 2)
 - b. Access Control Lists (ACL's)
 - c. RADIUS
- 13) Blank covers for all remaining slots.
- 14) Electronic surfaces shall be covered with conformal coating for additional environmental protection.

907-663.02.1.5--Type E Network Switch. Type E network switches will be installed in locations where multiple backbone fibers converge or high concentration of ports are needed for a field location but need a hardened switch and shall meet the following requirements:

- 1) Each switch shall be populated with redundant switch fabric modules that meet the following minimum requirements:
 - a. Layer 2/3 switching and routing services
 - b. 64Gbps/48Mpps module Bandwidth

- c. Min of 2-GE uplinks available per card with a minimum capability to expand to 8. The Contractor shall provide an uplink SFP optical module compatible with the interface for the uplink as indicated in the Location & Configuration of Communication Nodes notice to bidders for each uplink.
- 2) Optical interfaces shall include 1000 Base-X (SFP-based module(s)) with a minimum of 8 ports. The Contractor shall provide whichever is greater between a min number of SFP optic modules to interface to the fiber as indicated in the plans and NTBs, or a min of six (6) and shall have a minimum Optical budget of 18dB and be the same optical wavelength as Type A & B switches.
 - a. Optical receiver maximum input power level shall not be exceeded.
 - b. Optical attenuators shall be added as needed; fiber optic attenuator patch cords shall be in accordance with Section 657 of the Standard Specifications. It is the Contractor's responsibility to determine where attenuators are needed and shall be included in the cost of the switch.
- 3) Include a minimum 8 Ethernet 10/100/1000 ports
- 4) 19" rack mountable.
- 5) Operate from -30° to +70° Celsius.
- 6) Operate from 10 to 90 non-condensing humidity
- 7) Chassis backplane shall be passive.
- 8) All modules shall be hot-swappable.
- 9) Meet the IEEE 802.1d (Virtual Bridge) standard.
- 10) Meet the IEEE 802.1x (authentication) standard.
- 11) Meet the requirements of :
 - a. IEEE 802.3z
 - b. IEEE 802.3ah
 - c. GR-20-CORE: Generic requirements for Optical Fiber and Optical Fiber Cable
 - d. GR-326-CORE: Generic Requirements for Singlemode
- 12) Full implementation of RIP protocol as outlined by RFCs: 1058, 1723, 1812
- 13) Full implementation of OSPF protocol as outlined by RFCs: 2178, 1583, 1587, 1745, 1765, 1850, 2154, 2328, 1850, 1997, 2385, 2439, 2842, 2918, 2370.
- 14) Capable of mirroring any port to any other port within the switch.
- 15) Password manageable through SSHv2 (Secure Shell).
- 16) Full implementation of GMRP (Generic Multicast Registration Protocol).
- 17) Full implementation of IGMPv2.
- 18) Full implementation of PIM-SM and PIM-DM.
- 19) Full implementation of DVMRPv3.
- 20) Full implementation of VRRP.
- 21) Comply with FCC 47 CRF Part 15 Class A emissions.
- 22) Bandwidth flow rate limiting policing support per port.
- 23) Full security implementation of
 - a. Support SSH2, 802.1x (rel 2)
 - b. Access Control Lists (ACL's)
 - c. RADIUS
 - d. TACACS
- 24) Have redundant power supplies installed.
- 25) Blank covers for all remaining slots.
- 26) Have options or modules to add a terminal server as specified in Subsection 663.02.2

27) Have options or modules to add a cellular interface as specified in Subsection 663.02.3

907-663.02.1.6--Type F Network Switch. Type F network switches will be layer 3 switches installed in field locations with wireless communications or access points and shall meet the following requirements:

- 1) Each switch shall be populated with switch modules that meet the following minimum requirements:
 - a. Layer 2/3 switching and routing services
 - b. 20Gbps Aggregate Bandwidth
 - c. Min of 4-GE uplinks available per switch with a minimum of 2 being fiber ports. The Contractor shall provide an uplink SFP optical module compatible with the interface for the uplink as indicated in the Location & Configuration of Communication Nodes notice to bidders for each uplink.
 - d. SD flash port for swappable Management Card configuration
 - e. Supports High Density Power over Ethernet (PoE) for up to 8 devices
 - f. Supports Cisco Common Industrial Protocol (CIP)
 - g. Support of SCADA (Supervisory Control And Data Acquisition) connectivity.
 - h. Can be supported with IP services.
 - i. 5 year PID warranty
- 2) In addition to the uplink ports, interfaces ports shall include:
 - a. 8 PoE 10/100/1000
 - b. 4 SFP ports
 - i. Optical receiver maximum input power level shall not be exceeded.
 - ii. Optical attenuators shall be added as needed; fiber optic attenuator patch cords shall be in accordance with Section 657 of the Mississippi Standard Specifications for Road and Bridge Construction. It is the Contractor's responsibility to determine where attenuators are needed and shall be included in the cost of the switch.
- 3) Din Rail Mountable.
- 4) Operate from -40° to +70° Celsius.
- 5) Operate from 5 to 95 non-condensing humidity
- 6) Supports IEEE 802.1AE MACsec, Security Group Access Control Lists (SGACL)
- 7) Meet the IEEE 802.1d (Virtual Bridge) standard.
- 8) Meet the IEEE 802.1x (authentication) standard.
- 9) RIPng, OSPFv6, and EIGRPv6 support
- 10) Full implementation of GMRP (Generic Multicast Registration Protocol).
- 11) Full implementation of IGMPv2.
- 12) Full implementation of PIM-SM and PIM-DM.
- 13) Full implementation of DVMRPv3.
- 14) Full implementation of VRRP.
- 15) Supports Redundant DC input voltage
- 16) Power supplies with PoE support and 6-foot minimum power cord(s).

907-663.02.2--Terminal Server. Terminal server shall adhere to the following minimum requirements.

- 1) 10/100 Base-T Ethernet port connection

- 2) RJ-45/DB9 Serial port connection
- 3) RS-232/422/485 selectable serial connections
- 4) Baud rates up to 230 Kbps
- 5) Full Modem and hardware flow control
- 6) TCP/UDP Socket Services
- 7) UDP Multicast
- 8) Telnet and Reverse Telnet
- 9) Modem emulation
- 10) SNMP (Read/Write)
- 11) PPP
- 12) Port buffering
- 13) HTTP
- 14) Remote management
- 15) DHCP/RARP/ARP-Ping for IP address assignment
- 16) LED status for link and power
- 17) The Terminal Server shall support a minimum of Four (4) bi-directional serial communications over Ethernet 10/100 Base-TX.
- 18) Each Terminal Server shall have a minimum of four (4) EIA-232/422/485 serial interface ports. These ports shall be individually and independently configurable, directly or over the network, to EIA-232/422/485 mode of operation as defined by the EIA for data format, data rate and data structure (e.g., the number of bits, parity, stop bits, etc.). Each serial port shall support up to 230 Kbps.
- 19) Each serial port shall support IP addressing and socket number selection.
- 20) The equipment shall provide the capability to establish an IP connection directly from a workstation to any encoder IP address and socket number transport serial data.
- 21) Each Terminal Server shall have an Ethernet Interface (10/100Base-TX protocol, Full/Half-Duplex, Auto Sense (802.3), RJ-45).

907-663.02.3--Cell Modem. Cellular Modem, and associated equipment shall be new and constructed using the highest quality, commercially available components and techniques to assure high reliability and minimum maintenance and meet the following requirements.

907-663.02.3.1--Functional Requirements. Cellular Modem, antenna, wiring assemble, configuration software, and installation necessary shall be provided and furnished for a working cellular wireless communication connection in accordance with plans and specifications and compatible with the requirements of the MDOT system, and the wireless service carrier used by MDOT. Unless otherwise indicated on the plans, all items that are required to complete the installation and ensure an operational system shall be supplied by the Contractor whether listed above or not. Items required but not listed above shall be at no direct pay. All components supplied by the Contractor are the responsibility of the Contractor. It shall be the responsibility of the Contractor to properly configure and deliver a working cellular communications system. It shall be the responsibility of the Contractor to determine the final configuration of all electrical connections. Cellular account setup shall be coordinated with MDOT Traffic Engineering Division. Warranty and cellular carrier account shall be transferred into MDOT's name upon acceptance of the project.

907-663.02.3.2--Cellular Modem System. The cellular modem shall adhere to the following

minimum requirements.

- 1) Model and Type provided shall be pre-approved on a MDOT cellular service carrier.
- 2) Highest available on a MDOT cellular service carrier of 4G, EVO, or higher service.
- 3) Minimum of one 10/100 Base-T RJ45 Ethernet port
- 4) Minimum of one RS-232 serial port
- 5) Minimum of one external antenna connector
- 6) GPS Data available
 - a. Acquisition Time under 2 seconds
 - b. Accuracy: under 5m 90% of time
 - c. Tracking Sensitivity: -161 dBm
- 7) Device Configuration and Management Software via web interface.
- 8) Communications and Protocols supported:
 - a. Network: TCP/IP, UDP/IP, DNS
 - b. NAT and DHCP routing with VLAN, VRRP, and Static Routes configurable
 - c. Includes TELNET, SMTP, SNMP, SMS sessions and services
 - d. Serial: TCP/UDP PAD Mode, Modbus (ASCII,
 - e. GPS: NMEA V3.0, TAIP, RAP
 - f. Provides VPN security with up to five (5) tunnels
- 9) Provides event reporting for GPS/AVL, Network Parameters, Data Usage, Time, Power, and Device Temperature over SMS, SNMP, or Email, SNMP.
- 10) Input Voltage: 10 to 36 VDC
- 11) Operating Temperature of -30° to +70° Celsius

907-663.02.4--Category 6 Cable. Category 6 cable shall adhere to the following minimum requirements.

- 1) 4 Pair #24 AWG UTP Category 6 Cable
- 2) This item is paid for Category 6 cables installed between cabinets and does not apply to other patch cords installed inside cabinets or huts.
- 3) Supplied Category 6 cable shall be suitable for use outdoors in duct and as a minimum meet the following requirements:
- 4) Fully water blocked
- 5) Conforms to the National Electrical Code Article 800
- 6) UL 1581 certified
- 7) Voltage Rating 300 Volts or greater
- 8) Operating and installation temperature (-4°F to 140°F)
- 9) Bend Radius 10 x Cable OD or smaller
- 10) Recommended for 1000Base-T applications for a distance of 100 meters.

907-663.02.4.1--Category 6 Patch Cords. The Cat 6 Patch Cords shall be furnished and installed as needed to connect the Network Switches with other equipment. Cat 6 Patch Cords shall be considered an incidental component for this project and furnished and installed as needed to provide a functional system. Cat 6 Patch Cords shall meet the following minimum requirements:

- 1) All patch cords shall be from the same manufacturer.
- 2) Shall incorporate four (4) pair 24 AWG stranded PVC Category 6.

- 3) Shall be factory made; Contractor or vendor assembled patch cords are not permitted.
- 4) Shall be TIA/EIA 568-B.2-1 compliant. Patch Cords shall be compliant to T568B pin configuration (which ever is used).
- 5) Certified by the manufacturer for Category 6 performance criteria.
- 6) Length as needed. Excessive slack is not permitted.

907-663.02.5--Project Submittal Program Requirements. The Contractor shall provide project submittals for network switches including scheduling requirements. The project submittals for network switches, terminal servers, cellular modems, and fiber optic modems shall include but are not limited to the specific requirements in this subsection.

- 1) The Contractor shall submit detailed cut sheets which document compliance with all parameters required in this section. If a parameter is not covered in the cut sheet a signed statement from the manufacturer on letterhead shall be submitted as an attachment. Failure to address all requirements will result in rejection of the submittal.
- 2) The Contractor shall submit documentation and proof of manufacturer-recommended training and certification for the installation and configuration of network switches.
- 3) The Contractor shall submit technical specifications for the minimum transmitter port to receiver port optical attenuation required for the switches to function in accordance with this specification for the optical links shown on the plans.

907-663.03--Construction Requirements. All networking equipment shall be installed according to the manufacturer's recommendations, the Plans and as follows:

- 1) Network switches shall only be configured and installed by the switch manufacturer trained personnel.
- 2) Network switches shall be installed in accordance with manufacturer's guidelines and requirements.
- 3) The Contractor shall request from the Department, switch configuration information (such as IP address, VLAN Tag values, etc.) not more than 30 days after the switch submittals have been approved.
- 4) The Contractor shall provide as needed the necessary Cat 6 patch cords and fiber optic patch cords for a complete and functional installation.
- 5) Category 6 cable installed in conduit shall be installed and terminated per the manufacturers recommended procedures. Slack CAT-6 cable shall be provided in pullboxes as indicated in the plans.
- 6) The Contractor shall provide training for proper management of the equipment installed. This training should cover daily operation as well as maintenance and configuration of the switching equipment installed as part of this project and meet the requirements of Subsection 663.03.4 of this document.
- 7) The Contractor shall provide the MDOT with a written inventory of items received and the condition in which they were received. Inventory shall be inclusive of make, model, and serial numbers, MAC address, and installation GPS coordinates. All equipment shall be installed according to the manufacturer's recommendations or as directed by the MDOT.
- 8) Any new, additional or updated drivers required for the existing ATMS software to communicate and control new Networking Equipment installed by the Contractor shall be the responsibility of the Contractor.

907-663.03.1--Switch Configuration Requirements. The Contractor shall configure network switches as follows:

- 1) All 100 Base-TX ports shall be configured as follows:
 - a. RSTP/STP – Off.
 - b. Unused TX ports shall be disabled.
 - c. Operating TX ports shall be programmed to filter only for the MAC address of the connected device.
- 2) All 1000 Base-FX ports shall be configured as follows:
 - a. RSTP/STP – On.
 - b. IGMP Snooping – On.
- 3) The Type D switch configuration shall be as outline in the Project plans and details.
- 4) All network switches shall be installed and configured with the same firmware configuration. The optimum settings shall be used consistently system-wide. Any locations that require different settings for optimum performance shall be approved by the Engineer.
- 5) The Switches shall be configured to enable multicasting and turn on multicast protocols.
- 6) The Contractor may submit an alternate switch configuration to the ITS Engineer for review and approval; The ITS Engineer will review alternate switch configuration documentation. The goal of the switch configuration is to reduce the network delay, as well as provide network redundancy.
- 7) The Contractor shall submit an electronic copy of all final and approved configurations of all switches to the Project engineer and to the ITS Engineer.

907-663.03.2--Testing. The Contractor shall conduct a Project Testing Program as required below. All costs associated with the Project Testing Program shall be included in the overall contract price; no separate payment will be made for any testing.

- 1) All test results shall confirm physical and performance compliance with these Special Provisions.
- 2) Each test shall fully demonstrate that the equipment being tested is clearly and definitely in full compliance with all project requirements.
- 3) Contractor shall submit all test results documentation to the Engineer for review within 14 calendar days of completion of the tests.
- 4) All tests deemed by the Project Engineer to be unsatisfactorily completed shall be repeated by the Contractor. In the written request for each test occurrence that is a repeat of a previous test, the Contractor shall summarize the diagnosis and correction of each aspect of the previous test. The Contractor shall summarize the diagnosis and correction of each aspect of the previous test that was deemed unsatisfactory. The test procedures for a repeated test occurrence shall meet all the requirements of the original test procedures, including review and approval by the Project Engineer and ITS Manager or designee.
- 5) The satisfactory completion of any test shall not relieve the Contractor of responsibility to provide a completely acceptable and operating system that meets all requirements of this project.

907-663.03.3--Documentation. As-built Plans showing switch configuration and connections shall be provided to the Project Engineer and ITS Engineer in electronic format.

The Contractor shall submit documentation and proof of measured optical power budgets to all optical links of all type switches. All equipment and software must be fully functional and pass a Final Inspection by the ITS Manager and Project Engineer before being accepted by the MDOT

907-663.03.4--Warranty. Minimum warranty requirements shall be as follows.

- 1) All warranties and guarantees shall be assigned to the Mississippi Department of Transportation.
- 2) The warranty shall be a minimum of one (1) year warranty unless otherwise stated.

907-663.03.5--MDOT Employee Training. After the installation is complete, the Contractor shall provide formal classroom training and "hands-on" operations training for proper operation and maintenance of the network switch. The training shall be provided for up to six personnel designated by the ITS Engineer and shall be a minimum of four hours in duration. The training shall cover as a minimum preventive maintenance, troubleshooting techniques, fault isolation and circuit analysis. All training materials shall be provided by the Contractor.

- 1) Prior to training, submit resume and references of instructor(s). Also submit an outline of the training course in a Training Plan. Submit the Training Plan within 90 days of Contract Notice to Proceed. Obtain approval of the Plan from the Engineer and the Traffic Engineering ITS Department. Explain in detail the contents of the course and the time schedule of when the training will be given.
- 2) Furnish all handouts, manuals and product information.
- 3) For the training, use the same models of equipment furnished for the project. Furnish all media and test equipment needed to present the training.
- 4) Training shall be conducted in the Jackson area.
- 5) Training instructor(s) shall be manufacturer-certified, experienced in the skill of training others.
- 6) The training shall be conducted by a trainer with a minimum of four years of experience in training personnel on the operation and maintenance of fiber optic systems.

907-663.04--Method of Measurement. Network Switches of the type specified, Terminal Server, and Cellular modem will be measured per each installation as specified in the Plans.

Category 6 Cable, Installed in Conduit, will be measured by the linear foot, obtained by accurate measurement of the runs including horizontally, vertically, aerially along the messenger cable, from the device to the device cabinet, and with liberal allowances made for slack in boxes, as indicated in the plans.

907-663.05--Basis of Payment. Network Switches, measured as prescribed above, will be paid for at the contract price per each installation, which price shall be inclusive of furnishing, installing, system integration and testing of a Network Switch including all chassis, modules, power cables, power supplies, software, license, fiber optic patch cords, fiber optic attenuator patch cords, Cat 6 patch cords, and all incidental components, attachment hardware, mounting shelf and hardware, testing and training requirements, and all work, equipment and appurtenances as required to provide a fully functional switch ready for use. Type C, Type D, and Type E Network Switch

module cards shall be specified per Project plans or NTBs for each site location. It shall also include all system documentation including: shop drawings, operations and maintenance manuals, wiring diagrams, block diagrams, and other material necessary to document the operation of the switch and network.

Terminal Server, measured as prescribed above, will be paid for at the contract price per each, which price shall be inclusive of furnishing, installing, system integration and testing of a Terminal Server including all incidental components, attachment hardware, mounting shelf and hardware, testing and training requirements, and all work, equipment and appurtenances as required to provide a fully functional Terminal Server ready for use.

Cellular modem, measured as prescribed above, will be paid for at the contract unit price per each, which price shall include the modem, antenna, reset timers, cabling, factory and manufacturing inspection, testing, storage, packaging, shipping, warranty, and all work, equipment, and appurtenances as required to effect the full operation and control of the cellular modem complete in place and ready for use.

Category 6 Cable, Installed in Conduit, measured as prescribed above shall be paid for at the contract price per the linear foot, which price shall include all incidentals necessary to complete the work.

Payment will be made under:

907-663-A: Network Switch, Type ____	- per each
907-663-B: Terminal Server	- per each
907-663-C Cellular Modem	- per each
907-663-D: Category 6 Cable, Installed in Conduit	- per linear foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-672-1

CODE: SP

DATE: 09/06/2017

SUBJECT: Remove and Reset Traffic Signal and ITS Equipment

Section 907-672, Remove and Reset Traffic Signal and ITS Equipment, is hereby added to and made part of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-672--REMOVE AND RESET TRAFFIC SIGNAL AND ITS EQUIPMENT

907-672.01--Description. This work consists of removing and resetting, disassembling, salvaging, storing, relocation and reassembly of existing traffic signal equipment and/or ITS equipment, as shown on the plans or as directed by the Engineer.

Traffic signal equipment typically includes, but not limited to traffic signal controller cabinets and internal components, vehicle and pedestrian signal heads, signal signs, structural supports for traffic signal equipment, foundations, communications, preemption and detection equipment, messenger and tether cables, vehicle detection, conduit, pull boxes, disconnect boxes, meter bases, mounting hardware, power cables, control cables, communication cables, and any associated hardware.

ITS equipment typically includes, but not limited to ITS equipment cabinets, internal cabinet components and equipment, CCTV cameras, structural supports for ITS equipment, foundations, camera extension poles, conduit, pull boxes, junction boxes, disconnect boxes, meter bases, radar data collection equipment and mounting hardware, wireless detection equipment (repeaters, repeater poles, digital radios, etc.), mounting hardware, power cables, control cables, communication cables and any associated hardware.

At the direction of the Engineer, the Contractor shall coordinate removal and resetting of all equipment to minimize operational down time.

907-672.02--Materials. The materials used in this construction shall be of the type and size indicated on the plans and shall conform to the applicable requirements of Section 722, all original equipment manufacturer requirements, and the requirements indicated herein below,

907-672.02.1--Cables. This work shall include the removal, disassembly and disposal of all existing power cables, control cables and communication cables; and installation of new conduit, new power cables, new control cables, and new communication cables. All new cables shall be compliant with the original equipment manufacturer requirements and Subsections 636.03 and 722.03.

907-672.02.2--Conduit. Conduit shall meet the requirements of Subsections 637.03 and 722.05.

907-672.02.3--Pull Boxes. Pull boxes shall be in accordance with the requirements of Subsection 722.06.

907-672.02.4--Miscellaneous Hardware. Miscellaneous hardware shall meet the requirements of Subsection 722.11.

907-672.02.5--Other Miscellaneous Materials. Other miscellaneous materials shall meet the requirements of the appropriate Subsection(s) of Section 722.

907-672.03--Construction Requirements. Existing traffic signal and ITS equipment to be reset, as indicated in the plans, shall be removed, disassembled, clearly tagged with site location information and carefully stored by the Contractor. Prior to equipment removal the Contractor shall be responsible for verifying the integrity and functionality of all equipment being reset in the field.

Refer to Notice To Bidder entitled "Cabinet Modifications" for information on the connection of the ITS devices to the equipment cabinets and testing of the devices.

Once the permanent traffic signal installation work has been completed, and at the direction of the Engineer, all traffic signal and ITS components that are to be reset shall be relocated, reassembled and reinstalled as shown in the plans or as directed by the Engineer. All installation requirements of the original equipment manufacturer shall be followed unless otherwise directed by the Engineer. All normal requirements for the installation of traffic signal equipment and ITS equipment as outlined elsewhere in the specifications will be observed during reinstallation. The Contractor shall take all precautions necessary when removing, labeling, transporting, storing, and re-installing items to protect the equipment from any damage.

Contractor shall perform all removals in such a manner as to not damage or disturb adjacent property, utilities, or other equipment. All areas disturbed by the removal or disassembly of the existing equipment shall be restored to its original condition and to the satisfaction of the Engineer. Where operations require excavation, contractor shall backfill, compact, and level the excavated areas (unless to be used as areas for other installations) so as to form a smooth contour, uniform in density with adjacent ground areas. Where operations require the removal or disturbance of overlying pavement, curb, grass, or sidewalk, remove such pavement and subsequently replace it in kind (or equivalent).

Upon Engineer's approval, the contractor shall install temporary traffic control measures at signalized intersections; where normal operations are effected by the removal and resetting of equipment.

907-672.04--Method of Measurement. Remove and Reset Traffic Signal Equipment will be measured per site as a unit quantity per each, which shall include all materials necessary for the removal and reinstallation of traffic signal equipment including: all new wiring, new cabling, new hardware, foundations, new pull boxes, new conduit, roll pipe, and any other equipment and

incidentals necessary to complete the work.

Remove and Reset ITS Equipment will be measured per site as a unit quantity per each, which shall include all materials necessary for the removal and reinstallation of ITS equipment including: all new wiring, new cabling, new hardware, foundations, new pull boxes, new conduit' roll pipe, splice enclosures, and any other equipment and incidentals necessary to complete the work.

New electric power cables, new CCTV control cables, new communications cables, or other new required electric cables; overhead messenger cable, supporting devices for aerial electric cable; will not be measured for separate payment but shall be included in this pay item. The Contractor shall provide all materials necessary to remove and reset the equipment, including any supports, brackets, hardware, and other incidentals.

907-612.05--Basis of Payment. Remove and. Reset Traffic Signal Equipment, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for removal, disassembly, storage, relocation, reassembly and incidental materials; for all excavating, backfilling, drilling and/or jacking necessary for subsurface installations; for replacing existing sod; encasement in concrete; final cleaning up; and for all labor, equipment, tools and incidentals necessary to complete the work.

Remove and Reset ITS Equipment, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for removal, disassembly, storage, relocation, reassembly and incidentals materials; for all excavating, backfilling, drilling and/or jacking necessary for subsurface installations; for replacing existing sod; encasement in concrete; final clean up; and for all labor, equipment, tools and incidentals necessary to complete the work.

Payment will be made under:

907-672-A: Remove and Reset Traffic Signal Equipment	- per each
907-672-B: Remove and Reset ITS Equipment	- per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-701-1

CODE: (SP)

DATE: 10/23/2018

SUBJECT: Hydraulic Cement

Section 701, Hydraulic Cement, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-701.01--General. In the first sentence of the third paragraph of Subsection 701.01 on page 718, change “mills” to “plants.”

In the second sentence of the seventh paragraph of Subsection 701.01 on pages 718 and 719, change “shall” to “will.”

907-701.02--Portland Cement.

907-701.02.1-General.

907-701.02.1.2--Alkali Content. Delete the sentence in Subsection 701.02.1.2 on page 719, and substitute the following.

The Equivalent alkali content for all cement types in this Subsection shall not exceed 0.60%.

907-701.02.2--Replacement by Other Cementitious Materials. Delete the paragraph in Subsection 701.02.2 on page 719, and substitute the following.

The maximum replacement of cement by weight is 25% for fly ash or 50% for ground granulated blast furnace slag (GGBFS). Replacement contents below 20% for fly ash or 45% for GGBFS may be used, but will not be given any special considerations, such as the maximum acceptance temperature for portland cement concrete containing pozzolans in Subsection 804.02.13.1.5. Special considerations shall only apply for replacement of cement by fly ash or GGBFS.

Delete Subsection 701.02.2.1 on pages 719 and 720, and substitute the following.

907-701.02.2.1--Portland Cement Concrete Exposed to Soluble Sulfate Conditions or Seawater.

When portland cement concrete is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash or GGBFS shall be as follows in Table 1. Class C fly ash shall not be used as a replacement for cement in any of the sulfate exposure conditions listed in Table 1.

Table 1- Cementitious Materials for Soluble Sulfate Conditions or Seawater

Sulfate Exposure	Water-soluble sulfate (SO ₄) in soil, % by mass	Sulfate (SO ₄) in water, ppm	Cementitious material required
Moderate and Seawater	0.10 - 0.20	150 - 1,500	Type I cement with one of the following replacements of cement by weight: 24.5 - 25.0% Class F fly ash, or 49.5 - 50.0% GGBFS or Type II ^{*,**} cement
Severe	0.20 - 2.00	1,500 - 10,000	Type I cement with a replacement by weight of 49.5 - 50.0% GGBFS, or Type II [*] cement with one of the following replacements of cement by weight: 24.5 - 25.0% Class F fly ash, or 49.5 - 50.0% GGBFS

* Type III cement conforming to AASHTO M85 with a maximum 8% tricalcium aluminate (C₃A) may be used in lieu of Type II cement as allowed in Subsection 701.02.1; this cement is given the designation "Type III(MS)."

** Class F fly ash or GGBFS may be added as a replacement for cement as allowed in Subsection 907-701.02.2.

Delete Subsection 701.02.2.2 on page 720, and substitute the following.

907-701.02.2.2--Portland Cement for Soil Stabilization Exposed to Soluble Sulfate Conditions or Seawater. When portland cement for use in soil stabilization is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash or GGBFS shall meet the requirements of Subsection 701.02.2.1.

907-701.04--Blended Hydraulic Cement.

907-701.04.1--General. Delete Subsection 701.04.1.1 on page 720, and substitute the following.

907-701.04.1.1--Types of Blended Hydraulic Cement. Blended hydraulic cements (blended cements) shall be of the following types and conform to AASHTO M 240:

- Type IL – Portland-limestone cement
- Type IP – Portland-pozzolan cement
- Type IS – Portland blast-furnace slag cement

Blended cement Types IL, IP, and IS meeting the "MS" sulfate resistance requirement listed in AASHTO M 240, Table 3 shall have the "(MS)" suffix added to the type designation.

907-701.04.1.2--Alkali Content. Delete the sentence in Subsection 701.04.1.2 on page 720, and substitute the following.

All blended cement types shall be made with clinker that would result in cement meeting the requirements of Subsection 701.02.1.2 when used in the production of AASHTO M 85, Type I or Type II cement.

907-701.04.2--Replacement by Other Cementitious Materials. Delete the paragraph in Subsection 701.04.2 on page 720, and substitute the following.

The maximum replacement of blended cement Type IL by weight is 35% for fly ash or 50% for GGBFS. Replacement contents below 20% for fly ash or 45% for GGBFS may be used, but will not be given any special considerations, such as the maximum acceptance temperature for blended cement concrete containing pozzolans in Subsection 804.02.13.1.5. Special considerations shall only apply for replacement of blended cement by fly ash or GGBFS.

No additional cementitious materials, such as portland cement, blended cement, fly ash, GGBFS, or others, shall be added to or as a replacement for blended cement Types IP and IS.

Delete Subsection 701.04.2.1 on pages 720 and 721, and substitute the following.

907-701.04.2.1--Blended Cement Concrete Exposed to Soluble Sulfate Conditions or Seawater. When blended cement concrete is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash or GGBFS shall be as follows in Table 2. Class C fly ash shall not be used as a replacement for cement in any of the sulfate exposure conditions listed in Table 2.

Table 2- Cementitious Materials for Soluble Sulfate Conditions or Seawater

Sulfate Exposure	Water-soluble sulfate (SO ₄) in soil, % by mass	Sulfate (SO ₄) in water, ppm	Cementitious material required
Moderate and Seawater	0.10 - 0.20	150 - 1,500	Type IL (MS)* cement, Type IL cement with one of the following replacements of cement by weight: 24.5 - 35.0% Class F fly ash, or 49.5 - 50.0% GGBFS, Type IP (MS) cement, or Type IS (MS) cement
Severe	0.20 - 2.00	1,500 - 10,000	Type IL cement with a replacement of cement by weight of 49.5 - 50.0% GGBFS, or Type IL (MS) cement with one of following replacements of cement by weight: 24.5 - 35.0% Class F fly ash, or 49.5 - 50.0% GGBFS

- * Class F fly ash or GGBFS may be added as a replacement for cement as allowed in Subsection 907-701.04.2.

Delete Subsection 701.04.2.2 on page 721, and substitute the following.

907-701.04.2.2--Blended Cement for Soil Stabilization Exposed to Soluble Sulfate Conditions or Seawater. When blended cement for use in soil stabilization is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash or GGBFS shall meet the requirements of Subsection 701.04.2.1.

Delete Subsection 701.04.3 on page 721.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-702-4

CODE: (IS)

DATE: 09/11/2018

SUBJECT: Bituminous Materials

Section 702, Bituminous Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-702.04--Sampling. Delete the sentence in Subsection 702.04 on page 722, and substitute the following.

Sampling of bituminous materials shall be as set out in AASHTO R 66.

907-702.07--Emulsified Asphalt. Delete the last sentence in Subsection 702.07 on page 724, and substitute the following.

Asphalt for fog seal shall conform to the requirements of Subsection 907-702.12, Table V.

907-702.12--Tables. Delete Table V in Subsection 702.12 on page 729, and substitute the following.

**TABLE V
SPECIFICATION FOR FOG SEAL**

Test Requirements	LD-7		CHPF-1		Test Method
	Min.	Max.	Min.	Max.	
Viscosity, Saybolt Furol, @ 25°C, Sec.	10	100	-	100	AASHTO T 72
Storage Stability Test, 24 hr, %	-	1	-	1	AASHTO T 59
Settlement, 5 day, %	-	5	-	-	AASHTO T 59
Oil Distillate, %	-	1	-	-	AASHTO T 59
Sieve Test, % *	-	0.3	-	0.1	AASHTO T 59
Residue by Distillation, %	40	-	40	-	AASHTO T 59
Test on Residue from Distillation					
Penetration @ 25°C, 100g, 5 sec	-	20	40	90	AASHTO T 49
Softening Point, °C	65	-	-	-	ASTM D 36
Solubility in trichloroethylene, %	97.5	-	-	-	AASHTO T 44
Elastic Recovery @ 25°C, %	-	-	40	-	AASHTO T 301
Original DSR @ 82° (G*/Sinδ, 10 rad/sec)	1	-	-	-	AASHTO T 111

* The Sieve Test result is tested for reporting purposes only and may be waived if no application problems are present in the field.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-703-1

CODE: (SP)

DATE: 06/13/2018

SUBJECT: Gradation

Section 703, Aggregates, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-703.03--Course Aggregates for Hydraulic Cement Concrete.

907-703.03.2--Detail Requirements.

907-703.03.2.4--Gradation. In the table in Subsection 703.03.2.4 on page 734, add 100 for the percent passing by weight on the 1½-inch sieve for Size No. 67 aggregates.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-705-1

CODE: (SP)

DATE: 06/13/2018

SUBJECT: Stone Riprap

Section 705, Stone Blanket Protection and Filter Blanket Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-705.04--Stone Riprap. Delete the last sentence of the first paragraph of Subsection 705.04 on page 750, and substitute the following.

Quality requirements for rock to be furnished under these specifications will come from a pre-approved source and be visually approved prior to use.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-707-1

CODE: (SP)

DATE: 06/13/2018

SUBJECT: Flexible Plastic Gaskets

Section 707, Joint Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-707.06--Flexible Plastic Gasket for Joining Conduit. Delete the third paragraph of Subsection 707.06 on page 756, and substitute the following.

The Department may require the performance test described in ASTM C 990.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-711-2

CODE: (IS)

DATE: 09/11/2018

SUBJECT: Plain Steel Wire

Section 711, Reinforcement and Wire Rope, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-711.02--Deformed and Plain Carbon-Steel Bars for Concrete Reinforcing.

907-711.02.3--Steel Welded and Non-Welded Wire Reinforcement, Plain and Deformed, for Concrete.

907-711.02.3.1--Plain Steel Wire. Delete the sentence in Subsection 711.02.3.1 on pages 780 and 781, and substitute the following.

Plain steel wire and plain steel welded wire shall conform to the requirements of AASHTO M 336.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-720-2

CODE: (IS)

DATE: 09/11/2018

SUBJECT: Acceptance Procedure for Glass Beads

Section 720, Pavement Marking Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-720.01--Glass Beads.

907-720.01.4--Acceptance Procedures. Delete the last sentence of the paragraph in Subsection 720.01.4 on page 841, and substitute the following.

Acceptance sampling and testing of glass beads will be in accordance with the Department's Materials Division Inspection, Testing, and Certification Manual, Section 2.9.2 -- Glass Beads.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-721-1

CODE: (SP)

DATE: 11/05/2019

SUBJECT: Materials for Signing

Section 721, Materials for Signing, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-721.06--Reflective Sheeting.

907-720.06.2--Performance Requirements. Delete Table 4 and Table 5 in Subsection 721.06.2 on pages 860 & 861, and substitute the following.

MINIMUM COEFFICIENTS OF RETROREFLECTION
Candela per foot candle per square foot (cd/fc/ft²)
Per ASTM Designation D4956

TABLE 4
Type IX Sheeting

Observation Angle	Entrance Angle	White	Yellow	Green	Red	Blue	Fluorescent Yellow/Green	Fluorescent Yellow	Fluorescent Orange
0.2°	-4.0°	380	285	38	76	17	300	230	115
0.2°	+30.0°	215	162	22	43	10	170	130	65
0.5°	-4.0°	240	180	24	48	11	190	145	72
0.5°	+30.0°	135	100	14	27	6.0	110	81	41
1.0°	-4.0°	80	60	8.0	16	3.6	64	48	24
1.0°	+30.0°	45	34	4.5	9.0	2.0	36	27	14

TABLE 5
Type XI Sheeting

Observation Angle	Entrance Angle	White	Yellow	Green	Red	Blue	Brown	Fluorescent Yellow/Green	Fluorescent Yellow	Fluorescent Orange
0.2°	-4.0°	580	435	58	87	26	17	460	350	175
0.2°	+30.0°	220	165	22	33	10	7.0	180	130	66
0.5°	-4.0°	420	315	42	63	19	13	340	250	125
0.5°	+30.0°	150	110	15	23	7.0	5.0	120	90	45
1.0°	-4.0°	120	90	12	18	5.0	4.0	96	72	36
1.0°	+30.0°	45	34	5.0	7.0	2.0	1.0	36	27	14

SECTION 905 - PROPOSAL

Last Edited 6/12/2018

Date _____

TO: _____

Sirs: The following proposal is made on behalf of _____
_____ of _____

for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of _____
_____, Mississippi.

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and any Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein 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, in accordance with the above.

I (We) acknowledge that this proposal will be found irregular and/or non-responsive unless a certified check, cashier's check, or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law) is submitted electronically with the proposal or is delivered to the office of _____ located at _____ prior to the bid opening time specified in the advertisement.

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.
2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.
3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.
4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

SECTION 905 - PROPOSAL (CONTINUED)

I (We) shall submit electronically with our proposal or deliver prior to the bid opening time a certified check, cashier's check or bid bond for **five percent (5%) of total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bond within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the State of Mississippi as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

I (We) hereby certify by conventional signature below of a paper bid submission, or by digital signature of an electronic submission via any authorized electronic submittal software, of the Section 905 proposal below, that all certifications, disclosures and affidavits incorporated herein are deemed to be duly executed in the aggregate, fully enforceable and binding upon delivery of the bid proposal. I (We) further acknowledge that this certification shall not extend to the bid bond or alternate security which must be separately executed for the benefit of the _____. This signature does not cure deficiencies in any required certifications, disclosures and/or affidavits. I (We) also acknowledge the right of the _____ to require full and final execution on any certification, disclosure or affidavit contained in the proposal at the _____ election upon award. Failure to so execute at the request within the time allowed in the Standard Specifications for execution of all contract documents will result in forfeiture of the bid bond or alternate security.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____
 ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____

TOTAL ADDENDA: _____

(Must agree with total addenda issued prior to opening of bids)

Respectfully submitted,

DATE: _____

 Contractor

BY: _____

TITLE: _____

ADDRESS: _____

CITY: _____

PHONE: _____

FAX: _____

EMAIL: _____

Bid Schedule

Project Number STP-0210-00(037)LPA / 108081 - 701000

County FORREST

Project Description City of Hattiesburg - Hardy Street Roundabout at 2nd Ave./Green St./Adeline St.

I (We) agree to complete the entire project within the specified contract time.

SPECIAL NOTICE TO BIDDERS

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED.

BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEET IS SIGNED.

Line No.	Pay Item No.	Plan Quantity	Unit	Description	Unit Price	Item Total
10	201-A001	1	LS	Clearing and Grubbing	XXXXX	
20	202-B004	304	SY	Removal of Asphalt Driveways, All Depths		
30	202-B052	518	SY	Removal of Concrete Driveways, All Depths		
40	202-B079	20	LF	Removal of Concrete Retaining Wall		
50	202-B080	582	SY	Removal of Concrete Sidewalk		
60	202-B089	1564	LF	Removal of Curb &/or Curb and Gutter, All Types		
70	202-B090	5	EA	Removal of Curb Inlet		
80	202-B165	1	EA	Removal of Inlets, All Sizes		
90	202-B188	1854	SY	Removal of Pavement, All Types and Depths		
100	202-B191	84	LF	Removal of Pipe, 8" And Above		
110	203-A001	250	CY	Unclassified Excavation, FM, AH		
120	203-EX038	1550	CY	Borrow Excavation, AH, LVM, Class B7-6		
130	203-G002	850	CY	Excess Excavation, LVM, AH		
140	206-A001	358	CY	Structure Excavation		
150	209-A005	3375	SY	Geotextile Stabilization, Type V, Non-Woven		
160	211-B001	350	CY	Topsoil for Slope Treatment, Contractor Furnished		
170	216-A001	2690	SY	Solid Sodding		
180	219-A001	54	KGAL	Watering	\$20.00	\$1,080.00
190	220-A001	1	ACRE	Insect Pest Control	\$30.00	\$30.00
200	234-A001	650	LF	Temporary Silt Fence		

Line No.	Pay Item No.	Plan Quantity	Unit	Description	Unit Price	Item Total
210	237-A002	950	LF	Wattles, 20"		
220	246-B001	100	EA	Rockbags		
230	907-242-PP001	1	LS	Construction of Fiber Optic Junction Box, Per Plans	XXXXX	
240	907-258-PP005	5	EA	Car Stop, Per Plans		
250	304-G001	565	CY	Size 3/4" and Down Crushed Stone Base, AEA		
				OR		
260	304-G002	565	CY	Size 610 Crushed Stone Base, AEA		
				OR		
270	304-G003	56	CY	Size 825B Crushed Stone Base, AEA		
280	403-A002	200	TON	12.5-mm, MT, Asphalt Pavement		
290	403-A005	300	TON	19-mm, MT, Asphalt Pavement		
300	403-A014	580	TON	9.5-mm, MT, Asphalt Pavement		
310	403-B011	130	TON	9.5-mm, MT, Asphalt Pavement, Leveling		
320	406-A002	4300	SY	Cold Milling of Bituminous Pavement, All Depths		
330	407-A001	615	GAL	Asphalt for Tack Coat		
340	601-B001	14	CY	Class "B" Structural Concrete, Minor Structures		
350	602-A001	788	LBS	Reinforcing Steel		
360	603-CE001	112	LF	18" x 11" Concrete Arch Pipe, Class A III		
370	603-CE003	176	LF	22" x 13" Concrete Arch Pipe, Class A III, Flexible Plastic Gaskets		
380	603-PE002	296	LF	15" Corrugated Polyethylene Pipe		
390	604-A001	2713	LBS	Castings		
400	604-B001	1701	LBS	Gratings		
410	L00077 - 907-603-PP003	4	EA	Preformed Polyethylene Drainage Catch Basin , 18"		
420	608-B001	526	SY	Concrete Sidewalk, With Reinforcement		
430	907-608-D003	448	SY	Stamped and Colored Concrete Sidewalk		
440	609-A001	205	LF	Concrete Gutter, Special Design		
450	609-B002	1292	LF	Concrete Curb, Header		
460	609-B005	190	LF	Concrete Curb, Special Design Header		
470	609-D004	285	LF	Combination Concrete Curb and Gutter Type 2 Modified		

Line No.	Pay Item No.	Plan Quantity	Unit	Description	Unit Price	Item Total
480	609-D014	1776	LF	Combination Concrete Curb and Gutter Type 3B Modified		
490	907-611-B001	256	SF	Brick Pavers , Detectable Warning		
500	L00008 - 907-608-E500	1380	SF	Asphalt Pavement Texturing		
510	613-D005	4	EA	Adjustment of Manhole		
520	613-D010	5	EA	Adjustment of Water Meter		
530	613-D011	4	EA	Adjustment of Water Valve		
540	614-B003	270	SY	Concrete Driveway, With Reinforcement, 6-inch Thickness		
550	616-A001	300	SY	Concrete Median and/or Island Pavement, 10-inch		
560	907-616-C001	1510	SF	Colored and Imprinted Concrete Median and Island Pavement, 10-inch Thickness		
570	907-616-C003	415	SF	Colored and Imprinted Concrete Median and Island Pavement, 4-inch Thickness		
580	618-A001	1	LS	Maintenance of Traffic	XXXXX	
590	619-A1002	360	LF	Temporary Traffic Stripe, Continuous White		
600	619-A2002	7132	LF	Temporary Traffic Stripe, Continuous Yellow		
610	619-A4001	500	LF	Temporary Traffic Stripe, Skip Yellow		
620	619-A5001	3352	LF	Temporary Traffic Stripe, Detail		
630	619-A6001	399	SF	Temporary Traffic Stripe, Legend		
640	619-A6002	1158	LF	Temporary Traffic Stripe, Legend		
650	619-D1001	442	SF	Standard Roadside Construction Signs, Less than 10 Square Feet		
660	619-D2001	125	SF	Standard Roadside Construction Signs, 10 Square Feet or More		
670	619-G4001	208	LF	Barricades, Type III, Double Faced		
680	619-G5001	72	EA	Free Standing Plastic Drums		
690	619-G7001	2	EA	Warning Lights, Type "B"		
700	619-H1001	1	LS	Traffic Signals , Hardy Street at 2nd Ave, Adeline St and Green St	XXXXX	
710	620-A001	1	LS	Mobilization	XXXXX	
720	626-D004	500	LF	6" Thermoplastic Traffic Stripe, Skip Yellow		
730	626-E003	2111	LF	6" Thermoplastic Traffic Stripe, Continuous Yellow		
740	626-G001	65	LF	Thermoplastic Detail Stripe, Blue-ADA		

Line No.	Pay Item No.	Plan Quantity	Unit	Description	Unit Price	Item Total
750	626-G002	626	LF	Thermoplastic Detail Stripe, White		
760	626-G003	762	LF	Thermoplastic Detail Stripe, Yellow		
770	626-H003	6	SF	Thermoplastic Legend, Blue-ADA		
780	626-H004	246	SF	Thermoplastic Legend, White		
790	626-H005	396	LF	Thermoplastic Legend, White		
800	627-K001	5	EA	Red-Clear Reflective High Performance Raised Markers		
810	627-L001	52	EA	Two-Way Yellow Reflective High Performance Raised Markers		
820	630-A001	147	SF	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness		
830	630-A003	63	SF	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness		
840	L00009 - 907-630-PP500	29	EA	Decorative Sign Post, Per Plans		
850	907-634-A002	1	EA	Traffic Signal Equipment Pole, Type 1, 30' Shaft		
860	907-636-B056	225	LF	Electric Cable, Underground in Conduit, THHN, AWG #8, 3 Conductor		
870	907-637-A002	2	EA	Pullbox Enclosure, Type 2		
880	907-637-A004	1	EA	Pullbox Enclosure, Type 4		
890	907-637-C009	125	LF	Traffic Signal Conduit, Underground, Rolled Pipe, 2"		
900	907-637-C012	210	LF	Traffic Signal Conduit, Underground, Rolled Pipe, 4"		
910	907-637-D002	140	LF	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 2"		
920	907-637-D004	120	LF	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 4"		
930	647-A001	1	LS	Removal of Existing Traffic Signal Equipment	XXXXX	
940	907-659-A001	1	LS	Traffic Management Center Modifications	XXXXX	
950	660-A003	1	EA	Equipment Cabinet, Type B		
960	907-663-A001	1	EA	Network Switch, Type A		
970	907-672-B002	1	EA	Remove and Reset ITS Equipment		
980	682-A037	220	LF	Underground Branch Circuit, AWG 8, 1 Conductor		
990	682-B021	220	LF	Underground Branch Circuit, Jacked or Bored, AWG 3, 3 Conductor		
1000	682-D003	1	EA	Underground Pull Box		
1010	684-A004	4	CY	Pole Foundation, 30" Diameter		

Line No.	Pay Item No.	Plan Quantity	Unit	Description	Unit Price	Item Total
1020	686-A001	1	EA	Relocation of Existing Lighting Assemblies		
1030	699-A001	1	LS	Roadway Construction Stakes	XXXXXX	
TOTAL BASE BID						

ADD OPTION 1						
Line No.	Pay Item No.	Plan Quantity	Unit	Description	Unit Price	Item Total
1040	682-A039	645	LF	Underground Branch Circuit, AWG 8, 3 Conductor		
1050	682-B037	175	LF	Underground Branch Circuit, Jacked or Bored, AWG 8, 3 Conductor		
1060	682-E002	12	EA	Underground Junction Box		
1070	682-F001	1	EA	Secondary Power Controller		
1080	684-A004	27	CY	Pole Foundation, 30" Diameter		
1090	L00016 - 683-B500	12	EA	Lighting Assembly, Low Mast, LED, Type 25-2-6-97		
TOTAL ADD OPTION 1						

TOTAL BASE BID _____

TOTAL ADD OPTION 1 _____

TOTAL BID _____

1. I/We agree that no less than _____ percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).

2. Classification of Bidder: Small Business (DBE) _____ Small Business (WBE) _____

3. A joint venture with a Small Business (DBE / WBE): YES _____

*** SIGNATURE STATEMENT ***

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFY THAT THE FIGURES SHOWN THEREIN CONSTITUTE THEIR OFFICIAL BID.

BIDDER'S SIGNATURE _____

**Certification with regard to the Performance of Previous
Contracts or Subcontracts subject to the Equal Opportunity
Clause and the filing of Required Reports**

The Bidder _____, proposed Subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has _____, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(COMPANY)

BY _____

(TITLE)

DATE: _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such Contractors submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NON-COLLUSION AFFIDAVIT (Execute in duplicate)

I, _____,
(Name of person signing affidavit)

individually, and in my capacity as _____ of
(Title)

_____ do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

_____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. _____,

in _____ County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

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

All of the foregoing and attachments (when indicated) is true and correct.

Executed on _____

Signature

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NON-COLLUSION AFFIDAVIT (Execute in duplicate)

I, _____,
(Name of person signing affidavit)

individually, and in my capacity as _____ of
(Title)

_____ do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

_____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. _____,

in _____ County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

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The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

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

All of the foregoing and attachments (when indicated) is true and correct.

Executed on _____

Signature

LOCAL PUBLIC AGENCY (LPA)

SECTION 902

CONTRACT FOR _____
LOCATED IN THE COUNTY OF _____
STATE OF MISSISSIPPI,

This contract entered into by and between the Local Public Agency _____
_____ (hereinafter "LPA") on one hand, and the undersigned contractor, on the other witnesseth;

That, in consideration of the payment by the LPA of the prices set out in the proposal hereto attached, to the undersigned contractor, such payment to be made in the manner and at the time of times specified in the specifications and the special provisions, if any, the undersigned contractor hereby agrees to accept the prices stated in the proposal in full compensation for the furnishing of all materials and equipment and the executing of all the work contemplated in this contract.

It is understood and agreed that the advertising according to law, the Advertisement, the instructions to bidders, the proposal for the contract, the specifications, the revisions of the specifications, the special provisions, and also the plans for the work herein contemplated, said plans showing more particularly the details of the work to be done, shall be held to be, and are hereby made a part of this contract by specific reference thereto and with like effect as if each and all of said instruments had been set out fully herein in words and figures.

It is further agreed that for the same consideration the undersigned contractor shall be responsible for all loss or damage arising out of the nature of the work aforesaid; or from the action of the elements and unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work, exceptions being those specifically set out in the contract; and for faithfully completing the whole work in good and workmanlike manner according to the approved Plans, Specifications, Special Provisions, Notice(s) to Bidders and requirements of the LPA.

It is further agreed that the work shall be done under the direct supervision and to the complete satisfaction of the LPA or their authorized representatives, and when Federal Funds are involved subject to inspection at all times and approval by the Mississippi Department of Transportation or Federal Highway Administration, or its agents as the case may be, or the agents of any other Agency whose funds are involved in accordance with those Acts of the Legislature of the State of Mississippi approved by the Governor and such rules and regulations issued pursuant thereto by the Mississippi Transportation Commission and the authorized Federal Agencies.

The Contractor agrees that all labor as outlined in the Special Provisions may be secured from list furnished by

Manager, WIN Job Center nearest the project

It is agreed and understood that each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not inserted, then upon the application of either party hereto, the contract shall forthwith be physically amended to make such insertion.

The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.

Witness our signatures this the ____ day of _____, 20 ____.

Contractor(s)

By _____

Title _____

Signed and sealed in the presence of:
(Names and address of witnesses)

By _____

LPA Official

LPA Clerk

Award authorized by the LPA in session on the ____ day of _____, 20 ____, as recorded _____

LOCAL PUBLIC AGENCY (LPA)

S E C T I O N 9 0 3
PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR _____

LOCATED IN THE COUNTY OF _____

STATE OF MISSISSIPPI,

Know all men by these presents: that we, _____
(Contractor)

(hereinafter "Principal"), a _____

residing at _____ in the State of _____

and _____
(Surety)

residing at _____ in the State of _____

authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and firmly bound

unto the Local Public Agency _____, (hereinafter

"LPA"), in the sum of _____

(\$ _____) Dollars, lawful money of the United States of America, to be

paid to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or

assigns jointly and severally by these presents.

The conditions of this bond are such, that whereas the said Principal, has (have) entered into a contract with the

LPA, bearing the date of _____ day of _____ A.D. _____ hereto annexed, for the

construction of certain project(s) in the State of Mississippi as mentioned in said contract in accordance with the

Contract Documents therefor, on file in the offices of the LPA.

Now therefore, if the above bounden Principal in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in Subsection 109.11 of the approved specifications, and save harmless said LPA from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the LPA at the instance of any officer of the LPA authorized in such cases, for double any amount in money or property, the LPA may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the

LOCAL PUBLIC AGENCY (LPA)

Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the LPA Official, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

_____	_____
(Contractors) Principal	Surety
By _____	By _____
	(Signature) Attorney in Fact
	Address: _____

Title _____	_____
(Contractor's Seal)	(Printed) Mississippi Agent

	(Signature) Mississippi Agent
	Address: _____

	(Surety Seal)

	Mississippi Insurance ID Number

**MDOT Certification Form for Sub-Awards
Executive Compensation Reporting for Transparency Act**

On behalf of the entity named below, I certify that I have personally read and reviewed the executive compensation reporting requirements of the Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202 of the Government Funding Transparency Act of 2008 [FFATA], and certify under penalty of perjury pursuant to Section 97-9-61, Mississippi Code of 1972, as amended, the following:

Local Entity Name: City of Hattiesburg

Data Universal Numbering System (DUNS) Number : 079448130 (required)

X The local entity listed below receiving federal funds from MDOT **is not** required to report executive compensation under the Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202 of the Government Funding Transparency Act of 2008 [FFATA].

_____ The local entity listed below receiving federal funds from MDOT **is required** to report executive compensation under the Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202 of the Government Funding Transparency Act of 2008 [FFATA], listed below are the names and total annual compensation of the five most highly compensated officers of the entity:

	NAME	TOTAL ANNUAL COMPENSATION
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

The entity acknowledges that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. §§ 1001 (false statements) and 1621 (perjury), and 28 U.S.C. §1746 (declarations under penalty of perjury). The entity also acknowledges that said projects, including certifications provided in connection with such projects and grants are subject to review by the Mississippi Department of Transportation, the Mississippi State Auditor, and the Mississippi Office of Attorney General.



Entity Chief Official

7-8-19

Date

**Guidance for Federal Spending Transparency:
Subaward and Executive Compensation Data
Reporting Requirements for FFATA Implementation**

Summary

1. Prime awardees and sub awardees of Federal financial assistance must report executive compensation data if they meet the statutory reporting thresholds. For the Federal-aid Highway Program, this means that the State, and any subawardees of Federal-aid funds through the State, is subject to the executive compensation reporting requirement.

- names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

Background

Beginning October 1, 2010, guidance directs compliance with the Transparency Act to report prime and first-tier subaward data. Federal agencies and prime awardees will report to ensure disclosure of Federal contract and grant subaward and executive compensation data.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the Office of Management and Budget ("OMB") to ensure the establishment of a publicly available website that contains the following information about each Federal award:

- name of the entity receiving the award;
- amount of the award;
- information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number, program source, award title descriptive of the purpose of each funding action;

- location of the entity receiving the award and primary location of performance under the award, including city, State, congressional district, and country;
- unique identifier of the entity receiving the award and the parent entity of the recipient, should the entity be owned by another entity; and
- names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

LPA PROJECT

DISADVANTAGED BUSINESS ENTERPRISE LIST

PROJECT NUMBER :

NAME OF DBE FIRM:

☐ RACE CONSCIOUS ☐ RACE NEUTRAL

COUNTY:

CITY :

A	B	C
REFERENCE NUMBER OF ITEMS	PERCENT WORK SUBCONTRACTED , (SEE NOTE 4 & 5 BELOW)	VALUE OF ITEM (SUBCONTRACTED , MANUFACTURED OR SUPPLIED)
TOTAL		
PER CENT OF TOTAL BID		

*** I ACKNOWLEDGE AND COMMIT TO THE ITEMS AND PRICES STATED ABOVE. ***

SIGNATURE OF DBE

SIGNATURE OF PRIME

DATE

APPROVED:

Prime Contractor Firm Name

APPROVED BY:

LPA Project Director Name (Printed)

Submitted By Name

LPA Project Director (Signature)

TITLE

I AGREE TO SUBCONTRACT OR PURCHASE MATERIAL FROM THE DBE FIRM LISTED ABOVE AND I MAKE THIS COMMITMENT WITH THE UNDERSTANDING THAT IF I FAIL FOR GOOD REASON TO FULFILL THIS COMMITMENT I HAVE LISTED I WILL FULFILL THE TERMS OF MY CONTRACT AS LONG AS I REACH OR EXCEED THE CONTRACT GOAL OF %.

INSTRUCTIONS :

1. SUBMIT THIS FORM TO THE **LPA Project Director** **FOR THEIR SIGNATURE** NO LATER THAN THE THIRD (3) BUSINESS DAY AFTER THE OPENING OF THE BIDS.
2. 60 % CREDIT IS ALLOWED TOWARD THE DBE GOAL FOR SUPPLIERS.
3. THE ACTUAL SUBCONTRACT AGREEMENT MUST EQUAL OR EXCEED THE DOLLAR AMOUNT SHOWN IN COLUMN " C ".
4. IF THE DBE FIRM PERFORMS " ALL OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM ENTER 100 % IN COLUMN " B ".
5. IF THE DBE FIRM PERFORMS " A PORTION OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM THE PERCENTAGE IS CALCULATED BASED ON THE TOTAL VALUE OF THE ITEM AND ENTERED IN COLUMN " B ". A BREAKDOWN OF THE COST MUST ACCOMPANY THIS SITUATION.

LPA PROJECT

DISADVANTAGED BUSINESS ENTERPRISE LIST

PROJECT NUMBER :

NAME OF DBE FIRM:

☐ RACE CONSCIOUS ☐ RACE NEUTRAL

COUNTY:

CITY :

A	B	C
REFERENCE NUMBER OF ITEMS	PERCENT WORK SUBCONTRACTED , (SEE NOTE 4 & 5 BELOW)	VALUE OF ITEM (SUBCONTRACTED , MANUFACTURED OR SUPPLIED)
TOTAL		
PER CENT OF TOTAL BID		

*** I ACKNOWLEDGE AND COMMIT TO THE ITEMS AND PRICES STATED ABOVE. ***

SIGNATURE OF DBE

SIGNATURE OF PRIME

DATE

APPROVED:

Prime Contractor Firm Name

APPROVED BY:

LPA Project Director Name (Printed)

Submitted By Name

LPA Project Director (Signature)

TITLE

I AGREE TO SUBCONTRACT OR PURCHASE MATERIAL FROM THE DBE FIRM LISTED ABOVE AND I MAKE THIS COMMITMENT WITH THE UNDERSTANDING THAT IF I FAIL FOR GOOD REASON TO FULFILL THIS COMMITMENT I HAVE LISTED I WILL FULFILL THE TERMS OF MY CONTRACT AS LONG AS I REACH OR EXCEED THE CONTRACT GOAL OF %.

INSTRUCTIONS :

1. SUBMIT THIS FORM TO THE **LPA Project Director** ***FOR THEIR SIGNATURE*** NO LATER THAN THE THIRD (3) BUSINESS DAY AFTER THE OPENING OF THE BIDS.
2. 60 % CREDIT IS ALLOWED TOWARD THE DBE GOAL FOR SUPPLIERS.
3. THE ACTUAL SUBCONTRACT AGREEMENT MUST EQUAL OR EXCEED THE DOLLAR AMOUNT SHOWN IN COLUMN " C ".
4. IF THE DBE FIRM PERFORMS " ALL OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM ENTER 100 % IN COLUMN " B ".
5. IF THE DBE FIRM PERFORMS " A PORTION OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM THE PERCENTAGE IS CALCULATED BASED ON THE TOTAL VALUE OF THE ITEM AND ENTERED IN COLUMN " B ". A BREAKDOWN OF THE COST MUST ACCOMPANY THIS SITUATION.

LPA PROJECT

DISADVANTAGED BUSINESS ENTERPRISE LIST

PROJECT NUMBER :

NAME OF DBE FIRM:

☐ RACE CONSCIOUS ☐ RACE NEUTRAL

COUNTY:

CITY :

A	B	C
REFERENCE NUMBER OF ITEMS	PERCENT WORK SUBCONTRACTED , (SEE NOTE 4 & 5 BELOW)	VALUE OF ITEM (SUBCONTRACTED , MANUFACTURED OR SUPPLIED)
TOTAL		
PER CENT OF TOTAL BID		

*** I ACKNOWLEDGE AND COMMIT TO THE ITEMS AND PRICES STATED ABOVE. ***

SIGNATURE OF DBE

SIGNATURE OF PRIME

DATE

APPROVED:

Prime Contractor Firm Name

APPROVED BY:

LPA Project Director Name (Printed)

Submitted By Name

LPA Project Director (Signature)

TITLE

I AGREE TO SUBCONTRACT OR PURCHASE MATERIAL FROM THE DBE FIRM LISTED ABOVE AND I MAKE THIS COMMITMENT WITH THE UNDERSTANDING THAT IF I FAIL FOR GOOD REASON TO FULFILL THIS COMMITMENT I HAVE LISTED I WILL FULFILL THE TERMS OF MY CONTRACT AS LONG AS I REACH OR EXCEED THE CONTRACT GOAL OF %.

INSTRUCTIONS :

1. SUBMIT THIS FORM TO THE **LPA Project Director** **FOR THEIR SIGNATURE** NO LATER THAN THE THIRD (3) BUSINESS DAY AFTER THE OPENING OF THE BIDS.
2. 60 % CREDIT IS ALLOWED TOWARD THE DBE GOAL FOR SUPPLIERS.
3. THE ACTUAL SUBCONTRACT AGREEMENT MUST EQUAL OR EXCEED THE DOLLAR AMOUNT SHOWN IN COLUMN " C ".
4. IF THE DBE FIRM PERFORMS " ALL OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM ENTER 100 % IN COLUMN " B ".
5. IF THE DBE FIRM PERFORMS " A PORTION OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM THE PERCENTAGE IS CALCULATED BASED ON THE TOTAL VALUE OF THE ITEM AND ENTERED IN COLUMN " B ". A BREAKDOWN OF THE COST MUST ACCOMPANY THIS SITUATION.

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: _____
County: _____

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

SUBMITTED BY (Signature)

FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not **signed** and included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.

Please make copies of this form when needed and also add those copies to the bid package.

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: _____
County: _____

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

SUBMITTED BY (Signature)

FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not **signed** and included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.

Please make copies of this form when needed and also add those copies to the bid package.

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: _____
County: _____

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

SUBMITTED BY (Signature)

FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not **signed** and included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.

Please make copies of this form when needed and also add those copies to the bid package.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SAM.GOV Registration and DUNS Number

Bidders are advised that the Prime Contractor must maintain current registration in the **System for Award Management** (<http://www.sam.gov>) at all times during the project. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the System for Award Management.

Bidders are advised that prior to the award of this contract, they **MUST** be registered in the System for Award Management.

I (We) acknowledge that this contract cannot be awarded if I (We) are not registered in the System for Award Management prior to the award of this contract. _____ (Yes / No)

I (We) have a DUNS Number . _____ (Yes / No)

DUNS Number: _____

Company Name: _____

Company e-mail address: _____

(6/2015F)

SECTION 901 - ADVERTISEMENT FOR BIDS

CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI

NOTICE TO CONTRACTORS

HARDY STREET ROUNDABOUT PROJECT AT 2ND AVENUE/GREEN STREET/ADELINE STREET FEDERAL-AID PROJECT NO. STP-0210-00(037) LPA / 108081-701000

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. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgmsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

The work shall consist essentially of the following items:

Construction of a roundabout that includes asphalt pavement, sidewalk, drainage improvements, striping, and lighting. All other related items of work required to complete the project as shown and specified in the Contract Documents.

The above general outline of features of the work does not in any way limit the responsibility of the contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications and the drawings referred to therein.

Contract Drawings, Contract Specifications, Instructions to Bidders and Bidders Proposal forms are on file and open to public inspection in the office of the City Clerk, City of Hattiesburg, 200 Forest Street, Hattiesburg Mississippi 39401. 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.hattiesburgmsbids.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 this website. Questions regarding website registration and online orders should be directed to our web support line at (662) 407-0193.

The attention of bidders is directed to the Special Provisions governing selection and employment of labor.

Minimum wage rates for Federal-Aid projects have been predetermined by the Secretary of Labor and are subject to Public Law 87-581 Work Hours Act of 1962, as set forth in the Contract Provisions.

The City of Hattiesburg hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

The *2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction*, adopted by the Mississippi Department of Transportation, as referred to herein, may be purchased from the Mississippi Department of Transportation.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Hattiesburg as bid security. Bidders shall also submit a current financial statement, if requested by the City. The successful bidder will be required to furnish a performance and payment bond in the amount of one hundred percent (100%) of the contract amount. Both bonds shall be signed or countersigned by a Mississippi Resident Agent.

The proposal and contract documents in its entirety shall be submitted in a sealed envelope and deposited with the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi prior to the hour and date above designated.

The City of Hattiesburg reserves the right to reject any or all proposals, to waive technicalities or irregularities, or to advertise for new proposals, and the decision of the City of Hattiesburg to reject any bid or proposal shall not be cause for any liability or damages against the City of Hattiesburg, any officers or employees.

The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the Contract Time. The bidder must also agree to pay as liquidated damages the sum specified in the Standard Specifications per day for each calendar day of overrun in Contract Time that work is not completed.

Work to be performed shall be in accordance with the "Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2017", together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

The attention of Bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

**City Clerk
City of Hattiesburg, Mississippi**

Dates of Publication:

DATE, 2020

DATE, 2020



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, July 7, 2020

Re: Acknowledge the issuance of a cemetery deed to Carletta Barnes Ekunwe, as
Trustee of the Carletta Barnes Ekunwe Revocable Trust.
File Number: 2020-401
Minute Book #

Summary

Acknowledge the issuance of a cemetery deed to Carletta Barnes Ekunwe, as Trustee of the Carletta Barnes Ekunwe Revocable Trust.

Recommendation Statement

I recommend acknowledging the issuance of said deed.

Please place this on the July 7, 2020 City Council meeting for consideration.

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, Carletta Barnes Ekunwe, as Trustee of the Carletta Barnes Ekunwe Revocable Trust subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE 1/4)

Lot Number 52 Section 34

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 2nd 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 7th day of July, 2020.

My Commission Expires:

NOTARY PUBLIC



McLeod & Rigel, P.A.
Business | Tax | Estate Planning
www.eptaxlaw.com

Attorneys:

William E. McLeod, LL.M. (Tax), JD, CPA*
bmcleod@eptaxlaw.com

Matthew W. Rigel, JD
mrigel@eptaxlaw.com

Will Russell, LL.M. (Tax), JD, Of Counsel

Jane C. Harkins, LL.M. (Estate Planning), JD**
Of Counsel

* McLeod & Associates, P.A.,
is not a CPA firm

**Also admitted in Alabama

ATTORNEYS AT LAW

10 Professional Parkway
Hattiesburg, MS 39402
Telephone: (601) 545-8299
Facsimile: (601) 545-8298

Paralegals:

Brad C. Stinson
bstinson@eptaxlaw.com

Marie R. Speed, CP
Certified Paralegal
mspeed@eptaxlaw.com

Administrative Assistant:

Linda Welborn
lwelborn@eptaxlaw.com

Legal Assistants:

Savannah Gee
sgee@eptaxlaw.com

Nicole Sanders
nsanders@eptaxlaw.com

May 8, 2020

VIA U.S. MAIL
PERSONAL AND CONFIDENTIAL

Mayor Toby Barker
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Re: Carletta Barnes Ekunwe

Dear Mayor Barker:

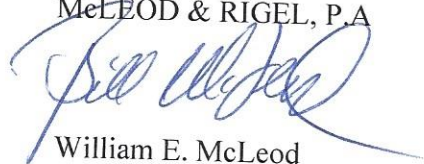
We represent Dr. Carletta Barnes regarding her estate planning. Enclosed for your review and signature is a Cemetery Deed to transfer Dr. Barnes' lots located in Highland Cemetery to her Revocable Trust.

If you have any questions regarding the Cemetery Deed, please call or email my paralegal, Marie Speed, and me. I appreciate your assistance in this matter and look forward to hearing from you.

With kindest personal regards, I am,

Very truly yours,

McLEOD & RIGEL, P.A.



William E. McLeod

WEM/mrs

Enclosure

cc: Dr. Carletta Barnes Ekunwe (w/encl.) (via email)

SPACE ABOVE THIS LINE FOR RECORDING USE ONLY

STATE OF MISSISSIPPI
COUNTY OF FORREST

Prepared by and Return to:

William E. McLeod
McLeod & Rigel, P.A.
10 Professional Parkway
Hattiesburg, MS 39402
(601) 545-8299
MS Bar No.: 9629

TITLE NOT EXAMINED

Grantor:

Carletta Ekunwe
144 Brookline Drive
Hattiesburg, MS 39402
(601) 299-0865

Grantee:

Carletta Barnes Ekunwe, as Trustee of the
Carletta Barnes Ekunwe Revocable Trust
144 Brookline Drive
Hattiesburg, MS 39402
(601) 299-0865

DEED TO CEMETERY LOT HIGHLAND CEMETERY

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good, legal and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Carletta Barnes Ekunwe, being one and the same person as Carletta Ekunwe, as Grantor, does hereby grant, bargain, sell, convey, and warrant unto Carletta Barnes Ekunwe, as Trustee of the Carletta Barnes Ekunwe Revocable Trust dated the 23rd day of April, 2020, as Grantee, all of the Grantor's right, title, and interest in and to the following described real property located and situated in Forrest County, Mississippi, to-wit:

Northeast Quarter (NE ¼), Lot Number 52, Section Number 34,
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 of the Grantor on this, the 23rd day of April, 2020.


CARLETTA BARNES EKUNWE

GRANTOR

WITNESS THE SIGNATURE of the Grantor on this, the ____ day of _____, 2020.

ATTEST:

CITY OF HATTIESBURG

CITY CLERK

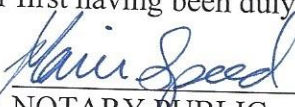
By: _____
TOBY BARKER, Mayor

GRANTOR

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this, the 23rd day of April, 2020, within my jurisdiction, the within named CARLETTA BARNES EKUNWE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing Cemetery Deed and acknowledged that she executed the same, after first having been duly authorized so to do.




NOTARY PUBLIC

My Commission Expires:


CBE

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this, the ____ day of _____, 2020, within my jurisdiction, the within named TOBY BARKER, the Mayor for the City of Hattiesburg, Mississippi, a municipal corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing Cemetery Deed and acknowledged that she executed the same, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this, the ____ day of _____, 2020, within my jurisdiction, the within named _____, City Clerk for the City of Hattiesburg, Mississippi, a municipal corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing Cemetery Deed and acknowledged that she executed the same, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

MB2019-205

Rec'd 10/14/19

**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, Carletta Ekwuwe, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 52 Section Number 34

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.

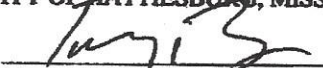
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

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 6th day August, 2019.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kemas 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.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Chris McGee, Director of Parks and Recreation

cc:

Date: Tuesday, July 7, 2020

Re: Approve the City's purchase of six (6) grave spaces, located in the West Half (W 1/2) , Lot# 66, Section 34, and the Northwest Quarter (NW 1/4), Lot#74, Section 34, at Highland Cemetery, Minute Book# 2019, Page 103 in the amount of \$ 1,050.00, from Jesse Steven Hughes, Authorize manual check for the same.
File Number: 2020-421
Minute Book #

Summary

Approve the City's purchase of six (6) grave spaces, located in the West Half (W 1/2) , Lot# 66, Section 34, and the Northwest Quarter (NW 1/4), Lot#74, Section 34, at Highland Cemetery, Minute Book# 2019, Page 103 in the amount of \$ 1,050.00, from Jesse Steven Hughes, Authorize manual check for the same.

Recommendation Statement

I am recommending approval of Requisition NO. 2020-421, Approve the City's purchase of grave spaces.

Please place this on the July 7, 2020 City Council meeting for consideration.

Date: 06/25/2020

To whom it may concern:

I, Jesse Steven Hughes am requesting to sell back (6) grave space (s)

Located at Highland Cemetery, In Section 34, Lot 66, W 1/2 of the — 1/4, to the
Section 34 Lot 74, — 1/2 of the NW 1/4

City of Hattiesburg, which was purchased on March 21st 2019 at the price

Of \$ 175.⁰⁰ per grave space. Total amount due this request \$ 1,050.⁰⁰

MB# 2019 Page 103

Sincerely,

Jesse Steven Hughes

6-25-2020
12:50 PM

Mail to:

Jesse Steven Hughes
165 Tower Road
Hattiesburg MS 39401
Phone#

601-606-0499

Approved
D. Broune
6/25/2020

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-20 2019

SOLD TO:

Mr. Mrs. Miss Jesse Steven Hughes
ADDRESS 165 Tower Rd. Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ — $\frac{1}{4}$ Lot No. 106 Section No. 34 in Highland Cemetery

Number of grave spaces 4 Price per grave space \$ 175.00

Price Received \$ 700.00

credit card

CITY OF HATTIESBURG, MISSISSIPPI

By John L. Davis
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-20 2019

SOLD TO:

Mr. Mrs. Miss Jesse Steven Hughes
ADDRESS 165 Tower Rd Hattiesburg, MS

desires to purchase the grave space described below, subject to Cemetery regulations.

— $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 73 Section No. 34 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

credit card

CITY OF HATTIESBURG, MISSISSIPPI

By John L. Davis
Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

M62619-103
Rec'd 5/22/19

**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, Jana Sherin Hughes, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave space:

Northwest Quarter (NW1/4)

Lot Number 73 Section Number 34

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 section 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 bones or vaults are used they shall be at least 18 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 April 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

[Signature]
CITY CLERK

[Signature]
MAYOR

(SEAL)

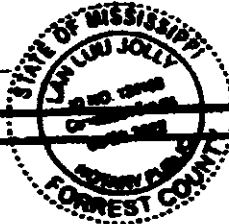
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Baker and Karman 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 April, 2019

My Commission Expires:

5-28-2022



[Signature]
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

MB2019-103

Rec'd 5/22/19

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars (\$700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jana Steven Hagman, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave space:

West Half (W/2)

Lot Number 66

Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery section 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 April, 2019.

ATTEST:

CITY CLERK

(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kenneth 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 April, 2019.

My Commission Expires:

5-28-2020



NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Chris McGee, Director of Parks and Recreation

cc:

Date: Tuesday, July 7, 2020

Re: Approve the City's purchase of two (2) grave spaces, located in the Southwest Quarter (SW 1/4), Lot#15, Section# 31, at Highland Cemetery, Minute Book# 2008-3, Page# 520-521, in the amount of \$ 350.00, from Annie L. Arrington, Authorize manual check for the same.
File Number: 2020-426
Minute Book #

Summary

Approve the City's purchase of two (2) grave spaces, located in the Southwest Quarter (SW 1/4), Lot#15, Section# 31, at Highland Cemetery, Minute Book# 2008-3, Page# 520-521, in the amount of \$ 350.00, from Annie L. Arrington, Authorize manual check for the same.

Recommendation Statement

I am recommending approval of Requisition NO. 2020-426, Approve the City's purchase of (2) grave spaces.

Please place this on the July 7, 2020 City Council meeting for consideration.

Date: 6/29/2020

To whom it may concern:

I, Annie L. Arrington am requesting to sell back (2) grave space (s)

Located at Highland Cemetery, In Section 31, Lot 15, - 1/2 of the SW 1/4, to the

City of Hattiesburg, which was purchased on April 29th, 2008 at the price

Of \$ 175.⁰⁰ per grave space. Total amount due this request \$ 350.⁰⁰

MB# 2008-3 Page 520/521

Sincerely,

Annie Arrington

Mail to:

Annie L. Arrington
308 S. Vale Ave.
Rockford, IL 61108

Phone#

601-467-0726

Approved By:
D. Boone
6/29/2020

Mail to:

140 Pine Drive
Hattiesburg MS 39401

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4-29-2008

SOLD TO:

~~Mrs. Miss~~ Leonard Cor Davis L. Harrison

ADDRESS 522 Dawson St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

SW 1/4 Lot No. 15

Section No. 37

in Hattiesburg Cemetery

Number of grave spaces 2

Price per grave space \$ 115.00

Price Received \$ 350.00

check 517

CITY OF HATTIESBURG, MISSISSIPPI

By

Walter R. Hunter

Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Leonard C. or Anna L. Antigua, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave space:

Southwest Quarter (SW 1/4)

Lot Number 13 Section Number 21

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave spaces (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery section 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 bones or vaults are used they shall be at least 10 inches below the ground level.

GRANTER 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 signatures 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 3rd day of June, 2008.

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, Johnnie L. Dufrenoy and Edith R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of June, 2008.

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Chris McGee, Director of Parks and Recreation
cc:
Date: Tuesday, July 7, 2020
Re: Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
File Number: 2020-416
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. 2020-416, Approve the sale of grave spaces.

Please place this on the July 7, 2020 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: June 17, 2020

The following represents the grave spaces sold on June 17, 2020.

Juaquita Eashmond

(2) Spaces \$ 350.00 Debit Card

Northeast Quarter (NE ¼)

Lot 45, Section 36, Highland Cemetery

Pearline Hoard

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 62, Section 34, Highland Cemetery

Annie Merrill

(1) Space \$ 150.00

East Half (E ½) of the Northwest Quarter (NW ¼)

Lot 9, Section 1, South Hill Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: June 23, 2020

The following represents the grave spaces sold on June 23, 2020.

Andre' Cooper

(1) Space \$ 150.00

West Half (W ½) of the Southeast Quarter (SE ¼)

Lot 71, Section 1, South Hill Cemetery

Angela Stephenson

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 72, Section 34, Highland Cemetery

Angela Stephenson

(2) Spaces \$ 350.00

Northeast Quarter (NE ¼)

Lot 72, Section 34, Highland Cemetery

Fred & Emma Scott, Sr.

() Spaces \$ 300.00

Southwest Quarter (SW ¼)

Lot 111, Section 2, South Hill Cemetery

Bennie Faulkner

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 125, Section 38, Highland Cemetery

Bennie Faulkner

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 125, Section 38, Highland Cemetery

Carolyn Fairley

(1) Space \$ 175.00

South half (S ½) of the Northeast Quarter (NE ¼)

Lot 58, Section 34, Highland Cemetery

Lawrence Horne

(1) Space \$ 150.00

East Half (E ½) of the Southwest Quarter (SW ¼)

Lot 96, Section 1, South Hill Cemetery

June Duncan

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 9, Section 35, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: June 24, 2020

The following represents the grave spaces sold on June 24, 2020.

Hazel Griffin

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 31, Section 35, Highland Cemetery

Rosemary Lovelace and/or Christina Rae Smith

(1) Space \$ 175.00

West Half (W ½) of the Northeast Quarter (NE ¼)

Lot 78, Section 21, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., June 11 2020

SOLD TO:

Mr. Mrs. Miss Juquita Eashmond

ADDRESS 309 Cypress Ave. Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NE 1/4 Lot No. 45 Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CC

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., June 5 2020

SOLD TO:

Mr. ☒ Mrs. Miss Pearline Hood

ADDRESS 1912 S. 28th Ave Ext. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 62 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

check # 5479

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06/10/ 2020

SOLD TO:

Mr. Mrs. Miss Annie Merrill

ADDRESS 1169 Forest Lake Rd Braumert, MS 39423

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 NW 1/4 Lot No. 9 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Baune
Supt. of City Cemeteries

ck# 4482

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr. Mrs. Miss Andra Cooper

ADDRESS 326 Casaway Loop Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W 1/2 SE 1/4 Lot No. 71 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

Cash

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr. Mrs. Miss Angela Stephenson

ADDRESS 248 Raleigh Dr Slidell LA 70460

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 72 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

CK# 6272

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr. Mrs. Miss Angela Stephenson

ADDRESS 248 Raleigh Dr Slidell LA 70460

desires to purchase the grave space described below, subject to Cemetery regulations.

NE 1/4 Lot No. 72 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

CK# 6272

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., Nov 12 2020

SOLD TO:

Mr. Mrs. Miss Fred + Emma Scott

ADDRESS 68 John Scott Rd. Hattiesburg MS 39405

Desires to purchase the grave space described below, subject to Cemetery regulations.

SW 1/2 Lot No. 111 Section No. 2 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., 06/22/21 2020

SOLD TO:

Mr. Mrs. Miss Bennie Faulkner

ADDRESS 209 Shadow Wood Dr Hattiesburg MS 39402

Desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW Lot No. 125 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06/22/21 2020

SOLD TO:

Mr. Mrs. Miss Bennie Faulkner

ADDRESS 209 Shadow Wood Dr Hattiesburg MS 39402

Desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW Lot No. 125 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr. Mrs. Miss Caryn Farley

ADDRESS 631 Milton Barnes Rd

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 58 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

Family did not want to go

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr. Mrs. Miss Lawrence Haine

ADDRESS 205 Raiston Rd

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 SW 1/4 Lot No. 96 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

Debit card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr. Mrs. Miss June Duncan

ADDRESS 306 S. Tipton St

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 9 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

cc

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., June 23, 2020

SOLD TO:

Mr. (Mrs.) Miss Hazel Griffin

ADDRESS 400 Katie Ave 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. 31 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK # 000 10064

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06/25/ 2020

SOLD TO:

Mr. Mrs. Miss Rosemary Lovelace And/or Christina Rae Smith

ADDRESS 206 Hartfield Rd, Apt 2 Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 78 Section No. 21 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

eight
paid

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, Juaquita Eashmond, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 45 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day July, 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 7th day of July, 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 Hoard, Pearline, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 62 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 7th day of July, 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 7th day of July 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 Annie Merrill, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Northwest Quarter (NW¼)

Lot Number: 9 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 7th day of July, 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 7th day of July, 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 Carolyn Fairley, 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 58

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 7th day of July, 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 7th day of July 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 Bennie Faulkner, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 125

Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of July, 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 7th day of July 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 Bennie Faulkner, 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 125

Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of July, 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 7th day of July 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, Angela Stephenson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 72 Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day July, 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 7th day of July, 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 Angela Stephenson, 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 72

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 7th day of July, 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 7th day of July 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 Andre' Cooper, 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: 71 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 7th day of July, 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 7th day of July, 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 Fred & Emma Scott, Sr. 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 (SW¼)

Lot Number: 111

Section Number: 2

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 7th day of July, 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 7th day of July, 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 Lawrence Horne, 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 Southwest Quarter (SW¼)

Lot Number: 96 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 7th day of July, 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 7th day of July, 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 June Duncan, 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 9 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 7th day of July, 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 7th day of July 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 Hazel Griffin, 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 31

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 7th day of July, 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 7th day of July 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 Rosemary Lovelace and /or Christina Rae Smith, 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 78 Section 21

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of July, 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 7th day of July 2020.

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, July 7, 2020

Re: Approve claims docket for the period ending June 30, 2020.
File Number: 2020-402
Minute Book #

Summary

Approve claims docket for the period ending June 30, 2020.

Recommendation Statement

I recommend approval of the claims docket.

Please place this on the July 7, 2020 City Council meeting for consideration.

00001 AT&T MOBILITY	287273861504	00199957	19005549	GPS TRACKING 5/20 VARI DEPTS	06/30/20	277563	5,168.60-
00001 AT&T MOBILITY	287289913717	00200035	19005623	WIRELESS SRV 5/20 VARI DEPTS	06/30/20	277563	5,492.10-
00001 AT&T MOBILITY	287273578351	00200065	19005633	WIRELESS SERV 5/20 VARI DEPTS	06/30/20	277563	5,662.63-
00001 AT&T MOBILITY	287290252011	00200092	19005640	WIRELESS SERV 5/20 PUB WORKS	06/30/20	277563	1,835.03-

AT&T MOBILITY							
Sum							18,158.36-
00001 AT&T MOBILITY (SEI PROCE	589505913	00200063	19005615	PHONE CASES INFO TECH	06/30/20	277564	63.00-
00001 AT&T MOBILITY (SEI PROCE	589477578	00200063	19005616	PHONE CASES INFO TECH	06/30/20	277564	127.98-
00001 AT&T MOBILITY (SEI PROCE	589506631	00200063	19005617	PHONE CASES INFO TECH	06/30/20	277564	63.00-
00001 AT&T MOBILITY (SEI PROCE	58083519	00200168	19005698	PHONE CASES INFO TECH	06/30/20	277564	3.96-
00001 AT&T MOBILITY (SEI PROCE	582793441	00200168	19005699	PHONE CASES INFO TECH	06/30/20	277564	42.99-

AT&T MOBILITY (SEI PROCE							
Sum							300.93-
00001 AUTO ARMATURE SERVICE IN	21293	00199821	19005530	REPR PTS U#16008 PUBLIC WORKS	06/30/20	277566	209.95-
00001 AUTO ARMATURE SERVICE IN	21295	00199900	19005538	BATTERY U#17741 POLICE	06/30/20	277566	179.95-
00001 AUTO ARMATURE SERVICE IN	21289	00199900	19005539	BATTERY U#17578 POLICE	06/30/20	277566	159.95-
00001 AUTO ARMATURE SERVICE IN	21376	00200149	19005659	BATTERY U#17313 POLICE	06/30/20	277566	68.95-
00001 AUTO ARMATURE SERVICE IN	21412	00200149	19005660	BATTERY U#16655 POLICE	06/30/20	277566	157.95-
00001 AUTO ARMATURE SERVICE IN	21464	00200160	19005769	STARTER U#16076 PUB WORKS	06/30/20	277566	169.95-

AUTO ARMATURE SERVICE IN							
Sum							946.70-
00001 BARNEY'S OF LAFAYETTE	00126551-0	00199056	19005681	HOLSTERS RECRUIT CLASS #37	06/30/20	277569	2,624.80-

BARNEY'S OF LAFAYETTE							
Sum							2,624.80-
00001 BATTERIES PLUS BULBS #63	P27340706 PO	00199543	19005522	AED BATTERIES ALL FIRE DEPTS	06/30/20	277570	449.50-

BATTERIES PLUS BULBS #63							
Sum							449.50-
00001 BENNETT'S LOCK & KEY SHO	066967	00199693	19005573	PANEL BOX LOCKS SEC CAMERAS	06/30/20	277573	75.00-
00001 BENNETT'S LOCK & KEY SHO	066972	00199966	19005607	KEYS SANIT DEPT	06/30/20	277573	10.00-

BENNETT'S LOCK & KEY SHO							
Sum							85.00-
00001 BIG IRON DIESEL REPAIR L	RO4104	00199920	19005608	REPRS U#20074 SANIT	06/30/20	277574	2,392.02-

BIG IRON DIESEL REPAIR L							
Sum							2,392.02-
00001 BILL'S DISCOUNT WHEEL &	33814	00199779	19005523	TIRES U#14682 LAND CODE	06/30/20	277575	299.52-

BILL'S DISCOUNT WHEEL &							
Sum							299.52-
00001 BONDED LIGHTNING PROTECT	835618	00194101	19005677	LIGHTNING PROTECT SYS P/SAFETY	06/30/20	277576	9,998.00-

BONDED LIGHTNING PROTECT							
Sum							9,998.00-

00001	CANON FINANCIAL SERVICES	21575555	00200146	19005655	COPIER 6/2020 PURCHASING	06/30/20	277582	167.53-

CANON FINANCIAL SERVICES								
Sum								167.53-
00001	CARQUEST AUTO PARTS STOR	14758-142780	00199911	19005580	REPR PTS U#15963 PUB WORKS	06/30/20	277584	524.00-
00001	CARQUEST AUTO PARTS STOR	14758-142958	00199973	19005598	REPR PTS U#20052 TRAFFIC	06/30/20	277584	163.92-
00001	CARQUEST AUTO PARTS STOR	14758-143014	00200028	19005650	REPR PTS VARI SANIT UNITS	06/30/20	277584	52.84-
00001	CARQUEST AUTO PARTS STOR	14758-141564	00199330	19005700	REPR PTS POLICE STOCK	06/30/20	277584	177.70-
00001	CARQUEST AUTO PARTS STOR	14758-141565	00199330	19005701	REPR PTS POLICE STOCK	06/30/20	277584	60.54-
00001	CARQUEST AUTO PARTS STOR	14758-141566	00199330	19005702	REPR PTS U#19341 POLICE	06/30/20	277584	74.00-
00001	CARQUEST AUTO PARTS STOR	14758-141567	00199330	19005703	REPR PTS POLICE STOCK	06/30/20	277584	154.90-
00001	CARQUEST AUTO PARTS STOR	14758-141568	00199330	19005704	REPR PTS POLICE STOCK	06/30/20	277584	81.48-
00001	CARQUEST AUTO PARTS STOR	14758-141569	00199330	19005705	REPR PTS POLICE STOCK	06/30/20	277584	94.76-
00001	CARQUEST AUTO PARTS STOR	14758-141580	00199330	19005706	REPR PTS U#16641 POLICE	06/30/20	277584	335.80-
00001	CARQUEST AUTO PARTS STOR	14758-143230	00200114	19005710	REPR PTS CEMETERY STOCK	06/30/20	277584	42.11-
00001	CARQUEST AUTO PARTS STOR	14758-142457	00199760	19005740	BRAKE FLUID/CLEANER P/W SHOP	06/30/20	277584	101.70-
00001	CARQUEST AUTO PARTS STOR	14758-142456	00199760	19005749	BRAKE FLUID/CLEANER P/W SHOP	06/30/20	277584	101.86-
00001	CARQUEST AUTO PARTS STOR	14758-142458	00199760	19005750	CREDIT INV#14758-142456	06/30/20	277584	101.86
00001	CARQUEST AUTO PARTS STOR	14758-142648	00199867	19005764	REPR PTS U#14714 & U#11201	06/30/20	277584	202.58-
00001	CARQUEST AUTO PARTS STOR	14758-143239	00200124	19005765	REPR PTS U#14715 PUB WORKS	06/30/20	277584	368.71-
00001	CARQUEST AUTO PARTS STOR	14758-143420	00200231	19005766	REPR PTS U#15964 PUB WORKS	06/30/20	277584	24.64-

CARQUEST AUTO PARTS STOR								
Sum								2,459.68-
00001	CENTRAL ALABAMA TRAINING	17041076	00199431	19005597	CASCADE SYS REPR #1 FIRE STA	06/30/20	277586	63.00-

CENTRAL ALABAMA TRAINING								
Sum								63.00-
00001	CENTRAL PIPE SUPPLY INC	S100220009.0	00199869	19005648	PERMA PATCH SUPP PUBLIC WORKS	06/30/20	277587	850.00-

CENTRAL PIPE SUPPLY INC								
Sum								850.00-
00001	CINTAS CORPORATION #J66	4053138072	00199954	19005551	UNIFORMS 6/15 TRAFFIC	06/30/20	277594	25.00-
00001	CINTAS CORPORATION #J66	4053137773	00199954	19005552	MOP/MAT 6/15 TRAFFIC	06/30/20	277594	6.36-
00001	CINTAS CORPORATION #J66	4052470275	00199951	19005553	UNIFORMS 6/08 PUBLIC WORKS	06/30/20	277594	27.75-
00001	CINTAS CORPORATION #J66	4052470110	00199951	19005554	UNIFORMS 6/08 PUBLIC WORKS	06/30/20	277594	76.69-
00001	CINTAS CORPORATION #J66	4052470443	00199951	19005555	UNIFORMS 6/08 PUBLIC WORKS	06/30/20	277594	117.16-
00001	CINTAS CORPORATION #J66	4052470266	00199951	19005556	UNIFORMS 6/08 PUBLIC WORKS	06/30/20	277594	223.93-
00001	CINTAS CORPORATION #J66	4053138099	00199951	19005557	UNIFORMS 6/15 PUBLIC WORKS	06/30/20	277594	56.16-
00001	CINTAS CORPORATION #J66	4053137828	00199951	19005559	UNIFORMS 6/15 PUBLIC WORKS	06/30/20	277594	76.69-
00001	CINTAS CORPORATION #J66	4053137885	00199951	19005560	UNIFORMS 6/15 PUBLIC WORKS	06/30/20	277594	84.73-
00001	CINTAS CORPORATION #J66	4052470358	00199951	19005561	UNIFORMS 6/08 PUBLIC WORKS	06/30/20	277594	23.22-
00001	CINTAS CORPORATION #J66	4052470416	00199951	19005562	UNIFORMS 6/08 PUBLIC WORKS	06/30/20	277594	61.62-
00001	CINTAS CORPORATION #J66	4053138142	00199951	19005563	UNIFORMS 6/15 PUBLIC WORKS	06/30/20	277594	23.22-
00001	CINTAS CORPORATION #J66	4053138102	00199951	19005564	UNIFORMS 6/15 PUBLIC WORKS	06/30/20	277594	61.62-
00001	CINTAS CORPORATION #J66	4053137909	00199956	19005565	UNIFORMS 6/15 PUBLIC WORKS	06/30/20	277594	27.75-
00001	CINTAS CORPORATION #J66	4053137882	00199953	19005566	UNIFORMS 6/15 CONSTR	06/30/20	277594	55.11-
00001	CINTAS CORPORATION #J66	4053137970	00199953	19005567	UNIFORMS 6/15 P/W SHOP	06/30/20	277594	30.87-
00001	CINTAS CORPORATION #J66	4053138119	00199934	19005568	UNIFORMS 6/15 SANIT	06/30/20	277594	238.33-
00001	CINTAS CORPORATION #J66	4053714311	00200115	19005666	UNIFORMS 6/22 PUBLIC WORKS	06/30/20	277594	27.75-
00001	CINTAS CORPORATION #J66	4053714593	00200115	19005667	UNIFORMS 6/22 PUBLIC WORKS	06/30/20	277594	56.16-
00001	CINTAS CORPORATION #J66	4053714151	00200115	19005668	UNIFORMS 6/22 PUBLIC WORKS	06/30/20	277594	76.69-

00001	CINTAS CORPORATION #J66	4053714270	00200115	19005669	UNIFORMS 6/22 PUBLIC WORKS	06/30/20	277594	98.38-
00001	CINTAS CORPORATION #J66	4053714498	00200115	19005670	MOP/MAT 6/22 GO&FS	06/30/20	277594	23.22-
00001	CINTAS CORPORATION #J66	4053714484	00200115	19005671	MOP/MAT 6/22 GO&FS	06/30/20	277594	61.62-
00001	CINTAS CORPORATION #J66	4053714473	00200202	19005737	UNIFORMS 6/22 TRAFFIC	06/30/20	277594	25.00-
00001	CINTAS CORPORATION #J66	4053714153	00200202	19005738	MOP/MAT 6/22 TRAFFIC	06/30/20	277594	6.36-
00001	CINTAS CORPORATION #J66	4053714371	00200201	19005741	UNIFORMS 6/22 P/W SHOP	06/30/20	277594	30.87-
00001	CINTAS CORPORATION #J66	4053714253	00200201	19005742	UNIFORMS 6/22 CONSTR	06/30/20	277594	55.11-
00001	CINTAS CORPORATION #J66	4053714587	00200194	19005747	UNIFORMS 6/22 SANIT	06/30/20	277594	152.33-

CINTAS CORPORATION #J66								
Sum								1,829.70-
00001	CIOX HEALTH	307081370	00199877	19005510	MED RECORDS T HUNTER	06/30/20	277595	14.90-
00001	CIOX HEALTH	0301935213	00199877	19005511	MED RECORDS D BAKER	06/30/20	277595	14.00-
00001	CIOX HEALTH	0301935039	00199877	19005512	MED RECORDS J WALKER	06/30/20	277595	16.85-
00001	CIOX HEALTH	032555836	00199877	19005513	MED RECORDS M GARRAWAY	06/30/20	277595	95.60-
00001	CIOX HEALTH	0302457185	00199877	19005514	MED RECORDS L DANTZLER	06/30/20	277595	14.00-
00001	CIOX HEALTH	0302552625	00199877	19005515	MED RECORDS L DANTZLER	06/30/20	277595	52.70-
00001	CIOX HEALTH	032542063	00199877	19005516	MED RECORDS S PAUL	06/30/20	277595	15.20-
00001	CIOX HEALTH	0301934782	00199877	19005517	MED RECORDS J RILEY	06/30/20	277595	14.00-
00001	CIOX HEALTH	0302535542	00199877	19005518	MED RECORDS L TURNER	06/30/20	277595	17.15-
00001	CIOX HEALTH	0306150221	00199877	19005519	MED RECORDS D CLAYTON	06/30/20	277595	14.00-
00001	CIOX HEALTH	0306150536	00199877	19005520	MED RECORDS C WRIGHT	06/30/20	277595	14.00-

CIOX HEALTH								
Sum								282.40-
00001	CITY OF HATTIESBURG FUND	TRF TO COVER	02020631	19005589	TRF TO COVER 2ND 6/20 PAYROLL	06/16/20	10063	1,085,138.60-

CITY OF HATTIESBURG FUND								
Sum								1,085,138.60-
00001	CITY OF HATTIESBURG FUND	086086.2605	02020628	19005543	TRF 1% SPEC SALES TAX-HOTELS	06/15/20	10060	13,727.22-
00001	CITY OF HATTIESBURG FUND	086086.2607	02020629	19005544	TRF 1% SPEC SALES TAX-RESTAUR	06/15/20	10061	129,497.07-

CITY OF HATTIESBURG FUND								
Sum								143,224.29-
00001	CLARION LEDGER (ADVERTIS	211698	00033	00199974	19005604 CITY WIDE ADS/NOTICES ENGR	06/30/20	277596	111.47-

CLARION LEDGER (ADVERTIS								
Sum								111.47-
00001	CLEMTS HARDWARE	125351	00199719	19005649	PUSH BROOMS RECYCLE AREA	06/30/20	277597	45.98-

CLEMTS HARDWARE								
Sum								45.98-
00001	COASTAL AUTOMOTIVE EQUIP	7914	00199379	19005606	EQUIP REPR P/W SHOP	06/30/20	277598	910.00-

COASTAL AUTOMOTIVE EQUIP								
Sum								910.00-
00001	COMCAST	839641073089	00199936	19005546	CABLE 6/15-7/14 CITY HALL	06/30/20	277599	308.27-

COMCAST								
Sum								308.27-

00001 COMMERCIAL STATIONERY CO 436573-0	00199883 19005542 JANIT SUPP P/F ACADEMY	06/30/20	277600	363.49-
COMMERCIAL STATIONERY CO				
Sum				363.49-
00001 COURTNEY'S RESTAURANT EQ 13460	00200021 19005756 ICE MACH MAINT TRAIN DEPOT	06/30/20	277603	307.82-
COURTNEY'S RESTAURANT EQ				
Sum				307.82-
00001 COVINGTON SALES & SERVIC 86652	00199696 19005600 REPR PTS U#21466 PUB WORKS	06/30/20	277604	25.69-
COVINGTON SALES & SERVIC				
Sum				25.69-
00001 CUMMINS MID SOUTH LLC C6-20563	00199832 19005639 ECM WIRE FIRE DEPT SHOP	06/30/20	277606	37.00-
CUMMINS MID SOUTH LLC				
Sum				37.00-
00001 CUSTOM AUTO CREATIONS 390	00200200 19005728 REPR CONSOLE U#17741 POLICE	06/30/20	277607	30.00-
CUSTOM AUTO CREATIONS				
Sum				30.00-
00001 DOLEAC ELECTRIC CO INC GEN-H23608	00200094 19005646 GENERATOR MAINT CITY HALL	06/30/20	277609	98.00-
DOLEAC ELECTRIC CO INC				
Sum				98.00-
00001 ECONOMY SUPPLY CO 035158	00199839 19005581 ROOF REPR MATLS EMP CLINIC	06/30/20	277610	107.40-
00001 ECONOMY SUPPLY CO 035467	00199961 19005631 VARI BATTERIES CONSTR DEPT	06/30/20	277610	155.90-
00001 ECONOMY SUPPLY CO 036030	00200164 19005762 BLDG MATLS P/W BRK/BATHROOMS	06/30/20	277610	1,116.70-
00001 ECONOMY SUPPLY CO 035949	00200244 19005779 SNEEZE SCREEN SCREWS C HALL	06/30/20	277610	67.50-
ECONOMY SUPPLY CO				
Sum				1,447.50-
00001 EDWARDS PROPERTY MGMT LL FILE #2020-1	02020625 19005535 DL RENEWAL STATION LEASE PYMT	06/30/20	277611	1,100.00-
EDWARDS PROPERTY MGMT LL				
Sum				1,100.00-
00001 EMERGENCY EQUIPMENT PROF 451626	00199752 19005577 REPR PTS U#13933 FIRE DEPT	06/30/20	277613	136.36-
00001 EMERGENCY EQUIPMENT PROF 451590	00199756 19005578 REPR PTS U#14517 FIRE DEPT	06/30/20	277613	1,808.32-
00001 EMERGENCY EQUIPMENT PROF 451944	00199831 19005760 REPR PTS U#15491 FIRE DEPT	06/30/20	277613	2,316.74-
EMERGENCY EQUIPMENT PROF				
Sum				4,261.42-
00001 EMERGENCY MANAGEMENT DIS 04302020	00199970 19005558 SHELTER STAFFING	06/16/20	10062	5,000.00-
EMERGENCY MANAGEMENT DIS				
Sum				5,000.00-
00001 EMPIRE TRUCK SALES (H'BU CE006164897:	00198960 19005601 REPR PTS U#20503 PUB WORKS	06/30/20	277614	285.14-
00001 EMPIRE TRUCK SALES (H'BU CE006166279:	00199822 19005602 REPR PTS U#20503 PUB WORKS	06/30/20	277614	28.29-
EMPIRE TRUCK SALES (H'BU				
Sum				313.43-

00001	FEDERAL EXPRESS	7-34-63336	00199931	19005545	SERVS 6/2/2020 M/ADM	06/30/20	277617	61.82-

FEDERAL EXPRESS								
Sum								
00001	FERRARA FIRE APPARATUS I	INV00000W032	00198915	19005579	REPR PTS U#11353 FIRE DEPT	06/30/20	277618	61.82-
								110.98-

FERRARA FIRE APPARATUS I								
Sum								
00001	FIREFIGHTERS BOOKSTORE	INV396664	00199730	19005686	BOOKS POLICE RECRUITS	06/30/20	277619	110.98-
								674.50-

FIREFIGHTERS BOOKSTORE								
Sum								
00001	FORERUNNER TECHNOLOGIES,	INV345360	00200171	19005695	PHONE SYS MAINT CITY HALL	06/30/20	277620	674.50-
								920.00-

FORERUNNER TECHNOLOGIES,								
Sum								
00001	FORREST GENERAL HOSPITAL EAP CHARGE 6	00200024	19005621	EAP CHARGE 6/2020		06/30/20	277621	920.00-
00001	FORREST GENERAL HOSPITAL EAP CHARGE 7	00200024	19005622	EAP CHARGE 7/2020		06/30/20	277621	1,785.00-
								1,785.00-

FORREST GENERAL HOSPITAL								
Sum								
00001	GILKEY ELECTRIC SUPPLY C	324348	00199922	19005757	PARTS FOR PROJECT NOLA	06/30/20	277624	3,570.00-
								14.50-

GILKEY ELECTRIC SUPPLY C								
Sum								
00001	GILLILANDS ELECTRONICS S	71965	00200086	19005634	FIRE ALARM SYS CHECK T DEPOT	06/30/20	277625	14.50-
00001	GILLILANDS ELECTRONICS S	72005	00200086	19005635	PANIC BUTTON BATTERY T DEPOT	06/30/20	277625	85.00-
00001	GILLILANDS ELECTRONICS S	72002	00200163	19005696	FAX REPAIR MAYOR'S OFFICE	06/30/20	277625	147.91-
00001	GILLILANDS ELECTRONICS S	71990	00200182	19005707	INSTALL NEW PHONE P/F ACADEMY	06/30/20	277625	85.00-
00001	GILLILANDS ELECTRONICS S	71978	00200170	19005708	INSTALL INTERNET #4 FIRE STA	06/30/20	277625	85.00-
00001	GILLILANDS ELECTRONICS S	71993	00200203	19005745	CHECK PHONES TRAFFIC/CONSTR	06/30/20	277625	204.70-
00001	GILLILANDS ELECTRONICS S	72129	00200245	19005758	PHONE RENT 6/2020 POLICE	06/30/20	277625	85.00-
								884.99-

GILLILANDS ELECTRONICS S								
Sum								
00001	GRAINGER	9474837235	00197936	19005637	HELMET HEADSETS POLICE DEPT	06/30/20	277626	1,577.60-
00001	GRAINGER	9563547158	00200029	19005647	RESCUE EQUIP P/F ACADEMY	06/30/20	277626	1,370.48-
								1,317.60-

GRAINGER								
Sum								
00001	GRIFFIN, HAZEL (REFUND)	CEMETERY BUY	02020635	19005632	BUY BACK ONE CEMETERY SPACE	06/18/20	10064	2,688.08-
								175.00-

GRIFFIN, HAZEL (REFUND)								
Sum								
00001	GROVER BROS RESTAURANT &	220000020245	00199861	19005592	MICROWAVE TRAIN DEPOT KITCHEN	06/30/20	277627	175.00-
								414.00-

GROVER BROS RESTAURANT &								
Sum								
00001	GULF GUARANTY EMPLOYEE B	200626092412	00200276	19005781	INMATE MED BILLS 5/26-6/25/20	06/30/20	277628	414.00-
								6,729.56-

GULF GUARANTY EMPLOYEE B								
Sum								
								6,729.56-

00001 H'BURG MEDICAL SUPPLY	535221	00200183 19005726 THERMOMETERS POLICE COVID-19	06/30/20	277629	445.00-

H'BURG MEDICAL SUPPLY					
Sum					445.00-
00001 HANCOCK BANK TRUST & FIN 6/23/20		02020640 19005693 MDB 2001 BONDS 6/20 PYMT	06/23/20	10065	1,985.47-

HANCOCK BANK TRUST & FIN					
Sum					1,985.47-
00001 HATTIESBURG HYDRAULICS I 84269		00199897 19005582 REPR PTS U#20068/20072 SANIT	06/30/20	277632	649.54-
00001 HATTIESBURG HYDRAULICS I 84311		00199941 19005609 REPR PTS U#20073 SANIT	06/30/20	277632	66.02-
00001 HATTIESBURG HYDRAULICS I 84317		00199910 19005629 REPR PTS U#14956 PUB WORKS	06/30/20	277632	444.46-
00001 HATTIESBURG HYDRAULICS I 84320		00199910 19005630 REPR PTS U#15082 PUB WORKS	06/30/20	277632	984.36-

HATTIESBURG HYDRAULICS I					
Sum					2,144.38-
00001 HICKS LAW FIRM, LLC	9522	00199959 19005594 SRVS PRECISION CONSTR VS CITY	06/30/20	277635	10,059.00-
00001 HICKS LAW FIRM, LLC	9521	00199960 19005595 SRVS PLAAS VS CITY	06/30/20	277635	790.43-

HICKS LAW FIRM, LLC					
Sum					10,849.43-
00001 HOLLAND VETERINARY HOSPI ACCT#85 3575		00200125 19005658 SERVS NARCO POLICE K-9	06/30/20	277636	394.90-

HOLLAND VETERINARY HOSPI					
Sum					394.90-
00001 INTERFACE SECURITY SYSTE	19735279	00200165 19005711 SECURITY 7/20 HIGHLAND CEM	06/30/20	277637	34.34-
00001 INTERFACE SECURITY SYSTE	19740744	00200165 19005712 SECURITY 7/20 SOUTH HILL CEM	06/30/20	277637	31.15-

INTERFACE SECURITY SYSTE					
Sum					65.49-
00001 INTERNATIONAL CITY/COUNT	570095 ELLAR	00200214 19005723 MBRSHP DUES ELLARD URBAN DEV	06/30/20	277638	200.00-

INTERNATIONAL CITY/COUNT					
Sum					200.00-
00001 IRBY, STUART C CO	S011936481.0	00199685 19005587 TOOL BACKPACK CONSTR DEPT	06/30/20	277639	124.00-
00001 IRBY, STUART C CO	S011936489.0	00199665 19005683 ELEC SUPP POL SECURITY CAMERA	06/30/20	277639	94.64-
00001 IRBY, STUART C CO	S011939838.0	00199764 19005684 ELEC SUPP POL SECURITY CAMERA	06/30/20	277639	85.00-
00001 IRBY, STUART C CO	S011948768.0	00199963 19005690 PLIERS CONST DEPT ELECTRICIAN	06/30/20	277639	34.20-

IRBY, STUART C CO					
Sum					337.84-
00001 JOHNNY'S WRECKER SERVICE	40300	00199933 19005550 TOWING U#14406 SANIT	06/30/20	277641	250.00-
00001 JOHNNY'S WRECKER SERVICE	39657	00200224 19005733 TOWING U#13933 FIRE DEPT	06/30/20	277641	350.00-

JOHNNY'S WRECKER SERVICE					
Sum					600.00-
00001 JONES & BARTLETT PUBLISH	27218	00199561 19005521 BOOKS P/F ACADEMY	06/30/20	277642	3,050.77-

JONES & BARTLETT PUBLISH					
Sum					3,050.77-

00001 LAMAR CTY SHERIFF	JAIL 9/2019	00199879 19005525 JAIL EXPENSE 9/2019	06/30/20	277644	570.00-
00001 LAMAR CTY SHERIFF	JAIL 5/2020	00199879 19005526 JAIL EXPENSE 5/2020	06/30/20	277644	60.00-
00001 LAMAR CTY SHERIFF	JAIL 3/2020	00199879 19005527 JAIL EXPENSE 3/2020	06/30/20	277644	960.00-

LAMAR CTY SHERIFF					
Sum					1,590.00-
00001 LANCASTER'S MACHINE & WE	024497	00200199 19005771 MAKE AUGER PIN U#20067 P/W	06/30/20	277646	125.00-
00001 LANCASTER'S MACHINE & WE	024498	00200212 19005783 REPRS U#20373 PUBLIC WORKS	06/30/20	277646	650.00-

LANCASTER'S MACHINE & WE					
Sum					775.00-
00001 LARRY'S WRECKER SERVICE	7683	00199901 19005541 TOWING U#19343 POLICE	06/30/20	277648	55.00-

LARRY'S WRECKER SERVICE					
Sum					55.00-
00001 LINEBARGER GOGGAN BLAIR	5/20/2020	02020636 19005644 POLICE FINES COLL.FEE	06/30/20	277649	2,074.69-
00001 LINEBARGER GOGGAN BLAIR	06/15/2020	02020642 19005715 POLICE FINES COLL.FEE	06/30/20	277649	1,029.86-

LINEBARGER GOGGAN BLAIR					
Sum					3,104.55-
00001 M M C MATERIALS INC-H'BU	640975	00197490 19005676 CONCRETE VARI CITY LOC	06/30/20	277650	960.00-

M M C MATERIALS INC-H'BU					
Sum					960.00-
00001 MAPLES GAS COMPANY	178468	00199800 19005507 GAS FOR P/W FUEL STATION	06/30/20	277651	4,595.38-

MAPLES GAS COMPANY					
Sum					4,595.38-
00001 MCELHANEY PLUMBING INC	284708	00199487 19005572 WATER HEATER INFO TECH DEPT	06/30/20	277652	512.83-
00001 MCELHANEY PLUMBING INC	285189	00200060 19005638 PLUMB SUPP #1 FIRE STA	06/30/20	277652	237.80-
00001 MCELHANEY PLUMBING INC	285190	00200053 19005679 PLUMB SUPP CITY HALL RESTROOM	06/30/20	277652	118.90-

MCELHANEY PLUMBING INC					
Sum					869.53-
00001 MEDICAL ANALYSIS-GHV	10515	00200127 19005657 EMP CLINIC FEES	06/30/20	277653	29,999.94-

MEDICAL ANALYSIS-GHV					
Sum					29,999.94-
00001 METRIX SOLUTIONS	M54666	00199396 19005777 NETWORK SECURITY 3 YEAR LIC	06/30/20	277654	390.09-

METRIX SOLUTIONS					
Sum					390.09-
00001 MID SOUTH GLASS INC	0047314	00199809 19005574 PLEXIGLASS FOR DISPATCH OFFC	06/30/20	277655	52.00-
00001 MID SOUTH GLASS INC	0047375	00200243 19005780 SNEEZE SCREENS CITY HALL	06/30/20	277655	720.00-

MID SOUTH GLASS INC					
Sum					772.00-
00001 MIDSOUTH SOLUTIONS	149664	00198496 19005537 BOOTS RECRUIT CLASS #37	06/30/20	277656	1,141.00-

MIDSOUTH SOLUTIONS					
Sum					1,141.00-

00001 MISSISSIPPI AG COMPANY, P49822	00200037 19005674 REPR PTS U#14808 CHIPPER CEM	06/30/20	277658	83.94-

MISSISSIPPI AG COMPANY,				
Sum				83.94-
00001 MISSISSIPPI INDUSTRIES F 0046577-IN	00200135 19005772 FIRST AID KIT/SUPP PUB WORKS	06/30/20	277659	219.88-

MISSISSIPPI INDUSTRIES F				
Sum				219.88-
00001 MOLLY MAID	CEMETERY 6/1 00199621 19005533 SERVS 6/2020 HILND CEMETERY	06/30/20	277660	245.00-

MOLLY MAID				
Sum				245.00-
00001 MONTAGUE, PITTMAN & VARN 48016	00199945 19005547 SRVS CIVIL SERVICE COMM FEE	06/30/20	277661	500.00-
00001 MONTAGUE, PITTMAN & VARN 47936	00199975 19005596 MNTHLY CIVIL SERV COMM FEE	06/30/20	277661	500.00-

MONTAGUE, PITTMAN & VARN				
Sum				1,000.00-
00001 MS DEPARTMENT OF ENVIRON C/111 UST-00	00200134 19005672 ANNUAL TANK INSPECTION	06/30/20	277663	300.00-

MS DEPARTMENT OF ENVIRON				
Sum				300.00-
00001 MS POWER COMPANY	6/20 GENERAL 00202018 19005753 MNTHLY ELEC-GENERAL	06/30/20	277665	124,226.31-

MS POWER COMPANY				
Sum				124,226.31-
00001 MS TURF	261567 00199978 19005642 GRASS SOD FOR CEMETERIES	06/30/20	277666	230.00-

MS TURF				
Sum				230.00-
00001 MULTITECH OFFICE MACHINE 20060364	00199865 19005590 PRINTER TONER ACCTG DEPT	06/30/20	277667	369.95-
00001 MULTITECH OFFICE MACHINE 20060365	00199866 19005613 TONER CARTRIDGES ACCTG DEPT	06/30/20	277667	269.90-

MULTITECH OFFICE MACHINE				
Sum				639.85-
00001 NEEL-SCHAFFER INC	1065588 00200259 19005784 SRVS MS4 PROGRAM MANAGEMENT	06/30/20	277668	4,583.33-
00001 NEEL-SCHAFFER INC	1065579 00200266 19005785 SRVS HARDY/CONCART DRNGE	06/30/20	277668	4,290.00-

NEEL-SCHAFFER INC				
Sum				8,873.33-
00001 NEWELL PAPER COMPANY	4084255 00199728 19005531 BUFFING PADS CONSTR DEPT	06/30/20	277669	48.80-
00001 NEWELL PAPER COMPANY	4084058 00199620 19005591 JANIT SUPP CITY HALL	06/30/20	277669	159.87-
00001 NEWELL PAPER COMPANY	4084820 00199903 19005680 TRASH BAGS POLICE DEPT	06/30/20	277669	608.97-

NEWELL PAPER COMPANY				
Sum				817.64-
00001 OFFICE DEPOT INC	506030067001 00199546 19005585 OFFICE SUPP CITY COUNCIL	06/30/20	277671	387.74-
00001 OFFICE DEPOT INC	502213227001 00199502 19005713 LYSOL SPRAY LDC/PLAN COVID-19	06/30/20	277671	67.55-

OFFICE DEPOT INC				
Sum				455.29-

00001 PARISH TRACTOR (HATTIESB 02-124348	00199663 19005611 REPR PTS U#15999 HEALTH	06/30/20	277672	377.43-

PARISH TRACTOR (HATTIESB				377.43-
Sum				2,189.55-
00001 PATTERSON AUTO ELECTRIC 80447	00200071 19005685 REPRS U#19343 POLICE	06/30/20	277673	-----
PATTERSON AUTO ELECTRIC				2,189.55-
Sum				50.00-
00001 PEANUTS TOWING SERVICE 94443	00200154 19005661 TOWING U#17317 POLICE	06/30/20	277674	65.00-
00001 PEANUTS TOWING SERVICE 94525	00200154 19005662 TOWING U#19340 POLICE	06/30/20	277674	65.00-
00001 PEANUTS TOWING SERVICE 94532	00200219 19005729 TOWING U#18321 POLICE	06/30/20	277674	75.00-
00001 PEANUTS TOWING SERVICE 94551	00200219 19005730 TOWING U#94551 POLICE	06/30/20	277674	65.00-
00001 PEANUTS TOWING SERVICE 93103	00200219 19005731 TOWING PROCESSED VEHICLE	06/30/20	277674	-----
PEANUTS TOWING SERVICE				320.00-
Sum				1,307.79-
00001 PEARL RIVER VALLEY EPA (6/20 GENERAL	00202018 19005694 MNTHLY 6/20 PUBLIC SERVICES	06/30/20	277675	-----
PEARL RIVER VALLEY EPA (				1,307.79-
Sum				138.00-
00001 PFLUEGER, BRANDON	TRAVEL REIMB 00200056 19005626 EXPNS STATE FIRE ACADEMY	06/30/20	277677	-----
PFLUEGER, BRANDON				138.00-
Sum				4,998.00-
00001 PILEUM CORPORATION	P54608 00199704 19005778 PREPD BLOCK OF SUPPORT TIME	06/30/20	277679	-----
PILEUM CORPORATION				4,998.00-
Sum				498.40-
00001 PINE BELT INDUSTRIAL SUP 4179571-01	00198485 19005603 LAWNMOWER BELTS PUBLIC WORKS	06/30/20	277681	-----
PINE BELT INDUSTRIAL SUP				498.40-
Sum				9,760.04-
00001 PINE BELT MENTAL HEALTHC 2020-05	00200257 19005755 SRVS 5/2020 HLTH COURT GRANT	06/30/20	277682	-----
PINE BELT MENTAL HEALTHC				9,760.04-
Sum				3,245.12-
00001 PINE BELT OIL COMPANY IN 10725791	00199801 19005508 DIESEL FOR P/W FUEL STATION	06/30/20	277683	5,230.65-
00001 PINE BELT OIL COMPANY IN 10724709	00199935 19005583 GAS FOR P/W FUEL STATION	06/30/20	277683	3,143.11-
00001 PINE BELT OIL COMPANY IN 1444129	00199935 19005584 DIESEL FOR P/W FUEL STATION	06/30/20	277683	-----
PINE BELT OIL COMPANY IN				11,618.88-
Sum				40,796.35-
00001 PINE BELT REGIONAL SOLID 100006 8/202	00200103 19005651 RUBBISH DISPOSAL 5/20 SANIT	06/30/20	277684	-----
PINE BELT REGIONAL SOLID				40,796.35-
Sum				368.61-
00001 POWER DESIGN INC	13110 00199366 19005761 GENERATOR COVER PUBLIC WORKS	06/30/20	277685	-----
POWER DESIGN INC				368.61-
Sum				

00001 POWER HOUSE TOOLS & OUTD ML2TX7AE	00199689 19005643 AGRI EQUIP REPR PTS CEMETERY	06/30/20	277686	578.28-

POWER HOUSE TOOLS & OUTD				
Sum				578.28-
00001 PUCKETT MACHINERY COMPAN P05C5690203	00199907 19005770 REPR PTS U#20093 PUB WORKS	06/30/20	277687	1,089.93-

PUCKETT MACHINERY COMPAN				
Sum				1,089.93-
00001 REPUBLIC SERVICES INC	0991-0003112 00200095 19005653 RECYCLE CONTAINER DELIVERY	06/30/20	277689	2,440.23-

REPUBLIC SERVICES INC				
Sum				2,440.23-
00001 RICOH CORP	5059652386 G 00199875 19005509 PRODUCTION PRINTER CHARGES	06/30/20	277690	83.41-
00001 RICOH CORP	5059685259 00200050 19005614 COPIER 5/2020 PLANNING DIV	06/30/20	277690	134.75-
00001 RICOH CORP	5059685952 00200049 19005628 COPIER 5/20 LAND CODE DIV	06/30/20	277690	183.20-
00001 RICOH CORP	33594082 00200113 19005656 COPIER 6/15-7/14 HUMAN RES	06/30/20	277690	221.67-
00001 RICOH CORP	9028459180 00200169 19005709 COPIER 7/20 FIRE ADM	06/30/20	277690	192.00-
00001 RICOH CORP	9028459180(B 00200211 19005722 COPIER 7/20 PLANNING DIV	06/30/20	277690	232.90-
00001 RICOH CORP	33605090 00200210 19005736 COPIER 7/2020 LAND CODE	06/30/20	277690	110.00-

RICOH CORP				
Sum				1,157.93-
00001 RJ YOUNG COMPANY	INV3699108 00200032 19005625 COPIER 5/10-6/09 P/F ACADEMY	06/30/20	277691	198.00-
00001 RJ YOUNG COMPANY	INV3710008 00200208 19005724 GIS PLOTTER 5/17-6/16	06/30/20	277691	144.22-
00001 RJ YOUNG COMPANY	INV3710322 00200209 19005725 COPIER/OVRG 3/16-6/15 MPO DIV	06/30/20	277691	207.37-

RJ YOUNG COMPANY				
Sum				549.59-
00001 RJM MCQUEEN CONTRACTING	2170 00194020 19005743 INNSWOOD DRAINAGE REPAIRS	06/30/20	277692	2,500.00-

RJM MCQUEEN CONTRACTING				
Sum				2,500.00-
00001 ROBINSON ELECTRIC SUPPLY	2899-435194 00199962 19005691 ELECTRICIAN GLOVES CONST DEPT	06/30/20	277693	62.00-

ROBINSON ELECTRIC SUPPLY				
Sum				62.00-
00001 ROGERS, KEVIN	TITLE OPINIO 00200213 19005735 (9) TITLE OPINIONS LAND CODE	06/30/20	277694	2,250.00-

ROGERS, KEVIN				
Sum				2,250.00-
00001 SACKS OUTDOOR SUPPLY	1193 00199306 19005636 UNIFORM BOOTS POLICE DEPT	06/30/20	277695	679.60-

SACKS OUTDOOR SUPPLY				
Sum				679.60-
00001 SHERWIN-WILLIAMS COMPANY	1111-3 00200162 19005763 PAINT SUPP P/W BREAKROOM	06/30/20	277697	445.37-

SHERWIN-WILLIAMS COMPANY				
Sum				445.37-
00001 SHIPLEY'S DONUTS	120273 PO#20 00200067 19005687 REFRSHMNTS RECRUIT CLASS GRAD	06/30/20	277698	55.09-

SHIPLEY'S DONUTS				
Sum				55.09-

00001 SOLAR SUPPLY INC	3429504	00199913 19005593 A/C REPR PTS TRAIN DEPOT	06/30/20	277700	36.47-

SOLAR SUPPLY INC					
Sum					36.47-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 4/30/	02020643 19005716 POLICE FINES COLL.FEE	06/30/20	277702	79.60-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 5/29	02020644 19005717 POLICE FINES COLL.FEE	06/30/20	277702	527.10-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT3 5/29	02020645 19005718 POLICE FINES COLL.FEE	06/30/20	277702	1,604.34-

SOUTHERN FINANCIAL SYSTE					
Sum					2,211.04-
00001 SOUTHERN GAS & SUPPLY OF	35627464	00199787 19005605 WELDING SUPP P/W SHOP	06/30/20	277703	73.93-

SOUTHERN GAS & SUPPLY OF					
Sum					73.93-
00001 SOUTHERN MS PLANNING & D	12060(REV)	00193184 19005675 SRVS PAVEMENT MGMT PLAN MPO	06/30/20	277704	94,780.00-

SOUTHERN MS PLANNING & D					
Sum					94,780.00-
00001 SOUTHERN PINE ELECTRIC P	6/20 GENERAL	00202017 19005714 MNTHLY 6/20 PUBLIC SERVICES	06/30/20	277705	78.76-

SOUTHERN PINE ELECTRIC P					
Sum					78.76-
00001 SOUTHERN PINES ANIMAL SH	COB-14	00199872 19005532 HANDLING/HOUSING 6/2020	06/30/20	277706	14,583.33-
00001 SOUTHERN PINES ANIMAL SH	COB-15	00200248 19005773 HANDLING/HOUSING 7/2020	06/30/20	277707	14,583.33-

SOUTHERN PINES ANIMAL SH					
Sum					29,166.66-
00001 SOUTHERN PIPE & SUPPLY C	4241418-00	00200057 19005744 DRNGE REPRS 1207 OAKLEIGH DR	06/30/20	277708	1,998.00-

SOUTHERN PIPE & SUPPLY C					
Sum					1,998.00-
00001 SOUTHERN TIRE MART LLC (	2520035381	00199584 19005748 TIRES U#16238 CEMETERY	06/30/20	277711	621.56-
00001 SOUTHERN TIRE MART LLC (	2520036348	00199718 19005759 TIRES U#19645 P/F ACADEMY	06/30/20	277711	506.00-
00001 SOUTHERN TIRE MART LLC (	2520036855	00200089 19005767 TIRES VARI PUB WORKS UNITS	06/30/20	277711	4,924.56-
00001 SOUTHERN TIRE MART LLC (	2520036862	00200089 19005768 TIRES VARI HEALTH DIV UNITS	06/30/20	277711	4,193.40-
00001 SOUTHERN TIRE MART LLC (	2520037197	00200132 19005775 TIRES U#21141 CEM DUMP TRUCK	06/30/20	277711	420.00-
00001 SOUTHERN TIRE MART LLC (	2520036851	00200090 19005786 TIRES VARI SANIT UNITS	06/30/20	277711	4,574.32-
00001 SOUTHERN TIRE MART LLC (	2520036879	00200090 19005787 TIRES VARI SANIT UNITS	06/30/20	277711	4,785.00-

SOUTHERN TIRE MART LLC (					
Sum					20,024.84-
00001 SPIRE ENERGY	6/20 GENERAL	00202018 19005754 MNTHLY GAS-GENERAL	06/30/20	277715	299.45-

SPIRE ENERGY					
Sum					299.45-
00001 STANDARD OFFICE SUPPLY C	5201474-0	00199863 19005536 OFFICE SUPP CITY CLERK/TAX	06/30/20	277716	319.94-

STANDARD OFFICE SUPPLY C					
Sum					319.94-

00001 STAPLES	3449215360	00200041 19005645 OFFICE SUPP UD GRANT COORD	06/30/20	277717	70.33-
00001 STAPLES	3449215361	00200042 19005688 OFFICE SUPP LAND CODE DIV	06/30/20	277717	36.22-
00001 STAPLES	3449215362	00200042 19005689 OFFICE SUPP LAND CODE DIV	06/30/20	277717	204.66-

STAPLES					
Sum					311.21-
00001 SUNBELT FIRE INC	324110	00199820 19005586 REPR PTS U#15491 FIRE DEPT	06/30/20	277718	499.89-

SUNBELT FIRE INC					
Sum					499.89-
00001 TAYLOR RENTAL CENTER	1-314564-04	00199250 19005620 TENT RNTL COVID-19 TEST SITE	06/30/20	277719	1,414.00-

TAYLOR RENTAL CENTER					
Sum					1,414.00-
00001 THYSSENKRUPP ELEVATOR CO	3005291422	00200246 19005776 MAINT 6/2020 PINE ST GARAGE	06/30/20	277722	516.14-

THYSSENKRUPP ELEVATOR CO					
Sum					516.14-
00001 TMH	210442	00200126 19005654 INTERIM BILL FY 19 AUDIT	06/30/20	277723	36,650.00-

TMH					
Sum					36,650.00-
00001 TYLER TECHNOLOGIES INC	025-299031	00182839 19005692 ENERGОВ UPGRADE PYMT URBAN DEV	06/30/20	277725	3,150.00-
00001 TYLER TECHNOLOGIES INC	045-305722	00200174 19005697 TYLER TECH MUNIS IMPLEMENTATN	06/30/20	277725	4,200.00-
00001 TYLER TECHNOLOGIES INC	025-295604	00200204 19005751 ENERGОВ UPGRADE URBAN DEV	06/30/20	277725	875.00-
00001 TYLER TECHNOLOGIES INC	025-298859	00200204 19005752 ENERGОВ UPGRADE URBAN DEV	06/30/20	277725	962.50-

TYLER TECHNOLOGIES INC					
Sum					9,187.50-
00001 U SAVE AUTO RENTAL	17695	00200157 19005732 VAN RENT RECRUITS CPAT TESTS	06/30/20	277726	99.95-

U SAVE AUTO RENTAL					
Sum					99.95-
00001 UNDERWOOD OUTDOOR POWER, 87742		00199943 19005641 BAR/CHAIN OIL CEM TREE CREW	06/30/20	277727	191.84-

UNDERWOOD OUTDOOR POWER,					
Sum					191.84-
00001 UNITED FENCE COMPANY	20408	00198997 19005588 GATE 4 REPR AIRPORT	06/30/20	277728	2,312.00-

UNITED FENCE COMPANY					
Sum					2,312.00-
00001 UNITED PARCEL SERVICE IN 00008E1Y1523		00199906 19005540 SHIP FEES 3/7 & 4/4 POLICE	06/30/20	277729	19.17-

UNITED PARCEL SERVICE IN					
Sum					19.17-
00001 UNIVERSITY OF SOUTHERN M TUITION K HA		00200036 19005627 TUITION SUMMER SEMESTER 2020	06/30/20	277731	1,098.00-

UNIVERSITY OF SOUTHERN M					
Sum					1,098.00-

00001 UNIVERSITY TIRE & SERVIC INV154207	00199710 19005524 REPRS U#14684 LAND CODE	06/30/20	277732	726.78-
00001 UNIVERSITY TIRE & SERVIC INV154246	00199692 19005727 TIRES U#17804 & POLICE STOCK	06/30/20	277732	2,586.34-
00001 UNIVERSITY TIRE & SERVIC INV155325	00200186 19005734 OIL CHANGE U#14683 LAND CODE	06/30/20	277732	47.20-

UNIVERSITY TIRE & SERVIC				
Sum				3,360.32-
00001 W GEOTECHNICAL AND TESTI 4298	00200118 19005673 TESTING PUB SAFETY COMPLEX	06/30/20	277734	2,137.50-

W GEOTECHNICAL AND TESTI				
Sum				2,137.50-
00001 WAL-MART STORES INC	PO#199733 6/ 00199733 19005720 OFFICE SUPP ACCTG DEPT	06/30/20	277735	68.54-
00001 WAL-MART STORES INC	PO#199567 6/ 00199567 19005721 OFFICE SUPP LOSS CONTROL DEPT	06/30/20	277735	270.42-

WAL-MART STORES INC				
Sum				338.96-
00001 WASTE MANAGEMENT OF SOUT 0012161-2526	00200097 19005652 RUBBISH DISPOSAL 5/20 SANIT	06/30/20	277737	1,641.86-

WASTE MANAGEMENT OF SOUT				
Sum				1,641.86-
00001 WATCH GUARD VIDEO	ADVREP190717 00199358 19005682 VISTA REPAIR POLICE DEPT	06/30/20	277738	480.00-

WATCH GUARD VIDEO				
Sum				480.00-
00001 WATERS INTERNATIONAL TRU 08S822140	00199569 19005534 REPRS U#21141 CEM DUMP TRUCK	06/30/20	277739	3,521.06-

WATERS INTERNATIONAL TRU				
Sum				3,521.06-
00001 WB MASON CO INC (FORMERL 210871207	00199646 19005570 PRINTER INK VARI DEPTS	06/30/20	277740	1,259.92-
00001 WB MASON CO INC (FORMERL 210967534	00199646 19005571 PRINTER INK VARI DEPTS	06/30/20	277740	332.40-

WB MASON CO INC (FORMERL				
Sum				1,592.32-
00001 WCO STUDIOS	2020109 00200156 19005663 VHS TO DVD RECRUIT CLASS #37	06/30/20	277741	191.25-
00001 WCO STUDIOS	2020110 00200156 19005664 VIDEO RECRUIT CLS #37 GRAD	06/30/20	277741	400.00-

WCO STUDIOS				
Sum				591.25-
00001 WHEELER'S JANITORIAL SUP 07240	00200022 19005739 TRASH BAGS PUBLIC WORKS	06/30/20	277742	245.00-

WHEELER'S JANITORIAL SUP				
Sum				245.00-

Sum				1,812,283.32-

INTAS CORPORATION #J66									
Sum									
00002	CITY OF HATTIESBURG FUND	TRF TO COVER	02020631	19001271	TRF TO COVER 2ND 6/20 PAYROLL	06/16/20	20015	1,263.62-	
								60,136.76-	

CITY OF HATTIESBURG FUND									
Sum									
00002	COMSOUTH		195312	00200016	19001296 RADIO REPR U#456 GRNDS MAINT	06/30/20	277601	60,136.76-	
								75.00-	

COMSOUTH									
Sum									
00002	DOLEAC ELECTRIC CO INC	H23571		00200013	19001272 REPR LIGHTS TATUM BALLFIELD	06/30/20	277609	75.00-	
								95.00-	

DOLEAC ELECTRIC CO INC									
Sum									
00002	ECONOMY SUPPLY CO	035425		00200017	19001286 BLDG MATLS GRNDS MAINT	06/30/20	277610	95.00-	
								226.80-	

ECONOMY SUPPLY CO									
Sum									
00002	ELKINS WHOLESALE INC	420902 00 00	00199881	19001274	JANIT SUPP GRNDS MAINT	06/30/20	277612	226.80-	
00002	ELKINS WHOLESALE INC	420902-01 00	00199881	19001275	JANIT SUPP GRNDS MAINT	06/30/20	277612	748.68-	
								47.20-	

ELKINS WHOLESALE INC									
Sum									
00002	FAGAN TREE AND SPRAYING	3349		00199763	19001284 SPRAY WEEDS HWY 49	06/30/20	277616	795.88-	
								800.00-	

FAGAN TREE AND SPRAYING									
Sum									
00002	GILKEY ELECTRIC SUPPLY C	324623		00200073	19001323 ELEC SUPP TATUM REC BLDG	06/30/20	277624	800.00-	
								523.50-	

GILKEY ELECTRIC SUPPLY C									
Sum									
00002	HAVARD PEST CONTROL INC	1569559		00199921	19001268 RODENT BOXES TATUM TENNIS	06/30/20	277633	523.50-	
00002	HAVARD PEST CONTROL INC	1607694		00199921	19001269 RODENT BOXES TATUM TENNIS	06/30/20	277633	50.00-	
								50.00-	

HAVARD PEST CONTROL INC									
Sum									
00002	IRBY, STUART C CO	S011883254.0	00199410	19001311	ELEC SUPP GRNDS MAINT	06/30/20	277639	100.00-	
								267.72-	

IRBY, STUART C CO									
Sum									
								267.72-	

00002 JERRY'S AUTOMOTIVE REPAI	20615	00200082 19001313 REPR PTS U#8937 TRUCK	06/30/20	277640	360.65-

JERRY'S AUTOMOTIVE REPAI					360.65-
Sum					237.80-
00002 MCELHANEY PLUMBING INC	284696	00199780 19001267 PLUMB SUPP TATUM TENNIS	06/30/20	277652	237.80-

MCELHANEY PLUMBING INC					237.80-
Sum					11,933.99-
00002 MS POWER COMPANY	6/30 PKS/REC	00202018 19001309 MNTHLY ELEC-PARKS & REC	06/30/20	277665	11,933.99-

MS POWER COMPANY					11,933.99-
Sum					229.53-
00002 NEWELL PAPER COMPANY	4084593	00199816 19001290 FLOOR SEAL/CEM MCNAIR CN/GYM	06/30/20	277669	96.11-
00002 NEWELL PAPER COMPANY	4085162	00200064 19001308 FLOOR CLEAN SUPP MCNAIR GYM	06/30/20	277669	288.00-
00002 NEWELL PAPER COMPANY	4085157	00199892 19001310 WASP SPRAY GRNDS MAINT	06/30/20	277669	-----

NEWELL PAPER COMPANY					613.64-
Sum					60.50-
00002 OFFICE DEPOT INC	2408620379	00197883 19001270 OFFICE SUPP TATUM REC OFFICE	06/30/20	277671	60.50-

OFFICE DEPOT INC					60.50-
Sum					75.00-
00002 PEANUTS TOWING SERVICE	94442	00200075 19001289 TOWING U#11213 TRUCK	06/30/20	277674	75.00-

PEANUTS TOWING SERVICE					75.00-
Sum					193.39-
00002 PIERCE PLUMBING INC	604689	00200009 19001273 LEAK REPR CAMERON FIELD	06/30/20	277678	193.39-

PIERCE PLUMBING INC					193.39-
Sum					237.48-
00002 PINE BELT CDJR, INC (MCM	507496	00199722 19001266 MAINT REPR U#18555 REC ADM	06/30/20	277680	237.48-

PINE BELT CDJR, INC (MCM					237.48-
Sum					161.70-
00002 SHERWIN-WILLIAMS COMPANY	0570-1	00199776 19001264 BALLFIELD PAINT	06/30/20	277697	74.69-
00002 SHERWIN-WILLIAMS COMPANY	1157-6	00200185 19001312 PAINT MACHINE SUPPLIES	06/30/20	277697	-----

SHERWIN-WILLIAMS COMPANY					236.39-
Sum					160.00-
00002 SOUTHERN TIRE MART (HARD	2520035621	00199650 19001318 REPRS U#20233 MOWER	06/30/20	277709	160.00-

SOUTHERN TIRE MART (HARD					160.00-
Sum					377.42-
00002 SOUTHERN TIRE MART LLC (	2520037056	00199949 19001314 TIRES U#11214 TRUCK	06/30/20	277711	102.00-
00002 SOUTHERN TIRE MART LLC (	2520036590	00200072 19001315 TIRE U#18558 TRUCK	06/30/20	277711	78.59-
00002 SOUTHERN TIRE MART LLC (	2520034137	00199347 19001317 REPRS U#20234 MOWER	06/30/20	277711	175.56-
00002 SOUTHERN TIRE MART LLC (	2520037088	00200109 19001319 TIRES U#20419 TRAILER	06/30/20	277711	78.00-
00002 SOUTHERN TIRE MART LLC (	2520035698	00200232 19001320 TIRE U#20419 TRAILER	06/30/20	277711	17.00-
00002 SOUTHERN TIRE MART LLC (	2520036227	00199927 19001321 FLAT REPR U#17085 MOWER	06/30/20	277711	78.00-
00002 SOUTHERN TIRE MART LLC (	2520035748	00199697 19001324 TIRE U#21328 TRAILER	06/30/20	277711	162.00-
00002 SOUTHERN TIRE MART LLC (	2520036101	00199785 19001325 TIRES U#17050 TRAILER	06/30/20	277711	-----

Sum

00200076 19001322 DUMPSTER SIGNS CAMERON/KP

06/30/20 277713

1,068.57-

316.50-

Sum

316.50-

Sum

87,787.78-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

PERIOD ENDING JUNE 30, 2020

Date - 06/26/20

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PAYROLL FUND							
00006 H'BURG FINANCE CO (GARN)	L PRICE	156	02020115	19000354 6/2020	06/19/20	60123	606.15-

H'BURG FINANCE CO (GARN)							606.15-
Sum							470.11-
00006 JOHNSON, AYLEEYA (GARN)	C HAYES		02020115	19000356 6/2020	06/19/20	60125	470.11-

JOHNSON, AYLEEYA (GARN)							470.11-
Sum							325.50-
00006 KEYS, W T (GARN)	J CRAWFORD		02020115	19000355 6/2020	06/19/20	60126	325.50-

KEYS, W T (GARN)							325.50-
Sum							1,376.72-
00006 PROVIDENT LIFE AND ACCID	6/2020		02020103	19000360 EMPLOYEE CONTIBRUTIONS 6/20	06/25/20	60133	1,376.72-

PROVIDENT LIFE AND ACCID							1,376.72-
Sum							41.18-
00006 STEADMAN, SUSAN K (GARN)	C HATHORN	3	02020115	19000350 6/2020	06/19/20	60129	41.18-

STEADMAN, SUSAN K (GARN)							41.18-
Sum							2,819.66-

00009	CENTRAL PIPE SUPPLY INC	S100219398.0	00199723	19001442	BADGER METERS WATER DEPT	06/30/20	277587	3,408.00-
00009	CENTRAL PIPE SUPPLY INC	S100219398.0	00199723	19001443	BADGER METERS WATER DEPT	06/30/20	277587	2,001.60-
00009	CENTRAL PIPE SUPPLY INC	S100216609.0	00199092	19001456	BADGER METERS TRANS DEPT	06/30/20	277587	4,624.80-
00009	CENTRAL PIPE SUPPLY INC	S100216609.0	00199092	19001457	BADGET METERS TRANS DEPT	06/30/20	277587	784.80-

CENTRAL PIPE SUPPLY INC								
Sum								
00009	CERTIFIED LABORATORIES	3985134	00199708	19001397	CHEMICALS PLANT WAREHOUSE	06/30/20	277588	10,819.20-

CERTIFIED LABORATORIES								
Sum								
00009	CINTAS CORPORATION #J66	4053139728	00199950	19001392	UNIFORMS 6/15 TRANS	06/30/20	277594	1,060.00-
00009	CINTAS CORPORATION #J66	4053139728	00199950	19001393	UNIFORMS 6/15 PLANT	06/30/20	277594	132.35-
00009	CINTAS CORPORATION #J66	4053139728	00199950	19001394	UNIFORMS 6/15 SEWER	06/30/20	277594	45.39-
00009	CINTAS CORPORATION #J66	4053139728	00199950	19001395	UNIFORMS 6/15 LAGOON	06/30/20	277594	24.02-
00009	CINTAS CORPORATION #J66	4053139728	00199950	19001395	UNIFORMS 6/15 LAGOON	06/30/20	277594	19.36-
00009	CINTAS CORPORATION #J66	4053139372	00199947	19001396	MOP/MAT 6/15 PLANT	06/30/20	277594	21.88-
00009	CINTAS CORPORATION #J66	4052472075	00199965	19001404	UNIFORMS 6/08 WTR SERVICE MEN	06/30/20	277594	51.92-
00009	CINTAS CORPORATION #J66	4053140103	00199965	19001405	UNIFORMS 6/15 WTR SERVICE MEN	06/30/20	277594	23.92-
00009	CINTAS CORPORATION #J66	4053715919	00200143	19001421	UNIFORMS 6/22 PLANT	06/30/20	277594	45.39-
00009	CINTAS CORPORATION #J66	4053715919	00200143	19001422	UNIFORMS 6/22 PLANT	06/30/20	277594	215.80-
00009	CINTAS CORPORATION #J66	4053715919	00200143	19001423	UNIFORMS 6/22 SEWER	06/30/20	277594	24.02-
00009	CINTAS CORPORATION #J66	4053715919	00200143	19001424	UNIFORMS 6/22 LAGOON	06/30/20	277594	19.36-
00009	CINTAS CORPORATION #J66	4053715577	00200142	19001425	MOP/MAT 6/22 PLANT	06/30/20	277594	21.88-

CINTAS CORPORATION #J66								
Sum								
00009	CITY OF HATTIESBURG FUND TRF TO COVER	02020631	19001403	TRF TO COVER 2ND 6/20 PAYROLL	06/16/20	90015	645.29-	

CITY OF HATTIESBURG FUND								
Sum								
00009	CORE & MAIN (HD SUPPLY W	M422740	00199516	19001439	PLUMB SUPP TRANS DEPT STOCK	06/30/20	277602	103,371.23-
00009	CORE & MAIN (HD SUPPLY W	M484747	00199516	19001440	PLUMB SUPP TRANS DEPT STOCK	06/30/20	277602	3,684.01-

CORE & MAIN (HD SUPPLY W								
Sum								
00009	DOLEAC ELECTRIC CO INC	GEN-H23583	00200093	19001415	GENERATOR REPR WTR BILLING	06/30/20	277609	3,701.50-
00009	DOLEAC ELECTRIC CO INC	GEN-H23601	00200102	19001417	GENERATOR MAINT SOUTH LAGOON	06/30/20	277609	196.00-
00009	DOLEAC ELECTRIC CO INC	GEN-H23581	00200102	19001418	GENERATOR MAINT NORTH LAGOON	06/30/20	277609	343.00-

DOLEAC ELECTRIC CO INC								
Sum								
00009	ENGINEERING UNLIMITED IN	INV059659	00199239	19001388	METER LOCKS/KEYS WTR BILLING	06/30/20	277615	735.00-

ENGINEERING UNLIMITED IN								
Sum								
00009	FEDERAL EXPRESS	7-047-77021	00200215	19001446	SERVS 6/16 SEWER DEPT	06/30/20	277617	1,692.61-

FEDERAL EXPRESS								
Sum								
107.16-								

00009 GILLILANDS ELECTRONICS S 72026	00200111 19001419 O/SIDE SPEAKER REPR WTR BILNG	06/30/20	277625	109.95-
00009 GILLILANDS ELECTRONICS S 72072	00200249 19001452 ALARM 7/20-10/20 WTR BILLING	06/30/20	277625	90.00-
00009 GILLILANDS ELECTRONICS S 72154	00200252 19001455 PHONE SYS RENT WTR PLANT	06/30/20	277625	148.16-

GILLILANDS ELECTRONICS S				
Sum				348.11-
00009 HACH COMPANY 11997963	00199939 19001438 CHEMICALS WTR PLT #2 LAB	06/30/20	277630	1,735.44-

HACH COMPANY				
Sum				1,735.44-
00009 JOHNNY'S WRECKER SERVICE 40107	00200139 19001426 PULL OUT U#18897 SEWER	06/30/20	277641	250.00-

JOHNNY'S WRECKER SERVICE				
Sum				250.00-
00009 L & A CONTRACTING CO 483-162	00200080 19001414 AERATOR MNT 6/1-6/14 LAGOONS	06/30/20	277643	43,721.23-

L & A CONTRACTING CO				
Sum				43,721.23-
00009 MCELHANEY PLUMBING INC 285301	00200184 19001453 PIPE WRENCHES TRANS DEPT	06/30/20	277652	83.70-
00009 MCELHANEY PLUMBING INC 285273	00200234 19001454 PLUMB SUPP WTR PLT#2 BATHROOM	06/30/20	277652	8.95-

MCELHANEY PLUMBING INC				
Sum				92.65-
00009 MISSION COMMUNICATIONS 1040713	00199925 19001386 ANNUAL SERV FOR LIFT STATIONS	06/30/20	277657	2,995.20-

MISSION COMMUNICATIONS				
Sum				2,995.20-
00009 MORGAN, C J INC 2020035	00200039 19001407 WTR REPRS PRESERVATION CRSNG	06/30/20	277662	43,542.49-

MORGAN, C J INC				
Sum				43,542.49-
00009 MS GRASS NURSERY 31338	00200084 19001431 GRASS SOD SEWER DEPT	06/30/20	277664	130.00-

MS GRASS NURSERY				
Sum				130.00-
00009 MS POWER COMPANY 6/20 W&SO&M	00202018 19001448 MNTHLY ELEC-W&SO&M	06/30/20	277665	78,235.45-

MS POWER COMPANY				
Sum				78,235.45-
00009 NORTH LAMAR WATER ASSN SEWER BILLIN	00199871 19001378 SEWER BILLING 5/2020	06/30/20	277670	146.00-

NORTH LAMAR WATER ASSN				
Sum				146.00-
00009 OFFICE DEPOT INC 2408887165	00199615 19001399 PRINTER INK WTR PLANT	06/30/20	277671	71.72-

OFFICE DEPOT INC				
Sum				71.72-

00009 PATTERSON AUTO ELECTRIC	80573	00199837 19001400 REPRS U#15646 PLANT	06/30/20	277673	547.60-
00009 PATTERSON AUTO ELECTRIC	80531	00199885 19001402 REPRS U#21382 SEWER DEPT	06/30/20	277673	686.83-
00009 PATTERSON AUTO ELECTRIC	80498	00200014 19001420 REPRS U#16166 TRANS	06/30/20	277673	141.30-

PATTERSON AUTO ELECTRIC					
Sum					1,375.73-
00009 PEARL RIVER VALLEY EPA (6/20 W&SO&M	00202018 19001434 MNTHLY 6/20 PUBLIC SERVICES	06/30/20	277675	141.48-	

PEARL RIVER VALLEY EPA (					
Sum					141.48-
00009 RAWLS SPRINGS UTILITY DI SEWER BILLIN	00200101 19001416 SEWER BILLING 6/2020	06/30/20	277688	194.00-	

RAWLS SPRINGS UTILITY DI					
Sum					194.00-
00009 RICOH CORP	5059652386 W 00199875 19001376 PRODUCTION PRINTER CHARGES	06/30/20	277690	177.37-	

RICOH CORP					
Sum					177.37-
00009 RJM MCQUEEN CONTRACTING	2158 00199948 19001389 5/2020 PUMPING	06/30/20	277692	8,771.00-	
00009 RJM MCQUEEN CONTRACTING	2156 00200038 19001411 CLEAN LIFT STATIONS/MANHOLES	06/30/20	277692	153,256.59-	

RJM MCQUEEN CONTRACTING					
Sum					162,027.59-
00009 SIGNS FIRST	H-72772 00199377 19001408 SIGNS WTR DEPT FACILITIES	06/30/20	277699	1,426.06-	
00009 SIGNS FIRST	H-72773 00199677 19001409 SIGNS WTR PLANT #2	06/30/20	277699	348.10-	

SIGNS FIRST					
Sum					1,774.16-
00009 SOUTHERN EXTERIORS FENCE	11503 00199923 19001383 FENCE INGRND WTR TANK WTR PLT	06/30/20	277701	4,950.00-	
00009 SOUTHERN EXTERIORS FENCE	11504(A) 00197080 19001384 FENCE REPRS WTR PLT #1	06/30/20	277701	1,400.00-	
00009 SOUTHERN EXTERIORS FENCE	11504(B) 00199924 19001385 ADDL AMT DUE PO#197080	06/30/20	277701	1,100.00-	

SOUTHERN EXTERIORS FENCE					
Sum					7,450.00-
00009 SOUTHERN PINE ELECTRIC P 6/20 W&SO&M	00202017 19001441 MNTHLY 6/20 PUBLIC SERVICES	06/30/20	277705	696.93-	

SOUTHERN PINE ELECTRIC P					
Sum					696.93-
00009 SOUTHERN PIPE & SUPPLY C	4151302-00 00199095 19001381 PLUMB SUPP LAGOON STOCK	06/30/20	277708	2,183.85-	
00009 SOUTHERN PIPE & SUPPLY C	4151302-01 00199095 19001382 PLUMB SUPP LAGOON STOCK	06/30/20	277708	173.40-	

SOUTHERN PIPE & SUPPLY C					
Sum					2,357.25-
00009 SOUTHERN TIRE MART LLC (2520036230	00199791 19001445 TIRE U#13176 TRANS	06/30/20	277711	411.02-	
00009 SOUTHERN TIRE MART LLC (2520035286	00199556 19001458 TIRES U#15775 TRANS	06/30/20	277711	252.04-	

SOUTHERN TIRE MART LLC (					
Sum					663.06-

00009 SPARTAN TOOL, LLC	640977	00200034 19001432 SEWER PUSH CAMERA LAGOON	06/30/20	277712	7,233.00-
00009 SPARTAN TOOL, LLC	639476	00199575 19001433 JETTER HOSE LAGOON	06/30/20	277712	1,941.62-

SPARTAN TOOL, LLC					
Sum					
00009 SPIRE ENERGY	6/20 W&SO&M	00202018 19001449 MNTHLY GAS-W&SO&M	06/30/20	277715	9,174.62-

SPIRE ENERGY					
Sum					
00009 STANDARD OFFICE SUPPLY C 5201430-0		00199782 19001398 COVID-19 SUPP WTR BILLING	06/30/20	277716	232.59-
00009 STANDARD OFFICE SUPPLY C 5201615-0		00200195 19001450 OFFICE SUPP WTR BILLING	06/30/20	277716	312.53-
00009 STANDARD OFFICE SUPPLY C 5201615-1		00200195 19001451 OFFICE SUPP WTR BILLING	06/30/20	277716	100.33-

STANDARD OFFICE SUPPLY C					
Sum					
00009 THE SPECTRUM GROUP INC	9242	00199944 19001391 ADDL AMT DUE PO#193514	06/30/20	277720	900.46-

THE SPECTRUM GROUP INC					
Sum					
00009 THOMPSON BROTHERS DRILLI 9094		00199208 19001413 FLOW TESTING OF WELLS	06/30/20	277721	350.00-

THOMPSON BROTHERS DRILLI					
Sum					
00009 UNITED RENTALS (NORTH AM 182573480-00		00199735 19001401 CHOPSAW BLADES SEWER DEPT	06/30/20	277730	4,900.00-

UNITED RENTALS (NORTH AM					
Sum					
00009 UNIVERSITY TIRE & SERVIC INV154820		00199574 19001444 TIRES U#21260 TRANS	06/30/20	277732	314.00-

UNIVERSITY TIRE & SERVIC					
Sum					
00009 WILLIAMS TOWING SERVICE 1020		00200161 19001436 TOWING U#13061 SEWER	06/30/20	277744	330.64-

WILLIAMS TOWING SERVICE					
Sum					

Sum					

497,549.73-					

CITY OF HATTIESBURG

DOCKET OF CLAIMS

PERIOD ENDING JUNE 30, 2020

Date

- 06/26/20

Vendor

Invoice
NumberPurchase
OrderClaims
NumberItem
DescriptionCheck
DateCheck
No.Check
Amount

WATER & SEWER FUND

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00011 ADELA INC (FORMERLY NS	040201490000	20220622	19000589	WATER COLLECTIONS FEES	06/30/20	277550	1,158.76-

ADELA INC (FORMERLY NS							1,158.76-
Sum							20.96-
00011 BAUCUM, JON MARIE	METER DEP RF	02020632	19000593	METER DEPOSIT REFUND	06/30/20	277571	20.96-

BAUCUM, JON MARIE							20.96-
Sum							40.00-
00011 BENNETT, MELISSA	METER DEP RF	02020647	19000602	METER DEPOSIT REFUND	06/30/20	277572	40.00-

BENNETT, MELISSA							40.00-
Sum							2.20-
00011 BROWN, MEGAN	METER DEP RF	02020647	19000601	METER DEPOSIT REFUND	06/30/20	277580	2.20-

BROWN, MEGAN							2.20-
Sum							75.00-
00011 BULLINVEST LLC	METER DEP RF	02020632	19000591	METER DEPOSIT REFUND	06/30/20	277581	75.00-

BULLINVEST LLC							75.00-
Sum							20.96-
00011 CAWLEY, CODY	METER DEP RF	02020632	19000596	METER DEPOSIT REFUND	06/30/20	277585	20.96-

CAWLEY, CODY							20.96-
Sum							17.96-
00011 CROFT, JOSEPH	METER DEP RF	02020632	19000592	METER DEPOSIT REFUND	06/30/20	277605	17.96-

CROFT, JOSEPH							17.96-
Sum							20.96-
00011 DEAN, LORI	METER DEP RF	02020632	19000594	METER DEPOSIT REFUND	06/30/20	277608	20.96-

DEAN, LORI							20.96-
Sum							17.96-
00011 GAMBILL, TAMMY	METER DEP RF	02020632	19000598	METER DEPOSIT REFUND	06/30/20	277623	17.96-

GAMBILL, TAMMY							17.96-
Sum							75.00-
00011 HAYES, MELONEE	METER DEP RF	02020647	19000603	METER DEPOSIT REFUND	06/30/20	277634	75.00-

HAYES, MELONEE							75.00-
Sum							20.96-
00011 LAMB, SHANNON 1	METER DEP RF	02020632	19000597	METER DEPOSIT REFUND	06/30/20	277645	20.96-

LAMB, SHANNON 1							20.96-
Sum							

LAMB, SHANNON 1

Sum

20.96-

00011 PEDRO, HORACIO	METER DEP RF 02020467 19000604 METER DEPOSIT REFUND	06/30/20	277676	75.00-

PEDRO, HORACIO				75.00-
Sum				20.96-
00011 SPENCER, BOBBY	METER DEP RF 02020632 19000595 METER DEPOSIT REFUND	06/30/20	277714	20.96-

SPENCER, BOBBY				20.96-
Sum				301.32-
00011 WALT MCARTHUR	WTR OVRPMT R 02020639 19000599 WATER OVERPAYMENT REFUND	06/30/20	277736	301.32-

WALT MCARTHUR				301.32-
Sum				20.96-
00011 WHITE, D BRIAN	METER DEP RF 02020632 19000590 METER DEPOSIT REFUND	06/30/20	277743	20.96-

WHITE, D BRIAN				20.96-
Sum				54.04-
00011 WINDHAM, DEBORAH K	WTR OVRPMT R 02020646 19000600 WATER OVERPAYMENT REFUND	06/30/20	277745	54.04-

WINDHAM, DEBORAH K				54.04-
Sum				1,943.00-

Sum				1,943.00-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date

- 06/26/20

PERIOD ENDING JUNE 30, 2020

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
POLICE FORFEITURES FUND							
00019 TOSHIBA BUSINESS SOLUTIO	5145377	00200144	19000045	COPIER 6/2020 COMM RELATIONS	06/30/20	277724	249.33-
TOSHIBA BUSINESS SOLUTIO							
Sum							249.33-
Sum							249.33-

Date - 06/26/20

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

TAX COLLECTOR'S FUND

00027 H'BURG PUBLIC SCHOOLS

6/20 MILLAGE 02020637 19000089 6/20 MILLAGE

06/19/20

270028

313,311.08-

00027 H'BURG PUBLIC SCHOOLS

6/20 MILLAGE 02020637 19000090 6/20 MILLAGE

06/19/20

270029

41,769.27-

H'BURG PUBLIC SCHOOLS

Sum

355,080.35-

PERIOD ENDING JUNE 30, 2020

Date - 06/26/20

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

Sum

355,080.35-

AIRPORT IMPROVEMENT FUND

00039 ARE CONSULTANTS INC

180712G

00200119

19000051

SERVS AIRPT APRON RESTORA PT1

06/30/20

277557

16,099.55-

ARE CONSULTANTS INC

Sum

16,099.55-

Sum

16,099.55-

PERIOD ENDING JUNE 30, 2020

Date - 06/26/20

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

MUNICIPAL ROAD & BRIDGE

00072 FORTERRA PIPE AND PRECAS 11731975

00198575 19000154 PIPE SUPP KOHLER ENTRANCE

06/30/20

277622

737.50-

00072 FORTERRA PIPE AND PRECAS 11732032

00198575 19000155 GASKET SUPP KOHLER ENTRANCE

06/30/20

277622

1,335.00-

FORTERRA PIPE AND PRECAS

Sum

2,072.50-

00072 NEEL-SCHAFFER INC 1065584

00200263 19000156 SRVS VEHICLE WAYFINDING PKING

06/30/20

277668

608.77-

NEEL-SCHAFFER INC

Sum

608.77-

Sum

2,681.27-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

PERIOD ENDING JUNE 30, 2020

Date

- 06/26/20

Vendor

Invoice
NumberPurchase
OrderClaims
NumberItem
DescriptionCheck
DateCheck
No.Check
Amount

COMMUNITY CENTERS' FUND

00077 AT&T MOBILITY

287273578351 00200065 19000318 WIRELESS SERV 5/20 COMM CNTRS

06/30/20

277563

60.69-

AT&T MOBILITY

Sum

60.69-

00077 CITY OF HATTIESBURG FUND TRF TO COVER 02020631 19000316 TRF TO COVER 2ND 6/20 PAYROLL

06/16/20

770016

20,638.51-

CITY OF HATTIESBURG FUND

Sum

20,638.51-

00077 MS POWER COMPANY

6/20 COMM CN 00202018 19000319 MNTHLY ELEC-COMM CENTERS

06/30/20

277665

3,061.42-

MS POWER COMPANY

Sum

3,061.42-

00077 NEWELL PAPER COMPANY

4083965 00199565 19000317 JANIT SUPP COMM CENTERS

06/30/20

277669

88.17-

NEWELL PAPER COMPANY

Sum

88.17-

00077 SPIRE ENERGY

6/20 COMM CN 00202018 19000320 MNTHLY GAS-COMM CENTERS

06/30/20

277715

48.78-

SPIRE ENERGY

Sum

48.78-

Sum

23,897.57-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

PERIOD ENDING JUNE 30, 2020

Date

- 06/26/20

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT							
00082 BOOTH, BRENDA	735	LONGSTRE	00200051	19000149 TEMP REL/735 LONGSTRT 6/5-7/4	06/17/20	820028	900.00-

BOOTH, BRENDA							900.00-
Sum							6,736.99-
00082 CITY OF HATTIESBURG FUND	TRF TO COVER	02020631	19000148	TRF TO COVER 2ND 6/20 PAYROLL	06/16/20	820027	6,736.99-

CITY OF HATTIESBURG FUND							6,736.99-
Sum							20.00-
00082 ECONOMY SUPPLY CO	035424		00200043	19000151 LOCK SET COMM DEV MANAGER	06/30/20	277610	20.00-

ECONOMY SUPPLY CO							20.00-
Sum							750.00-
00082 ROGERS, KEVIN	TITLE OPINIO	00200207	19000154	(3) TITLE OPINIONS COMM DEV	06/30/20	277694	750.00-

ROGERS, KEVIN							750.00-
Sum							250.00-
00082 SERVICEMASTER INC	121996		00200045	19000152 SANITIZE U#13262 & U#18711	06/30/20	277696	250.00-

SERVICEMASTER INC							250.00-
Sum							900.00-
00082 WHITE, CAROLYN	213	S 11TH-P	00200052	19000150 TEMP RELOC/213 11TH 6/5-7/4/20	06/17/20	820029	900.00-

WHITE, CAROLYN							900.00-
Sum							1,450.00-
00082 ZAC FAIRLEY APPRAISALS,	1010		00199890	19000153 APPRAISAL 1002 DABBS ST	06/30/20	277746	1,450.00-

ZAC FAIRLEY APPRAISALS,							1,450.00-
Sum							11,006.99-
Sum							

PERIOD ENDING JUNE 30, 2020

Date _____

- 06/26/20

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

SPEC SALES TAX-P&R/UNIV IMPROV

00086	NEEL-SCHAFFER	INC	1065569	00200265	19000101	SRVS SULLIVAN PK	SPLASH PAD	06/30/20	277668	1,871.48-
00086	NEEL-SCHAFFER	INC	1065580	00200264	19000102	SRVS SULLIVAN PK	SPLASH PAD	06/30/20	277668	2,702.31-
00086	NEEL-SCHAFFER	INC	1065583	00200262	19000103	SRVS DUNCAN LAKE	TRAIL EXTN	06/30/20	277668	1,109.97-

NEEL-SCHAFFER INC

Sum							5,683.76-
00086 USM (1% SALES TAX)	6/2020	02020630	19000100	RESTAURANT/HOTEL TAX	06/15/20	860012	71,612.15-

USM (1% SALES TAX)

Sum	71,612.15-
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Sum	77,295.91-
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CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 06/26/20

PERIOD ENDING JUNE 30, 2020

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PUBLIC SAFETY/REC CONSTRUCTION							
00088 ALBERT & MCCLESKEY ASSOC	INVOICE NO.3	00200116	19000055	SERVS PUBLIC SAFETY COMPLEX	06/30/20	277553	299.94-
00088 ALBERT & MCCLESKEY ASSOC	INVOICE NO.3	00200120	19000056	SERVS PUBLIC SAFETY COMPLEX	06/30/20	277553	23,994.02-
00088 ALBERT & MCCLESKEY ASSOC	INVOICE NO.3	00200121	19000057	SERVS PUBLIC SAFETY COMPLEX	06/30/20	277553	8,400.00-

ALBERT & MCCLESKEY ASSOC							32,693.96-
Sum							743,250.83-
00088 HANCO CORP	EST#15 PUB S	00200122	19000058	SERVS PUBLIC SAFETY COMPLEX	06/30/20	277631	743,250.83-

HANCO CORP							743,250.83-
Sum							43,132.76-
00088 NEEL-SCHAFFER INC	1065573	00200260	19000059	SRVS HALL AVE OVERPASS PROJ	06/30/20	277668	43,132.76-
00088 NEEL-SCHAFFER INC	1065574	00200261	19000060	SRVS HALL AVE OVERPASS PROJ	06/30/20	277668	1,189.12-

NEEL-SCHAFFER INC							44,321.88-
Sum							820,266.67-
Sum							

Date - 06/26/20

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

2019 FIRE STATION CONSTRUCTION

00095 HANCO CORP

EST#4 FIRE S 00200222 19000024 CONSTR SERVS #9 FIRE STATION

06/30/20

277631

304,856.67-

HANCO CORP

Sum

304,856.67-

00095 LANDRY LEWIS GERMANY ARC CN 18-3707 6 00200221 19000025 SERVS FIRE STATION #9

06/30/20

277647

3,658.28-

LANDRY LEWIS GERMANY ARC

Sum

3,658.28-

00095 W GEOTECHNICAL AND TESTI 4315 00200117 19000023 TESTING #9 FIRE STATION

06/30/20

277734

1,900.00-

W GEOTECHNICAL AND TESTI

Sum

1,900.00-

Sum

310,414.95-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 06/26/20

PERIOD ENDING JUNE 30, 2020

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount

SPECIAL SALES TAX-T&A							
00107 H'BURG CONVENTION COMMIS	5/2020	02020627	19000019	FOOD/BEVERAGE SALES TAX 5/2020	06/15/20	1070008	319,199.13-

H'BURG CONVENTION COMMIS							319,199.13-
Sum							27,619.67-
00107 H'BURG TOURISM COMMISSIO	5/2020	02020626	19000018	MOTEL SALES TAX 5/2020	06/15/20	1070009	27,619.67-

H'BURG TOURISM COMMISSIO							27,619.67-
Sum							-----
Sum							346,818.80-

Grand Total Level							4,418,055.49-
Sum							