



**Tuesday, October 6, 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. **2020-707** Approve the minutes for the September 21 & 22, 2020 meetings of the City Council.
2. **2020-692** Adopt a Resolution setting Public Hearing on Monday, November 2, 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.
3. **2020-706** Adopt a Resolution establishing petty cash funds effective October 1, 2020 and approve issuance of a manual check to each custodian as of October 1, 2020.
4. **2020-694** Approve Letter Agreement with Shows, Dearman and Waits, Inc. to update the Hydraulic Model for City-Owned Water System and authorize the Mayor to execute in duplicate.
5. **2020-695** Approve Letter Agreement with Shows, Dearman and Waits, Inc. to update the Sanitary Sewer Flow Model and authorize the Mayor to execute in duplicate.
6. **2020-696** Approve Agreement with MDOT acknowledging acceptance of future maintenance for a proposed sidewalk to be located between King Road and Gravel Pit Road, which will be an encroachment upon MDOT right-of-way, pursuant to Mississippi Code 65-1-7 and authorize the Mayor to execute in duplicate.
7. **2020-701** Approve Agreement with Mississippi Power for additional lighting along High Street for a monthly increase in cost of \$68.37 and authorize the Mayor to execute the same.
8. **2020-703** Approve renewal of Maintenance Agreement between the City of Hattiesburg and C-Spire for the Cisco Spark subscription and authorize the Mayor to execute the same.

9. **2020-686** Acknowledge bids received September 17, 2020 for the Hardy Street Paving Project and accept the bid from Warren Paving, Inc. for the base bid of \$883,597.25 and additive alternate No. 2 of \$77,550.00 for a total bid of \$961,147.25 as the lowest and best bid; Authorize Mayor to execute contracts upon preparation.
10. **2020-690** Authorize the Mayor to make application to the U. S. Department of Transportation - Federal Aviation Administration for a grant for a runway lighting and signage project for the Bobby L. Chain Municipal Airport; Authorize Mayor to execute any and all documents required to make said application.
11. **2020-709** Authorize the Mayor and City Clerk to execute certification to the Municipal Compliance Questionnaire for fiscal year ending September 30, 2020.
12. **2020-698** Rescind Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP) Land and Water Conservation Fund Program Application approved on June 2, 2020; and ratify submission of a revised grant application, to help fund property acquisition and development of Midtown Green Park, for a total project cost of \$1,074,244 (\$500,000 federal share and \$574,244 local share).

ROUTINE AGENDA

1. **2020-697** Ratification of a submitted grant application to the Mississippi Department of Archives and History (MDAH) for the Community Heritage Preservation Grant Program in the amount of \$505,000.00 to fund renovations at G. L. Hawkins Elementary School. The grant requires \$126,250.00 (20% of total project costs) in matching funds, which will be provided by Hattiesburg Public School District.
2. **2020-685** Ratification of Release of Lien documents filed in relation to Code Enforcement clean-up assessments
3. **2020-700** Acknowledge receipt of three Drainage and Utility Rights-of-Way from Land Management Ltd., Limited Partnership, and Halo Development, LLC, and one Deed of Dedication from Halo Development, LLC, for Hood Boulevard and adjacent drainage and utility infrastructure, legal descriptions of which are included in the attached documents, and accept infrastructure and roadway for maintenance and improvement purposes. Deed and Rights-of-Way to be recorded with Forrest County upon acceptance.
4. **2020-684** Acknowledge the setting of a public comment period, the setting of two (2) Virtual Public Hearings and two (2) publications providing notification of the same by the Mississippi Department of Transportation (MDOT) for the draft 2045 MULTIPLAN Statewide Long-Range Transportation Plan and the Hattiesburg-Petal-Forrest-Lamar MPO 2045 Metropolitan Transportation Plan.
5. **2020-687** Acknowledge receipt of Notice of Adoption of the Motor Vehicle Assessment Schedule received from the Mississippi Department of Revenue and Adopt same for the City of Hattiesburg for the fiscal year beginning October 1, 2020 and ending September 30, 2021; and authorize publication of public notice and order setting a hearing for November 2,

2020 before the council to hear complaints or objections to the adoption of the Motor Vehicle Assessment Schedule.

6. **2020-688** Acknowledge receipt of the two-quote docket as provided for in 31-7-13(b) of the Mississippi Code of 1972
7. **2020-699** Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
8. **2020-691** Approve the sale of grave spaces per attached, Memo's, Receipts and Deeds.
9. **2020-693** Approve claims docket for the period ending September 30, 2020.

In Memoriam:

- **Mrs. Billie Jean Little Williams**
- **Mr. Zacai Aracarri Cook**
- **Mr. Timothy Smith**
- **Mr. Larry Myers**
- **Mr. Dedric Cobbert**
- **Mr. Willie Jermaine Walker**

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ronda Cole, Clerk of Council

cc:

Date: Tuesday, October 6, 2020

Re: Approve the minutes for the September 21 & 22, 2020 meetings of the City Council.
File Number: 2020-707
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 October 6, 2020 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Wiley Quinn, Code Enforcement Division Manager

Date: Tuesday, October 6, 2020

Re: Adopt a Resolution setting Public Hearing on Monday, November 2, 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: 2020-692
Minute Book #

Summary

Set Public Hearing 10 6 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 October 6, 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: October 6, 2020

RE: Set Public Hearing

The Code Enforcement Division requests that the City Council hold a Public Hearing on Monday, November 2, 2020 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, according to the provisions of MS Code 1972, Section 21-19-11.

	Address	PPIN	Ward	Violations	Proposed Actions	Estimated Cost	Estimated Penalty
1.	100 Ellis Drive	13344	1	DS	Demo Fence	\$1500	\$1500
2.	1009 Atlanta Street	14987	2	US, DS	Demo	\$3500	\$1750
3.	525 Buschman St.	15825	2	AB, US, VS	Clean, Close, Secure	\$1500	\$1500
4.	523 Buschman St.	15826	2	VS, ES, US	Close, Clean, Secure	\$1500	\$1500
5.	122 W. 4 th Street	14516	2	Burned Building, AS, DB	Demo	\$5700	\$2850

6.	515 E. 5 th Street	18892	2	DS, AS	Demo	\$3500	\$1750
7.	3105 Delwood Dr.	14723	3	OGL, Trees, GAR/RUB	Removal/ Clear	\$1500	\$1500
8.	200 St. Paul St	20911	4	DS, OGL, Unlawful Structure	Demo, Clean, Close, Secure	\$1500	\$1500
9.	203 5 th Avenue	19318	4	OGL/Weeds	Clean	\$1700	\$1500
10.	68 Central School Rd.	11113	5	AB, DB, OGL	Clean, Secure	\$3500	\$1750
11.	104 Tuscan Avenue	21586	5	AB, DB, OGL	Clean, Secure	\$3500	\$1750
12.	313 J.C. Killingsworth Dr.	21416	5	AB, DB, OGL	Clean, Secure	\$1750	\$1500
13.	508 Breland St.	23587	5	AB, DB, OGL	Clean, Secure	\$3500	\$1750
14.	125 Shelby St.	10304	5	AB, DB, OGL	Clean, Secure	\$5000	\$2500

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.	100 Ellis Drive	13344	1	DS
2.	1009 Atlanta Street	14987	2	US, DS
3.	525 Buschman St.	15825	2	AB, US, VS
4.	523 Buschman St.	15826	2	VS, ES, US
5.	122 W 4 th St.	14516	2	Burned Building, AS, DB
6.	515 E. 5 th St.	18892	2	DS, AS
7.	3105 Delwood Dr.	14723	3	OGL, Trees, GAR/RUB
8.	200 St. Paul Street	20911	4	DS, OGL, Unlawful Structure
9.	203 5 th Avenue	19318	4	OGL/Weeds
10.	68 Central School Rd	11113	5	AB, DB, OGL
11.	104 Tuscan Avenue	21586	5	AB, DB, OGL
12.	313 JC Killingsworth Dr.	21416	5	AB, DB, OGL
13.	508 Breland St.	23587	5	AB, DB, OGL
14.	125 Shelby St.	10304	5	AB, DB, OGL

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

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owners of the above-described properties be notified, as provided by law, of a hearing to be held by the City Council in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, at 4:00 p.m. on Monday, November 2, 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 6th day of October, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 6th day of October, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 6, 2020

Re: Adopt a Resolution establishing petty cash funds effective October 1, 2020 and approve issuance of a manual check to each custodian as of October 1, 2020.

File Number: 2020-706

Minute Book #

Summary

Adopt a Resolution establishing petty cash funds effective October 1, 2020 and approve issuance of a manual check to each custodian as of October 1, 2020.

Recommendation Statement

Please place this on the October 6, 2020 City Council meeting for consideration.

RESOLUTION

WHEREAS, the governing authorities of the City of Hattiesburg, Mississippi recognizes the need to comply with the State Department of Audit regulations, by granting approval for the petty cash funds of the City; to be established on or after October 1, 2020; and

WHEREAS, the governing authorities desire the administration of the City to continue to operate its routine functions.

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

Section 1. That the following petty cash funds be approved as of October 1, 2020:

FUND/CUSTODIAN DEPARTMENT	
AMOUNT	
General Fund:	
Phillip McSwain	Municipal Court (Cash Drawer) \$300.00
Destiny McGinty	Police Department (Cash Drawer) 150.00
Deborah Bourne	Cemetery (Cash Drawer) 100.00
Kermas Eaton	Tax (Cash Drawer) 350.00
	City Hall 2,000.00
Total at Balance Sheet-General Fund	<u>\$2,900.00</u>
Water & Sewer Operation & Maintenance	
Wanda Turner	Water Office (Cash Drawer) \$600.00
Total at Balance Sheet-Water & Sewer Oper Maint	\$600.00
Community Centers:	
Rebecca Acker	Comm. Ctrs (Cash Drawer) \$50.00
Total at Balance Sheet-Community Centers	\$50.00

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 6th day of October 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this 6th day of October 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, October 6, 2020

Re: Approve Letter Agreement with Shows, Dearman and Waits, Inc. to update the Hydraulic Model for City-Owned Water System and authorize the Mayor to execute in duplicate.
File Number: 2020-694
Minute Book #

Summary

Authorize mayor to execute in duplicate letter agreement with Shows, Dearman and Waits, Inc. to Update the Hydraulic Model for City-Owned Water System.

Recommendation Statement

I recommend approval of this item.

Please place this on the October 6, 2020 City Council meeting for consideration.



Engineering Progress

June 25, 2020

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

Attn: Lamar Rutland, P.E.

RE: Update of Hydraulic Model for City-owned Water System

Dear Mr. Rutland:

The City of Hattiesburg (City) has been vigilant in keeping up with the needs of the city-owned potable water system throughout the recent past. There have been numerous projects including water main extensions to new areas, water line replacements, water line upgrades and the construction of fire water mains. Though the upgrades and expansions have been proactive, an update to the City's hydraulic model has not been performed since 2001. An update of the hydraulic analysis will give more certainty in predicting the capabilities of the potable and fire water system as well as, assist in finding deficiencies and maintenance issues in both systems.

In order to accomplish the proposed update of the Hydraulic Model for the City-owned Water System, SDW, Incorporated proposes the following scope of work:

- Review the current Geospatial Information System (GIS) water maps and add any projects completed since the last hydraulic analysis
- Correlate the updated GIS maps into the hydraulic analysis software
- Verify the number of users in the system
- Verify the demand of the residential and commercial users in the system
- Verify the demand of high-volume users based on monthly meter flow (meter flow data to be provided by the City)
- Verify flow pressure at water plants

- Production of updated hydraulic model for the City-owned water system
- Utilize fire hydrant test data to verify model results
- Generation of a report of findings and recommendations

The above referenced services can be provided for a lump sum cost of **\$54,870** over a 8-month period.

I appreciate this opportunity to provide you with these services and look forward to continued relationship with the City of Hattiesburg. Should you have questions or comments, please do not hesitate to contact me.

Sincerely,



Shea McNease, P.E.
Project Engineer

Approved;

Honorable Toby Barker, Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, October 6, 2020

Re: Approve Letter Agreement with Shows, Dearman and Waits, Inc. to update the Sanitary Sewer Flow Model and authorize the Mayor to execute in duplicate.
File Number: 2020-695
Minute Book #

Summary

Authorize mayor to execute in duplicate letter agreement with Shows, Dearman and Waits, Inc. to Update the Sanitary Sewer Flow Model.

Recommendation Statement

I recommend approval of this item.

Please place this on the October 6, 2020 City Council meeting for consideration.



Engineering Progress

June 25, 2020

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

Attn: Lamar Rutland, P.E.

RE: Update of Sanitary Sewer Flow Model

Dear Mr. Rutland:

The City of Hattiesburg (City) has been in the process of rehabilitating the older portions of the city-owned sanitary sewer system also known as the "Priority Area." Recently, a flow study was conducted on the waste collection system (WCS) in the Priority Area. The data collected from the flow study along with updated mapping information can be used to update the Sanitary Sewer Flow Model for the WCS located in the Priority Area.

In order to accomplish the proposed update of the Sanitary Sewer Flow Model, SDW, Incorporated proposes the following scope of work:

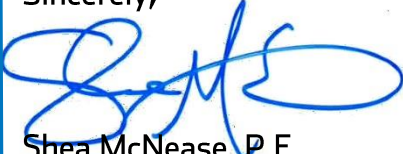
- Review the most recent flow data for the priority area and select a representative storm event for modelling
- Determine the base infiltration rate for each sub-basin in the Priority Area
- Determine the Rain-Derived Infiltration/Inflow (RDI/I) for each sub-basin in the Priority Area.
- Distribute the flow data thorough the manholes of each sub-basin
- Correlate data for areas flowing into the Priority Area but that are not in the study area.
- Identify potential Sanitary Sewer Overflow (SSO) locations
- Compare past modeling efforts with current flow data to determine effectiveness of rehabilitation/remediation efforts

- Generation of a report of findings and recommendations

The above referenced services can be provided for a lump sum cost of **\$84,480** over a 6-month period.

I appreciate this opportunity to provide you with these services and look forward to continued relationship with the City of Hattiesburg. Should you have questions or comments, please do not hesitate to contact me.

Sincerely,



Shea McNease, P.E.
Project Engineer

Approved;

Honorable Toby Barker, Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, October 6, 2020

Re: Approve Agreement with MDOT acknowledging acceptance of future maintenance for a proposed sidewalk to be located between King Road and Gravel Pit Road, which will be an encroachment upon MDOT right-of-way, pursuant to Mississippi Code 65-1-7 and authorize the Mayor to execute in duplicate.
File Number: 2020-696
Minute Book #

Summary

Authorize Mayor to execute in duplicate agreement with MDOT acknowledging acceptance of future maintenance for a proposed sidewalk to be located between King Road and Gravel Pit Road, which will be an encroachment upon MDOT right-of-way, pursuant to Mississippi Code 65-1-75.

Recommendation Statement

I recommend approval of this item.

Please place this on the October 6, 2020 City Council meeting for consideration.

Tom King
Southern District Commissioner
Kelly R. Castleberry
District 6 Engineer

P. O. Box 551
Hattiesburg, MS 39403-0551
Telephone (601) 544-6511
FAX (601) 544-0227



Melinda L. McGrath
Executive Director

Brian D. Ratliff
Deputy Executive Director/Chief Engineer

Lisa M. Hancock
Deputy Executive Director/Administration

GoMDOT.com

MDOT have received a permit request from an adjacent landowner to make certain improvements to MDOT Rights of Way adjacent to their property. As stated in Mississippi Code 65-1-75:

"The municipality shall have full control and responsibility beyond the curb lines of any designated highway or street, whether heretofore or hereafter so designated, (except the interstate system) located within its present or future expanded municipal corporate limits, regardless of the ownership of the right-of-way, including but not limited to, the construction and maintenance of sidewalks, grass mowing and drainage systems; however, the department may utilize the right-of-way purchased by the commission without any additional cost or permission."

With this statute in mind, MDOT would like to give the municipality the opportunity to comment on proposed encroachment within their maintenance area. Please review the attached permit application and if the municipality is in agreement with accepting future maintenance of this encroachment please mark accordingly below.

The City of Hattiesburg, MS does authorize and accept future maintenance of the proposed encroachment on MDOT ROW within corporate municipal limits in accordance with Mississippi Code 65-1-75.

Council/Board Approval

☐ Yes ☐ No

☐ day of _____, 20____

Toby Barker
Name

Signature

Mayor
Title

(Council/Board) (Approval/Denial) Minutes must be attached.

Send copy to:
shannon@clearpointengineers.com

Applicant Contact Name: M. Shannon Wells

Applicant Contact Phone #: (601) 941-3252

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
APPLICATION FOR PERMIT TO LOCATE CERTAIN FACILITIES
ON OR TO PERFORM CERTAIN WORK ON STATE
HIGHWAY RIGHT OF WAY**



(Please Print) Name: Hattiesburg 5 Minute Express Car Wash, LLC Address: 113 Rosedowne Bend
Company (or) Individual Street/Route
Madison Madison MS 39110
City County State Zip Code

herein called the applicant, who does hereby make application to the Mississippi Department of Transportation, the duly authorized agent for the Mississippi Transportation Commission, for permission to construct a sidewalk

_____ on or across
Highway No. 98 between King Road and Gravel Pit Road
Latitude (decimal degrees) 31.317891 Longitude (decimal degrees) -89.409304

in Lamar County, Mississippi and in consideration of this permit being granted, said applicant does hereby agree to perform the above work in accordance with the plan shown herein below and does further agree, with full understanding of the terms thereof, to the following provisions:

- (a) That the Mississippi Department of Transportation does not purport to grant to said applicant any right, title, claim or easement in or upon said highway or right-of-way appurtenant thereto.
- (b) The plan of the proposed work or facility set out below or attached hereto is incorporated herein by reference and made a part of this application as if fully described herein by words and figures.
- (c) It is agreed that this permit is void if all work shown on this plan is not completed in accordance with this plan within one year after date of approval.
- (d) It is agreed that no trees or shrubs on the highway right-of-way will be cut, trimmed, or damaged during the process of the proposed work or maintenance of this work or facility except as shown on the plan.
- (e) All sod disturbed by the proposed work shall be neatly dressed and grassed in accordance with the vegetation schedule outlined elsewhere in this permit. The applicant shall maintain the dressed and grassed area for a sufficient length of time to insure a growing sod.
- (f) The applicant is responsible for any conflicts with other utilities on the highway right-of-way and is to secure permission from said utilities for any necessary alterations.
- (g) The Mississippi Department of Transportation may at any time require and compel the removal or relocation of any facility herein described, shown or referred to, when said Mississippi Department of Transportation deems it necessary. All expense of said removal or relocation is to be borne exclusively by the applicant, and the Mississippi Department of Transportation is to be in no way liable.
- (h) The applicant accepts the responsibility of the safety of the traveling public and his/her workers and agrees to furnish, place and maintain traffic control devices, if required, in accordance with Part 6 of the Manual On Uniform Traffic Control Devices For Streets and Highways (MUTCD), Current Edition as a minimum. The applicant shall attach a special traffic control plan to the application if special traffic control details are required.
- (i) All work associated with this permit shall be designed, detailed and constructed in accordance with the Department's Roadway and Bridge Design Manuals and Standard Drawings and the Mississippi Standard Specifications for Road and Bridge Construction.
- (j) The Mississippi Department of Transportation in granting this permit does not in any way assume the maintenance or upkeep of the facility or proposed improvement herein described. Nor, will the Mississippi Department of Transportation be held responsible for any damage, which may be inadvertently done to this facility or proposed improvement regardless of the source or cause of such damage.
- (k) A copy of the approved plan is to be kept at the site of the work at all times while work is in progress.
- (l.) Said applicant hereby expressly agrees for himself, his heirs, assigns and legal representatives, that upon request of said Mississippi Department of Transportation, he will without delay either reconstruct, remove or move the facility herein described to another location, all in accordance with the terms of the request so made by the said Mississippi Department of Transportation. It is distinctly understood that said new location will be made or designated by said Mississippi Department of Transportation after agreement with said applicant or its successors, if possible. It is further understood and agreed that, if this permit is granted and acted upon by the said applicant, the said Mississippi Department of Transportation will use all reasonable effort to avoid the necessity of requesting that the herein mentioned facility be removed, moved, altered, or reconstructed.

(m.) The applicant does hereby covenant and agree to indemnify and hold harmless the Mississippi Transportation Commission and the Mississippi Department of Transportation from and against any claims, actions, suits, causes or demands, including court costs and reasonable attorney's fees, proximately resulting from acts or omissions of the applicant, or applicant's servants, agents or employees in the construction and maintenance of all facilities outlined under this permit.

Witness my signature this _____ day of _____, 20____, which is applicable to sheets 1
through _____ of permit number _____.

Roderic R Rumbley
Signature of Applicant

By: Roderic (Roddy) Rumbley Owner
Printed Name and Title

STATE OF MISSISSIPPI
COUNTY OF Attala

Personally appeared before me, the undersigned authority, Roderic Roddy Rumbley whose
Printed Name of Applicant

names(s) is subscribed to this instrument as the OWNER of
is/are Title of Applicant

Hattiesburg 5 Minute Express Car Wash LLC who having been first fully sworn acknowledged that they
Name of Company (or) Individual

executed the above agreement as the act and deed of the said applicant for the purpose and consideration and in the capacity therein expressed and on the date above written.

Given under my hand and seal of office this the 14th day of Sept, 2020

My Commission Expires: 1-26-24
Kassandra Sherman
Signature of Notary Officer



Field Inspection By: SB N Park PE. 9-15 2020

Approved: MISSISSIPPI DEPARTMENT OF TRANSPORTATION

BRIAN RATLIFF

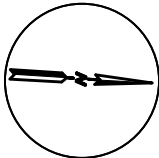
Deputy Executive Director/Chief Engineer

By: _____ 20____

Installation Inspection By: _____ 20____

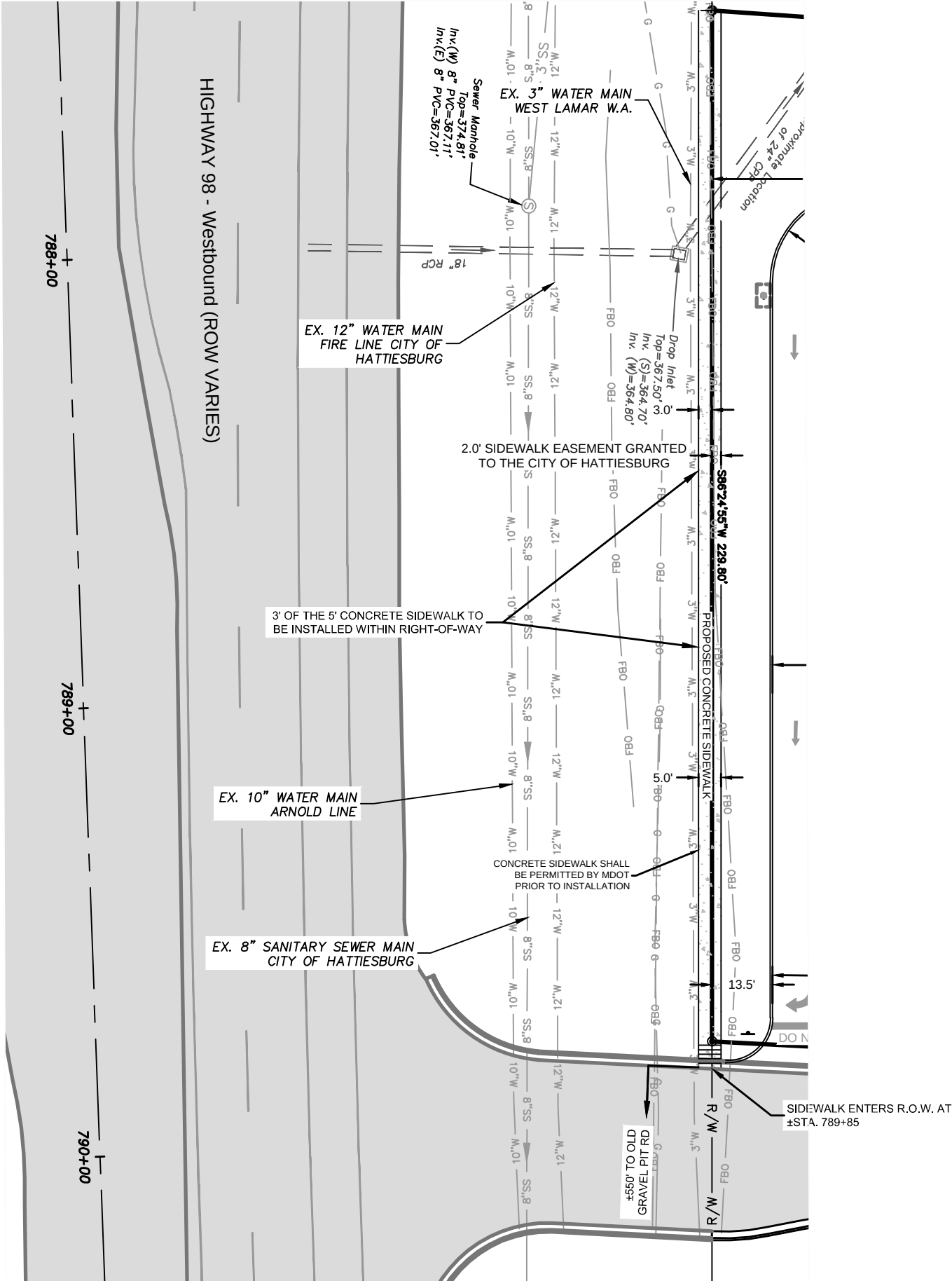
Sheet No.: _____ of _____
Permit No.: 6-20-37-98-0430

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY



Show North
SCALE: 1" = 30'

HIGHWAY 98 STATIONING
BASED ON M.D.O.T.
CONSTRUCTION PLANS -
PROJECT NO. STP-0014-02(063)



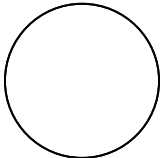
PLAN VIEW OF SIDEWALK LAYOUT

Copy Of Permit Is Req'd
To Be Kept On Site

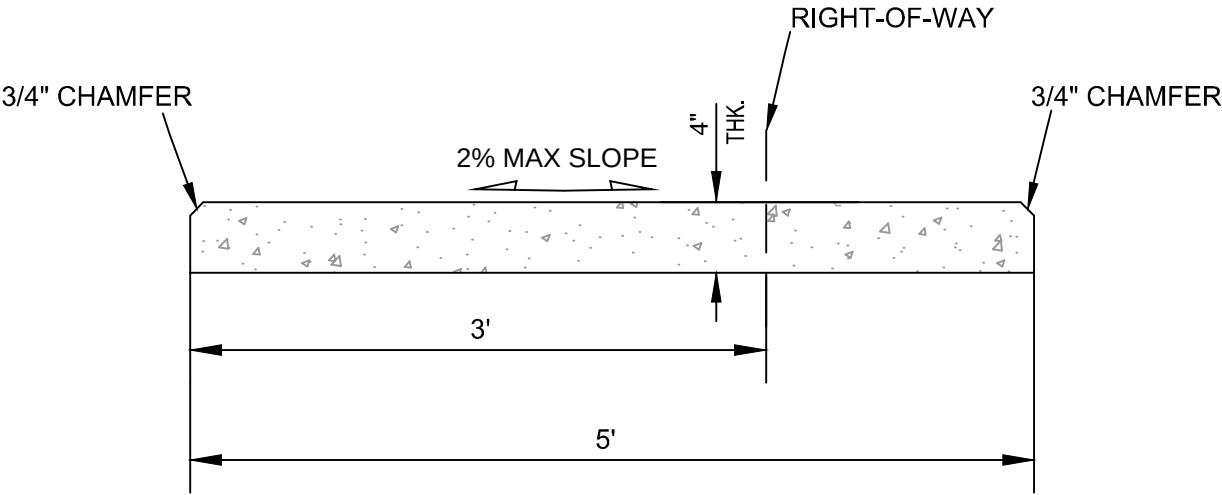
Sheet No.: _____ of _____

Permit No.: 6-20-37-98-0430

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY



Show North
NOT TO SCALE

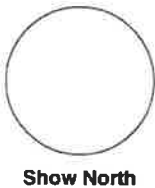


- NOTES:
- 1. PROVIDE CONTRACTION JOINTS AT 5'-0" O.C. MAX
 - 2. ALL SIDEWALK SLOPES AND WIDTHS SHALL MEET ADA REQUIREMENTS

SIDEWALK DETAIL

Sheet No.: 1 of 8
Permit No.: 6-20-37-98-0430

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY



"AS A CONDITION FOR THE PPROVAL OF THIS PERMIT APPLICAITON ALL OF THE FOLLOWING NOTES APPLY"

WORKER VISIBILITY

Code of Federal Regulations CFR 23 Part 634 final rule adopted November 24, 2006 became effective November 24, 2008. This rule requires that "All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel". High-visibility safety apparel is defined in CFR as "personnel 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 Head wear." All workers on Mississippi State Highway right-of-way SHALL comply with this Federal Regulation.

The applicant accepts the responsibility of the safety of the traveling public and his/her workers and agrees to furnish, place and maintain traffic control devices, of required, in accordance with Part 6 of the Manual On Uniform Traffic Control Devices For Streets and Highways (MUTCD), Current Edition as a minimum. The applicant shall attach a special traffic control plan to the application if special traffic control details are required.

HISTORICAL ARTIFACTS

Upon the discovery of any historical artifacts within state highway rights-of-way, the applicant will stop all work in and around the adjacent area, immediately, and notify MDOT for approval to continue before any further work may proceed.

GENERAL

A COPY OF THE APPROVED PERMIT IS TO BE KEPT AT THE WORK SITE AT ALL TIMES DURING CONSTRUCTION.

APPLICANT IS TO READ AND COMPLY WITH ALL REQUIREMENTS STATED IN THIS PERMIT.

UNDERGROUND CROSSINGS AND PARALLEL LINES SHALL HAVE A MINIMUM OF 3 FEET OF COVER (6 FEET FOR HDPE).

APPLICANT IS TO NOTIFY MDOT @ (601) 544-6511 48 HOURS IN ADVANCE OF ANY BORING OPERATIONS AND WITHIN 48 HOURS UPON THE COMPLETION OF WORK DETAILED WITHIN THIS PERMIT.

ALL UTILITIES MUST BE CONFINED TO THE LAST 5' OF RIGHT-OF-WAY.

ALL LOCAL ROADS SHALL BE ENCASED.

****Applicant must comply with the MISSISSIPPI 811 ONE- CALL LAW****

All persons preparing to dig must call Mississippi 811 or utilize our online E- locate system two days prior to the beginning of any work. Underground facilities will be marked using the color code system and then work may proceed.

Mr. Jeff Burks (MDOT) (601) 953-4184 shall be contacted to locate MDOT fiber and other ITS lines.

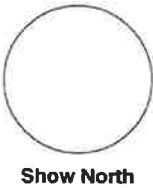
Mr. Corondo Lazono (228) 875-2802 shall locate MDOT facilities in Jackson, Harrison and Hancock counties.

The Mississippi Department of Transportation, in granting this permit, does not in any way assume the maintenance or upkeep of the facility or proposed improvement(s) herein described. Nor will the Mississippi Department of Transportation be held responsible for any damage, which may be inadvertently done to this facility or proposed improvement(s) regardless of the source or cause of such damage.

Sheet No.: 2 of 8

Permit No.: 6-20-37-98-0430

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY



Show North

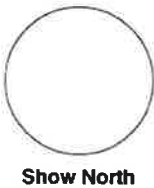
"AS A CONDITION FOR THE PPROVAL OF THIS PERMIT APPLICAITON ALL OF THE FOLLOWING NOTES APPLY"

GENERAL EROSION CONTROL NOTES:

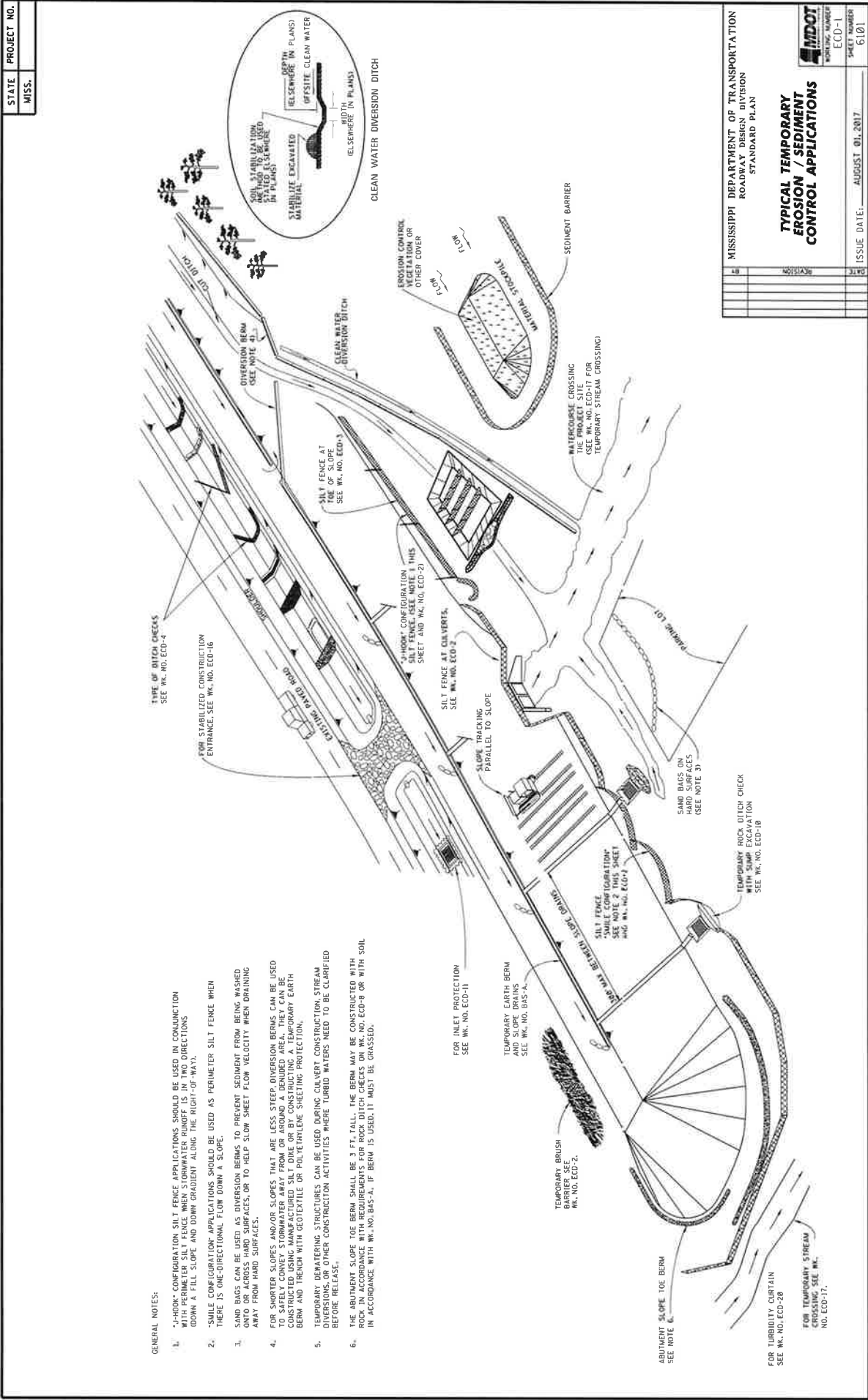
1. Erosion controls shallbe placed and maintained using Best Management Practices (BMP's)as outlined in the Mississippi Department of Environmental Quality's "Handbook for Erosion Control, Sediment Controland Stormwater Management on Construction Sites and Urban Areas, Current Edition".
2. Allerosion controls shallbe installed in accordance the current MDOT Standard Drawings.
3. Temporary Erosion and Sediment Controls shallbe installed prior to the start of any work. If required to the BMP's temporarily due to construction activities, the BMP's shallbe reinstalled immediately once those activities are completed or at the end of the work day (WHICHEVER COMES FIRST).
4. Permittee is responsible for maintaining erosion controls throughout the duration of the project. MDOT willhave the authority to suspend allwork and/or withhold future permits for failure of the contractor to maintain proper maintenance of the Erosion ControlBMP's.
5. Allequipment repair and maintenance shallbe performed off site.
6. Receptacles shallbe provided to properly dispose of alltrash and waste. All Construction debris shallbe picked up at the end of each day and shallbe removed completely from the site at the end of the project.
7. Accumulated sediment shallbe removed from BMP's when it reaches1/2the height of the control. The sediment shallbe properly disposed of so as not to cause sedimentation in another location.
8. The permittee is responsible for the removalof sediment that migrates into the storm drainage system.
9. The permittee is responsible for the removalof any sediment or construction debris that is tracked onto adjacent paved areas. Adjacent streets shallbe kept clean throughout construction and shallbe cleaned with a street sweeper or similar technique immediately upon discovery of sediment. Washing down the street or other paved area is NOT an acceptable form of cleaning.
10. Naturalvegetation shallbe maintained and protected wherever possible.
11. Temporary or permanent vegetation practices shallbe implemented within seven (7) calendar days when a disturbed area willbe left unworked for thirty (30) days or more.
12. Temporary erosion and sediment controls shallnot be removed untilpermanent erosion controls (grass, landscaping, etc.)are established on alldisturbed areas. Construction willnot considered complete untilall temporary erosion controls are removed and permanent erosion controlmeasures are effectively established.

Sheet No.: 3 of 8
Permit No.: 6-20-37-98-0430

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY



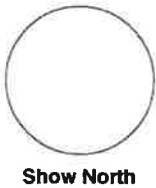
"AS A CONDITION FOR THE APPROVAL OF THIS PERMIT APPLICATION ALL OF THE FOLLOWING NOTES APPLY"



Sheet No.: 5 of 8

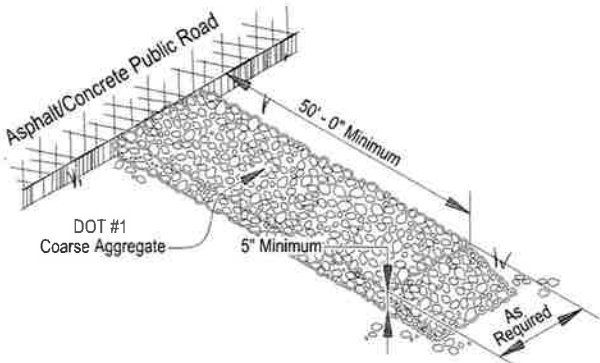
Permit No.: 6-20-37-98-0430

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY

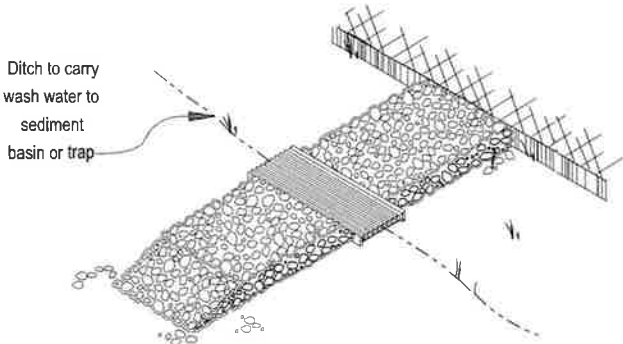


"As a condition for the approval of this application, all the following notes apply."

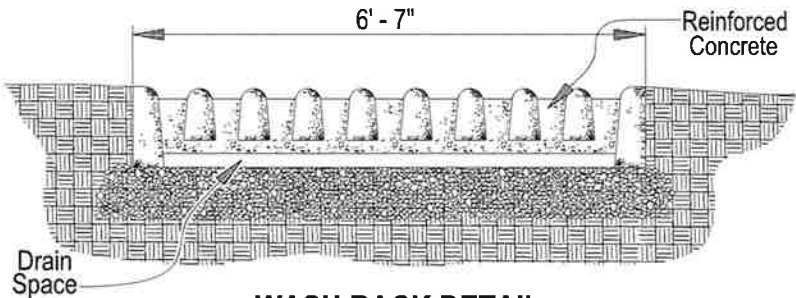
TEMPORARY CONSTRUCTION ENTRANCE



GRAVEL CONSTRUCTION ENTRANCE



**GRAVEL CONSTRUCTION ENTRANCE
W / WASH RACK**



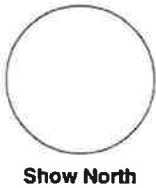
WASH RACK DETAIL

Note: Keep the roadway clean from mud and debris at all times.
Sweep the roadway daily to remove dirt and stones.

Sheet No.: 6 of 8

Permit No.: 6-20-37-98-0430

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY



"AS A CONDITION FOR THE PPROVAL OF THIS PERMIT APPLICAITON ALL OF THE FOLLOWING NOTES APPLY"

STATE
MISS.

PROJECT NO.

WORK ZONE

2'-6"

FREE STANDING PLASTIC DRUMS

3' MAX

4:1 OR FLATTER SLOPE

ORIGINAL GROUND LINE

EXISTING PAVT

GRANULAR MATERIAL REQUIRED (SAME CLASSIFICATION AS SHOULDER MATERIAL. SEE TYPICAL SECTIONS)

DETAIL OF DRUM PLACEMENT AT PAVEMENT EDGE DROP-OFF

NOTES:

* A. PAVEMENT EDGE DROP-OFF

1. 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 (W6-9) AT THE BEGINNING AND THROUGHOUT THE WORK ZONE @ 750'-400'.

2. 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.)

3. 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.

4. 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.

5. LESSER TREATMENTS THAN THOSE DESCRIBED ABOVE MAY BE CONSIDERED FOR LOW-VOLUME LOCAL STREETS.

B. DRUM SPACING

L = TANGENTS = 2 X S

2. TAPERS = L / 3

WHERE L = L / 3

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

POSTED SPEED (MPH)	50	55	60	65	70	75	80	85	90
MIN. BUFFER SPACE (FEET)	150	175	200	225	250	275	300	325	350

* * POSTED SPEED, OFF-PEAK 85 PERCENTILE SPEED (FEET) OF TRAVEL LANE. * * * * * ON THE ANTICIPATED OPERATING SPEED IN MPH.

PLASTIC DRUMS (SEE NOTE FOR SPACING)

500'

1 / 3 L TAPER

LONGITUDINAL BUFFER SPACE (SEE TABLE VI-1)

50' MIN.

WORK ZONE

VARIABLE

SHOULDER WORK W21-5 48x48

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.

PLASTIC DRUMS (SEE NOTE FOR SPACING)

500'

750' 400'

FROM BEGINNING TO THE END OF WORK ZONE

LOW SHOULDER W6-9 48x48

LOW SHOULDER W6-9 48x48

SHOULDER WORK W21-5 48x48

TYPICAL SHOULDER WORK #1 (SEE NOTE A-1 THIS SHEET)

PLASTIC DRUMS (SEE NOTE FOR SPACING)

750'

300'

50' MIN.

WORK ZONE

VARIABLE

SHOULDER WORK W21-5 48x48

WORKERS W21-1 36x36

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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

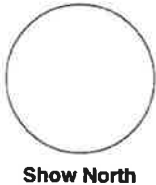
TRAFFIC CONTROL DETAILS
DRUM PLACEMENT
AND
SHOULDER CLOSURE

ISSUE DATE: AUGUST 01, 2017

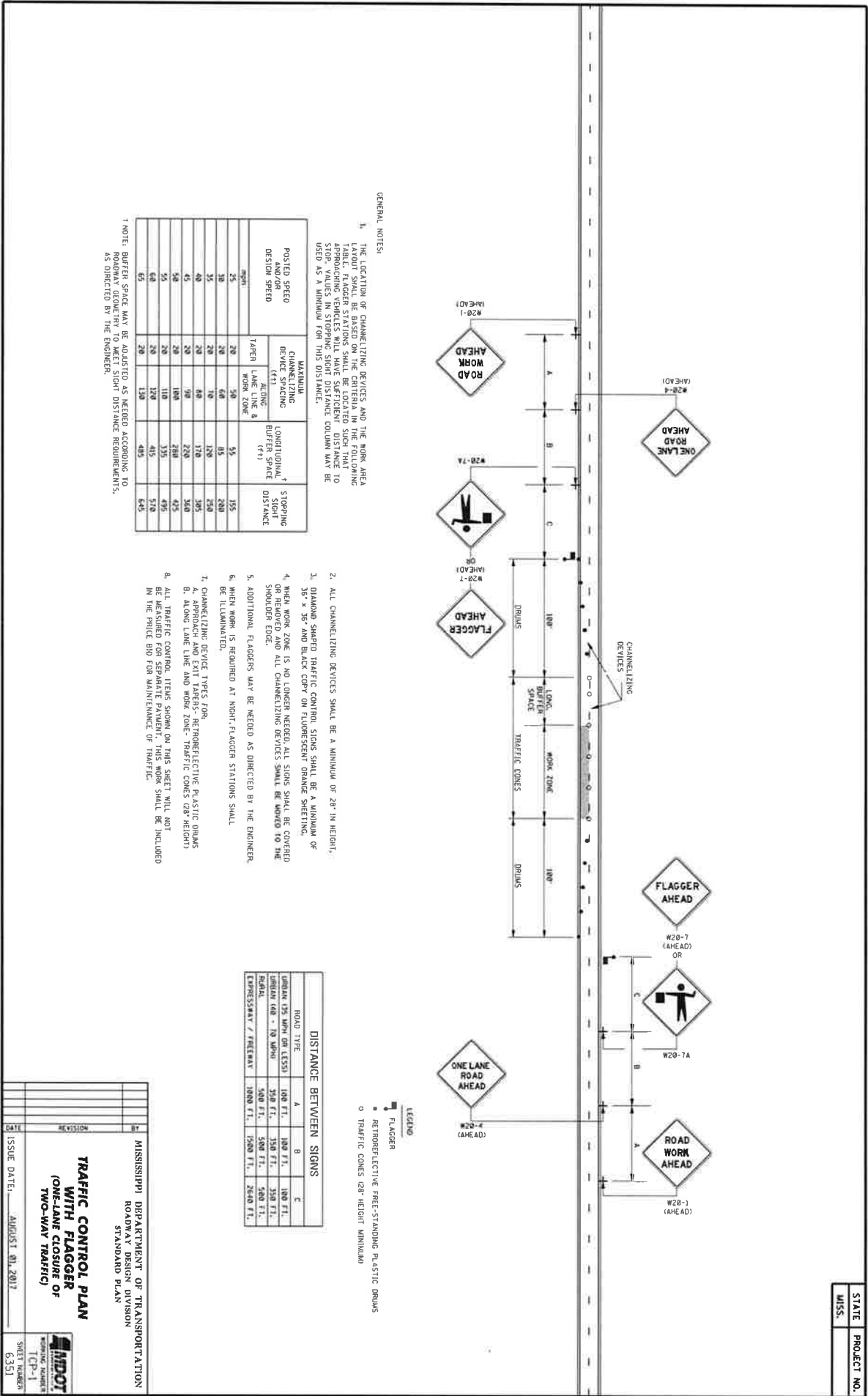
SHEET NUMBER 6366

Sheet No.: 7 of 8
Permit No.: 6-20-37-98-0430

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY

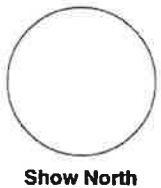


"AS A CONDITION FOR THE PPROVAL OF THIS PERMIT APPLICAITON ALL OF THE FOLLOWING NOTES APPLY"

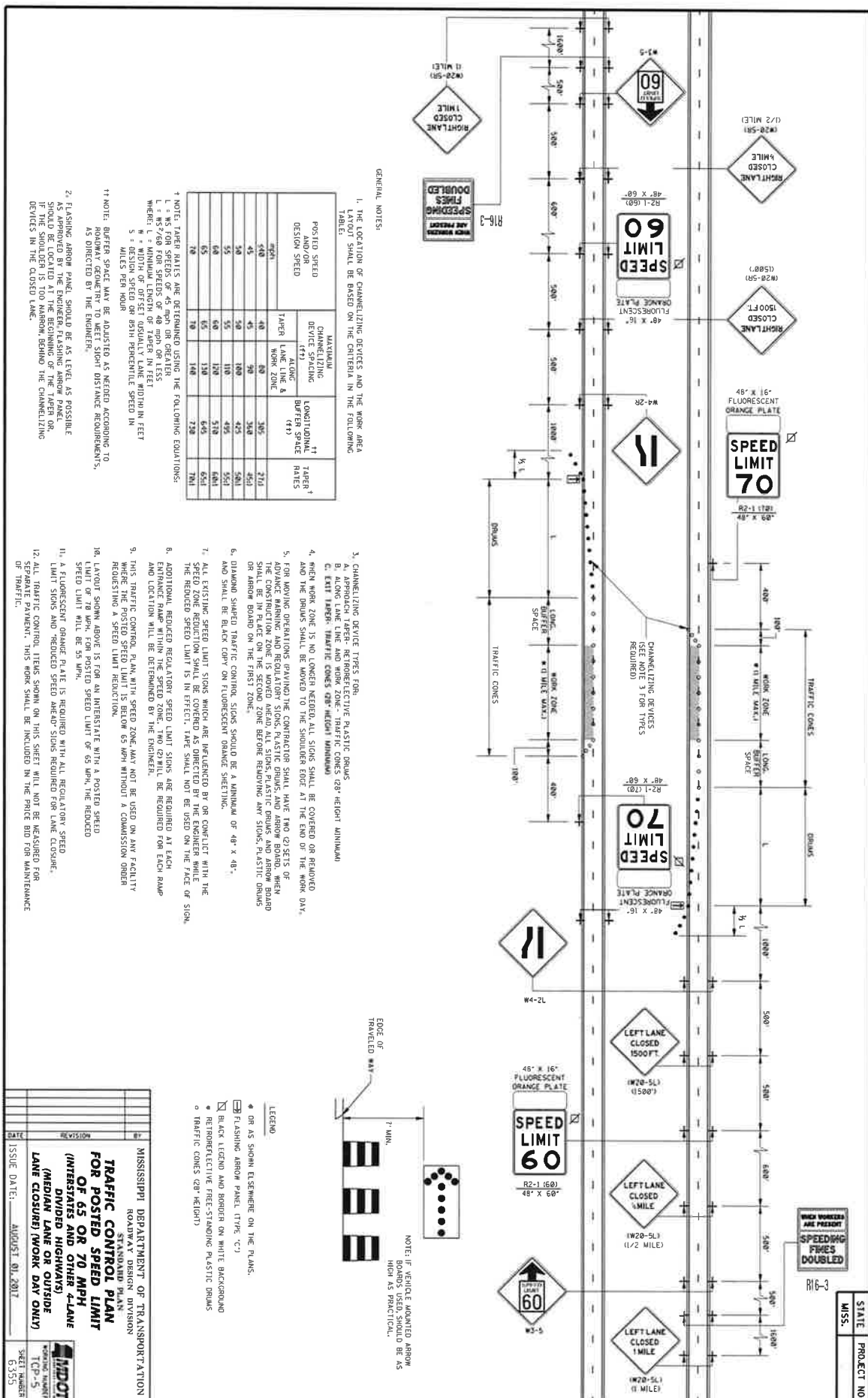


Permit No.: 6-20-37-98-0430

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY



"AS A CONDITION FOR THE PPROVAL OF THIS PERMIT APPLICAITON ALL OF THE FOLLOWING NOTES APPLY"





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, October 6, 2020

Re: Approve Agreement with Mississippi Power for additional lighting along High Street for a monthly increase in cost of \$68.37 and authorize the Mayor to execute the same.
File Number: 2020-701
Minute Book #

Summary

Approve agreement with Mississippi Power for additional lighting along High Street for a monthly increase in cost of \$68.37 and authorize mayor to execute said agreement.

Recommendation Statement

I recommend approval of this item.

Please place this on the October 6, 2020 City Council meeting for consideration.

DATE: 9/15/20_____

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	<u>Remove - 2</u>	_____
150 WATT HPS	<u>RM: 1 - 175MV</u>	_____
250 WATT HPS	<u>Remove - 1</u>	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____

LED FIXTURES

90 WATT LED	<u>Install - 9</u>	<u>High St. Monthly increase \$68.37</u>
110 WATT LED	_____	_____
190 WATT LED	_____	_____
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.

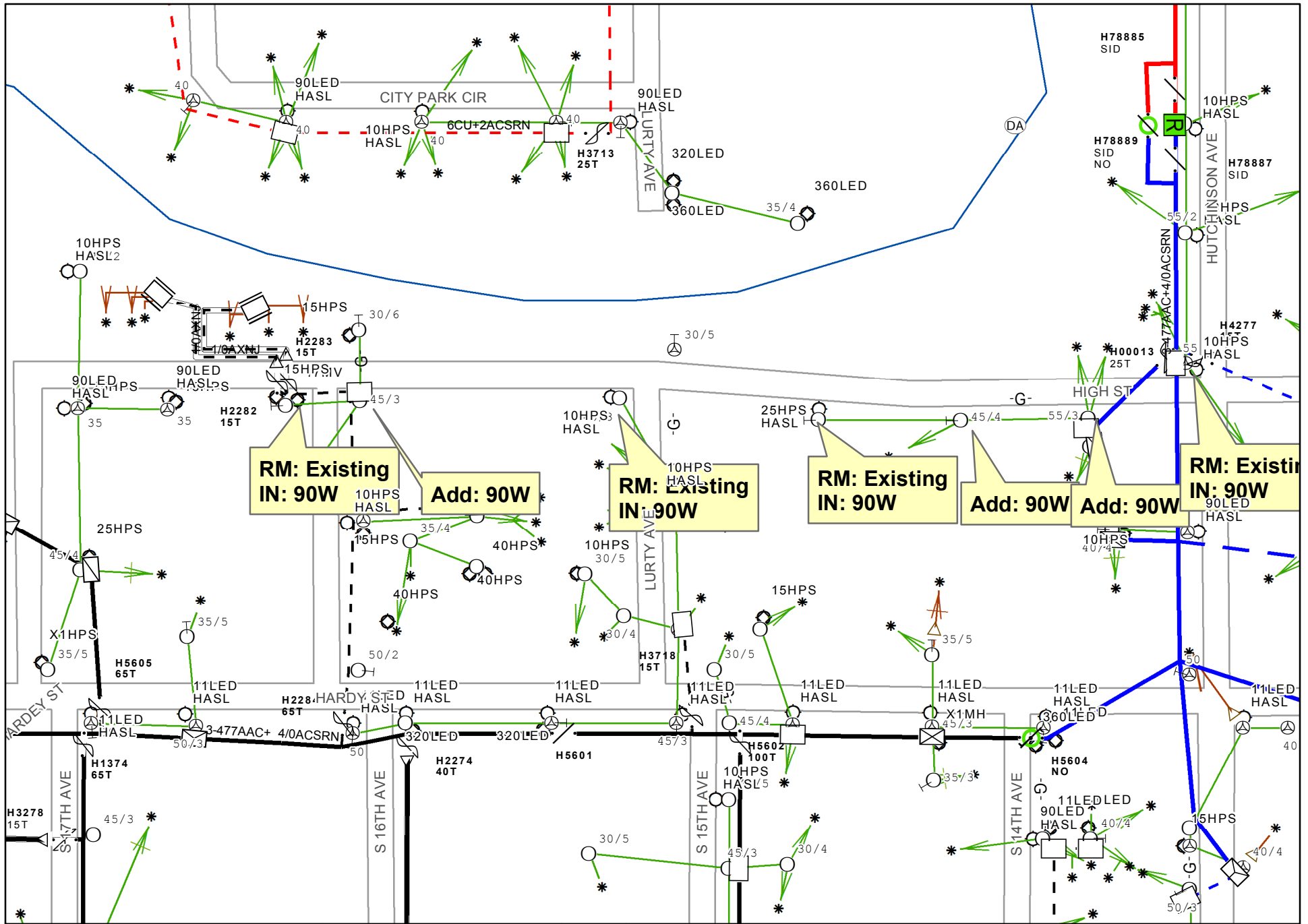
PLEASE MAIL OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT.

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.

	Quantity Removed	Quantity Installed		Quantity Removed	Quantity Installed
<u>COBRA HEADS</u>			<u>DISCONTINUED</u>		
100 watt H.P.S.	0		180 watt Incandescent	0	0
150 watt H.P.S.			400 watt Incandescent	0	0
250 watt H.P.S.	1		175 watt Mercury Vapor	1	0
400 watt H.P.S.			150 watt H.P.S.-Contemporary	0	0
1000 watt H.P.S.			400 watt Mercury Vapor	0	0
350 watt M.H.			100 watt H.P.S. Open Bottom	2	0
			400 watt M.H.-Floodlight	0	0
<u>FLOODLIGHTS</u>			250 watt H.P.S.	0	0
120 watt LED			400 watt H.P.S.	0	0
150 watt H.P.S.			350 watt M.H.	0	0
250 watt H.P.S.			202 watt LED Medium Evolve	0	0
350 watt M.H.			100 watt H.P.S.-Cut-off	0	0
360 watt LED			150 watt H.P.S.-Cut-off	0	0
400 watt H.P.S.			250 watt H.P.S.-Cut-off	0	0
400 watt H.P.S. Interstate			400 watt H.P.S.-Cut-off	0	0
1000 watt H.P.S.			1000 watt M.H. Flood	0	0
			86 watt LED Salem Post Top	0	0
<u>DECORATIVE</u>			<u>POLES</u>		
Post Top Fixtures			20' Tapered alum black pole	0	0
50 watt LED-Colonial			25' FG gray (Discontinued)	0	0
100 watt H.P.S.-Colonial			25' FG black (Discontinued)	0	0
150 watt H.P.S.-Colonial			35' concrete Sq.	0	0
75 watt LED Acorn			18' concrete br agg	0	0
150 watt H.P.S.-Acorn			18' concrete gr agg	0	0
150 watt H.P.S.-Coach			18' concrete bl agg	0	0
150 watt M.H.-Acorn			35' FG dark bronze	0	0
			40' FG dark bronze	0	0
Galleria Fixtures			45' FG dark bronze	0	0
400 watt H.P.S.			Wood 30 - 40	0	0
1000 watt H.P.S.			Wood over 40	0	0
350 watt M.H.			35' FG dark bronze bolted base	0	0
1,000 watt (Large) M.H.			40' FG dark bronze bolted base	0	0
			45' FG dark bronze bolted base	0	0
<u>SPECIAL FIXTURES</u>			Concrete Pedestal alone	0	0
150 watt M.H.-Acorn w/shade					
90 watt LED Area		9			
110 watt LED Area					
190 watt LED Area					
280 watt LED Area					
320 watt LED Area					
350 watt MH Pendant Teardrop					
420 watt LED Area	0	0			

April 1, 2020

Results:	
Removed Monthly Charges:	\$42.60
Installed Monthly Charges:	\$110.97
Net Difference:	\$68.37





Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 6, 2020

Re: Approve renewal of Maintenance Agreement between the City of Hattiesburg and C-Spire for the Cisco Spark subscription and authorize the Mayor to execute the same.
File Number: 2020-703
Minute Book #

Summary

Authorize Mayor to renew maintenance agreement between the City of Hattiesburg and C-Spire for the Cisco Spark subscription.

Recommendation Statement

I recommend approval of the renewal agreement.

Please place this on the October 6, 2020 City Council meeting for consideration.



C Spire Business
P.O. Box 830674
MSC #703
Birmingham, AL 35283
(205) 314-6600

Date	Invoice
06/19/2020	HA277670

Bill To:
CITY OF HATTIESBURG Attn: .Lisa Hanson 200 West Pine Street Hattiesburg, MS 39401 United States

Ship To
CITY OF HATTIESBURG 200 West Pine Street Hattiesburg, MS 39401 United States

Terms	Due Date	PO Number	Reference	Tax ID
Net 15	07/04/2020	175827	Annual Billing for 2020-2021	646000432

Quote: AAAQ108076-04
Customer PO: 175827
Term: 12 months
Auto-Renewal: 12 months
Billing Frequency: Annual
Service Requested Start Date: 4/2/2018
Effective Start 6/18/2019
Subscription End 6/17/2020
Subscription ID: Sub143182
Spark Support Contract: 201551199

Description	Quantity	Price	Amount
Agreement Cisco Spark Subscription DX70/DX80/SX10			
Spark base annual fee Basic Support for Cisco Spark Spark Shared Device Count	1.00	\$968.47	\$968.47
Total Description:			\$968.47
Make checks payable to C Spire Business. C Spire Business services provided by TekLinks, Inc. and affiliates. Please note that interest will be calculated at 1.5% per month for any past due invoices.	Invoice Subtotal:		\$968.47
	Sales Tax:		\$0.00
	Invoice Total:		\$968.47
	Payments:		\$0.00
	Credits:		\$0.00
Balance Due:		\$968.47	

Thank you for your business!



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, October 6, 2020

Re: Acknowledge bids received September 17, 2020 for the Hardy Street Paving Project and accept the bid from Warren Paving, Inc. for the base bid of \$883,597.25 and additive alternate No. 2 of \$77,550.00 for a total bid of \$961,147.25 as the lowest and best bid; Authorize Mayor to execute contracts upon preparation.
File Number: 2020-686
Minute Book #

Summary

Acknowledge bids received September 17, 2020 for the Hardy Street Paving Project and accept the bid from Warren Paving, Inc. for the base bid of \$883,597.25 and additive alternate No. 2 of \$77,550.00 for a total bid of \$961,147.25 as the lowest and best bid; Authorize Mayor to execute contracts upon preparation.

Recommendation Statement

I recommend approval of this item.

Please place this on the October 6, 2020 City Council meeting for consideration.

September 24, 2020
N-S Project No. 15581.000

Toby Barker
Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

REFERENCE: HARDY STREET PAVING PROJECT
 CITY OF HATTIESBURG, FORREST COUNTY

Dear Mayor Barker:

Enclosed for your records is one (1) copy of the Certified Bid Tabulation for the bids received for the referenced project. As you are aware there were three (3) bids submitted, opened and read at the bid opening on September 17, 2020. Upon review and tabulation of the bids received and opened, the base bid of Warren Paving, Inc. in the amount of \$883,597.25 was determined to be the apparent low bidder. It is our understanding that the City would like to award the Base Bid and Additive Alternate No. 2. Similarly, the lowest bid using the combination of the Base Bid (\$883,597.25) and Additive Alternate No. 2 (\$77,550.00) in the amount of \$961,147.25 was also received by Warren Paving, Inc.

Neel-Schaffer therefore recommends that the City of Hattiesburg review the bid submitted by Warren Paving, Inc. and award the project, to the lowest and best bidder.

Sincerely,

NEEL-SCHAFFER, INC.



Geoffrey Crosby, P.E.
Senior Project Manager

Enclosures

CITY OF HATTIESBURG
Hardy Street Paving Project

Base Bid				Warren Paving, Inc. P.O. Box 2545 Hattiesburg, MS 39403		Walters Construction Company, Inc. 2051 Highway 84 East Laurel, MS 39443		Dunn Roadbuilders, LLC P.O. Box 6560 Laurel, MS 39441	
Pay Item	Description	Qty	Unit	Unit Price	Price Extension	Unit Price	Price Extension	Unit Price	Price Extension
202-B	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	150	SY	\$ 25.30	\$ 3,795.00	\$ 17.75	\$ 2,662.50	\$ 39.00	\$ 5,850.00
202-B	REMOVAL OF CONCRETE COMBINATION CURB & GUTTER	190	LF	\$ 22.80	\$ 4,332.00	\$ 10.50	\$ 1,995.00	\$ 17.00	\$ 3,230.00
202-B	REMOVAL OF CONCRETE PAVEMENT, FAILED AREAS	15	SY	\$ 25.30	\$ 379.50	\$ 55.00	\$ 825.00	\$ 52.00	\$ 780.00
202-B	REMOVAL OF SIDEWALK	30	SY	\$ 102.55	\$ 3,076.50	\$ 34.00	\$ 1,020.00	\$ 57.00	\$ 1,710.00
203-G	EXCESS EXCAVATION, FM, AH	30	CY	\$ 31.65	\$ 949.50	\$ 33.50	\$ 1,005.00	\$ 49.00	\$ 1,470.00
304-G	SIZE 610 CRUSHED STONE BASE, AEA	30	CY	\$ 170.20	\$ 5,106.00	\$ 107.00	\$ 3,210.00	\$ 225.00	\$ 6,750.00
403-A	19-mm, ST, ASPHALT PAVEMENT	10	TON	\$ 174.00	\$ 1,740.00	\$ 226.00	\$ 2,260.00	\$ 158.00	\$ 1,580.00
403-A	9.5-MM, ST, ASPHALT PAVEMENT	3,691	TON	\$ 93.90	\$ 346,584.90	\$ 99.00	\$ 365,409.00	\$ 108.00	\$ 398,628.00
403-A	9.5-MM, ST, ASPHALT PAVEMENT, LEVELING	1,845	TON	\$ 88.00	\$ 162,360.00	\$ 104.00	\$ 191,880.00	\$ 108.00	\$ 199,260.00
406-D	FINE MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	44,745	SY	\$ 1.50	\$ 67,117.50	\$ 2.00	\$ 89,490.00	\$ 2.00	\$ 89,490.00
407-A	ASPHALT FOR TACK COAT	6,711	GALLON	\$ 2.40	\$ 16,106.40	\$ 2.00	\$ 13,422.00	\$ 3.00	\$ 20,133.00
608-A	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	30	SY	\$ 73.00	\$ 2,190.00	\$ 125.00	\$ 3,750.00	\$ 109.00	\$ 3,270.00
609-D	COMBINATION CONCRETE CURB AND GUTTER, TYPE I MODIFIED	190	LF	\$ 31.00	\$ 5,890.00	\$ 35.00	\$ 6,650.00	\$ 42.00	\$ 7,980.00
613-D	ADJUSTMENT OF INLET	1	EA	\$ 2,850.00	\$ 2,850.00	\$ 1,200.00	\$ 1,200.00	\$ 3,052.00	\$ 3,052.00
613-D005-PP	ADJUSTMENT OF MANHOLE, ADD CONCRETE PAD	46	EA	\$ 1,255.00	\$ 57,730.00	\$ 1,200.00	\$ 55,200.00	\$ 3,052.00	\$ 140,392.00
613-D011-PP	ADJUSTMENT OF WATER VALVE, ADD CONCRETE PAD	16	EA	\$ 1,255.00	\$ 20,080.00	\$ 404.00	\$ 6,464.00	\$ 2,670.00	\$ 42,720.00
618-A	MAINTENANCE OF TRAFFIC	1	LUMP SUM	\$ 63,750.00	\$ 63,750.00	\$ 35,000.00	\$ 35,000.00	\$ 117,000.00	\$ 117,000.00
620-A	MOBILIZATION	1	LUMP SUM	\$ 70,000.00	\$ 70,000.00	\$ 90,000.00	\$ 90,000.00	\$ 115,000.00	\$ 115,000.00
626-A	6" THERMOPLASTIC TRAFFIC STRIPE, SKIP WHITE	11974	LF	\$ 0.55	\$ 6,585.70	\$ 0.50	\$ 5,987.00	\$ 1.00	\$ 11,974.00
626-E	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	14,450	LF	\$ 1.10	\$ 15,895.00	\$ 1.00	\$ 14,450.00	\$ 1.00	\$ 14,450.00
626-G	THERMOPLASTIC DETAIL STRIPE, WHITE	595	LF	\$ 2.20	\$ 1,309.00	\$ 2.00	\$ 1,190.00	\$ 2.00	\$ 1,190.00
626-G	THERMOPLASTIC DETAIL STRIPE, YELLOW	1,414	LF	\$ 2.20	\$ 3,110.80	\$ 2.00	\$ 2,828.00	\$ 2.00	\$ 2,828.00
626-H	THERMOPLASTIC LEGEND, WHITE (6" EQUIV.)	2,787	LF	\$ 2.75	\$ 7,664.25	\$ 2.50	\$ 6,967.50	\$ 3.00	\$ 8,361.00
626-H	THERMOPLASTIC LEGEND, WHITE	613	SF	\$ 8.80	\$ 5,394.40	\$ 8.00	\$ 4,904.00	\$ 9.00	\$ 5,517.00
627-K	RED-CLEAR REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	30	EA	\$ 8.80	\$ 264.00	\$ 8.00	\$ 240.00	\$ 9.00	\$ 270.00
627-L	TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	1,061	EA	\$ 8.80	\$ 9,336.80	\$ 8.00	\$ 8,488.00	\$ 9.00	\$ 9,549.00
Sub-Total Base Bid				\$	883,597.25	\$	916,497.00	\$	1,212,434.00

Additive Alternate No. 1

Pay Item	Description	Qty	Unit	Unit Price	Price Extension	Unit Price	Price Extension	Unit Price	Price Extension
1	NIGHT WORK - CONTRACTOR SHALL PERFORM BASE BED AND ALTERNATE BIDS WORK BETWEEN THE HOURS 6:00 PM TO 6:00 AM	1	LS	\$ 37,000.00	\$ 37,000.00	\$ 15,000.00	\$ 15,000.00	\$ 40,000.00	\$ 40,000.00
Sub-Total Additive Alternate No. 1					\$ 37,000.00		\$ 15,000.00		\$ 40,000.00

Additive Alternate No. 2

Pay Item	Description	Qty	Unit	Unit Price	Price Extension	Unit Price	Price Extension	Unit Price	Price Extension
907-608-I	ASPHALT PAVEMENT TEXTURING	10,340	SF	\$ 7.50	\$ 77,550.00	\$ 9.00	\$ 93,060.00	\$ 5.80	\$ 59,972.00
Sub-Total Additive Alternate No. 2					\$ 77,550.00		\$ 93,060.00		\$ 59,972.00

Additive Alternate No. 3

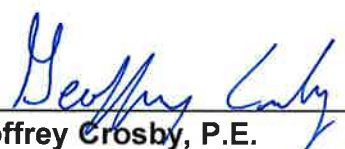
Pay Item	Description	Qty	Unit	Unit Price	Price Extension	Unit Price	Price Extension	Unit Price	Price Extension
403-A	9.5-MM, ST, ASPHALT PAVEMENT	880	TON	\$ 96.10	\$ 84,568.00	\$ 99.00	\$ 87,120.00	\$ 105.00	\$ 92,400.00
403-A	9.5-MM, ST, ASPHALT PAVEMENT, LEVELING	440	TON	\$ 100.00	\$ 44,000.00	\$ 104.00	\$ 45,760.00	\$ 105.00	\$ 46,200.00
406-D	FINE MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	10,245	SY	\$ 3.00	\$ 30,735.00	\$ 2.00	\$ 20,490.00	\$ 3.00	\$ 30,735.00
407-A	ASPHALT FOR TACK COAT	1,565	GALLON	\$ 0.01	\$ 15.65	\$ 2.00	\$ 3,130.00	\$ 3.00	\$ 4,695.00
907-604-E	DRAINAGE INLET TOP MODIFICATION	1	EA	\$ 1,710.00	\$ 1,710.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00
907-604-F	DRAINAGE GRATE REPLACEMENT	1	EA	\$ 1,255.00	\$ 1,255.00	\$ 500.00	\$ 500.00	\$ 818.00	\$ 818.00
613-D005-PP	ADJUSTMENT OF MANHOLE, ADD CONCRETE PAD	11	EA	\$ 1,255.00	\$ 13,805.00	\$ 1,200.00	\$ 13,200.00	\$ 3,052.00	\$ 33,572.00
613-D011-PP	ADJUSTMENT OF WATER VALVE, ADD CONCRETE PAD	1	EA	\$ 1,255.00	\$ 1,255.00	\$ 404.00	\$ 404.00	\$ 2,670.00	\$ 2,670.00
618-A	MAINTENANCE OF TRAFFIC	1	LUMP SUM	\$ 7,500.00	\$ 7,500.00	\$ 7,000.00	\$ 7,000.00	\$ 7,500.00	\$ 7,500.00
620-A	MOBILIZATION	1	LUMP SUM	\$ 3,000.00	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00
626-E	6” THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	2,690	LF	\$ 1.10	\$ 2,959.00	\$ 1.00	\$ 2,690.00	\$ 1.00	\$ 2,690.00
626-H	THERMOPLASTIC LEGEND, WHITE (6" EQUIV.)	400	LF	\$ 2.75	\$ 1,100.00	\$ 2.50	\$ 1,000.00	\$ 3.00	\$ 1,200.00
Sub-Total Additive Alternate No. 3					\$ 191,902.65		\$ 194,294.00		\$ 229,980.00

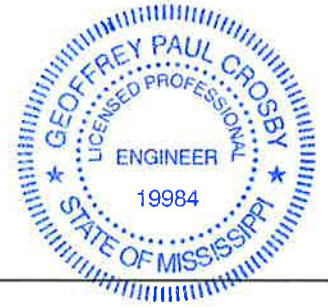
Additive Alternate No. 4

Pay Item	Description	Qty	Unit	Unit Price	Price Extension	Unit Price	Price Extension	Unit Price	Price Extension
403-A	9.5-MM, ST, ASPHALT PAVEMENT	290	TON	\$ 96.35	\$ 27,941.50	\$ 119.00	\$ 34,510.00	\$ 105.00	\$ 30,450.00
403-A	9.5-MM, ST, ASPHALT PAVEMENT, LEVELING	150	TON	\$ 112.40	\$ 16,860.00	\$ 140.00	\$ 21,000.00	\$ 105.00	\$ 15,750.00
406-D	FINE MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	3,450	SY	\$ 4.25	\$ 14,662.50	\$ 2.50	\$ 8,625.00	\$ 3.00	\$ 10,350.00
407-A	ASPHALT FOR TACK COAT	520	GALLON	\$ 0.01	\$ 5.20	\$ 3.00	\$ 1,560.00	\$ 3.00	\$ 1,560.00
613-D	ADJUSTMENT OF INLET	1	EA	\$ 2,850.00	\$ 2,850.00	\$ 1,100.00	\$ 1,100.00	\$ 3,270.00	\$ 3,270.00
613-D005-PP	ADJUSTMENT OF MANHOLE, ADD CONCRETE PAD	4	EA	\$ 1,255.00	\$ 5,020.00	\$ 1,200.00	\$ 4,800.00	\$ 3,052.00	\$ 12,208.00
613-D011-PP	ADJUSTMENT OF WATER VALVE, ADD CONCRETE PAD	2	EA	\$ 1,255.00	\$ 2,510.00	\$ 404.00	\$ 808.00	\$ 2,670.00	\$ 5,340.00
618-A	MAINTENANCE OF TRAFFIC	1	LUMP SUM	\$ 3,700.00	\$ 3,700.00	\$ 2,300.00	\$ 2,300.00	\$ 3,000.00	\$ 3,000.00
620-A	MOBILIZATION	1	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 15,000.00	\$ 15,000.00	\$ 6,000.00	\$ 6,000.00
626-E	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	2,490	LF	\$ 1.10	\$ 2,739.00	\$ 1.00	\$ 2,490.00	\$ 1.00	\$ 2,490.00
626-H	THERMOPLASTIC LEGEND, WHITE (6" EQUIV.)	168	LF	\$ 2.75	\$ 462.00	\$ 2.50	\$ 420.00	\$ 3.00	\$ 504.00

Sub-Total Additive Alternate No. 4	\$ 78,250.20	\$ 92,613.00	\$ 90,922.00
	Warren Paving	Walters Construction	Dunn Roadbuilders
Sub-Total Base Bid	\$ 883,597.25	\$ 916,497.00	\$ 1,212,434.00
Sub-Total Additive Alternate No. 1	\$ 37,000.00	\$ 15,000.00	\$ 40,000.00
Sub-Total Additive Alternate No. 2	\$ 77,550.00	\$ 93,060.00	\$ 59,972.00
Sub-Total Additive Alternate No. 3	\$ 191,902.65	\$ 194,294.00	\$ 229,980.00
Sub-Total Additive Alternate No. 4	\$ 78,250.20	\$ 92,613.00	\$ 90,922.00

I certify this to be a true & accurate Bid Tabulation of bids received @ 10:00 a.m., Thursday, September 17th, 2020 for the City of Hattiesburg -Hardy Street Paving Project.


Geoffrey Crosby, P.E.
Mississippi Registrartion No. 19984



***CONTRACT DOCUMENTS AND TECHNICAL
SPECIFICATIONS***

FOR

HARDY STREET PAVING PROJECT

FOR THE

**CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY**



JULY 2020

PREPARED BY



NEEL-SCHAFER
Solutions you can build upon

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ADVERTISEMENT FOR BIDS

**HARDY STREET PAVING PROJECT
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, **September 17**, 2020 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists milling and overlay of Hardy Street from 21st Avenue to West Pine Street. 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. Jeffery Lee, P.E. – Vice President.

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:

August 12, 2020

August 19, 2020

INSTRUCTIONS TO BIDDERS

HARDY STREET PAVING PROJECT CITY OF HATTIESBURG, MISSISSIPPI

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1. COORDINATION OF SPECIFICATIONS

Work under this Contract shall be performed in accordance with the Contract Documents, which includes General Conditions, Supplementary Conditions and Technical Specifications contained therein. Division 200 through 800 of the *Mississippi Standard Specifications for Road and Bridge Construction*, 2017 Edition (can be downloaded at www.gomdot.com) is made a part hereof as if it were attached hereto, except where superseded and/or supplemented by the technical specifications and 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 PAVING PROJECT
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 **60** consecutive calendar days of the Notice to Proceed date unless the period for completion is extended otherwise by the Contract Documents.

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BIDDER'S PROPOSAL

HARDY STREET PAVING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI

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BIDDER'S PROPOSAL

**HARDY STREET PAVING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI**

DATE: _____, 20_____

PROPOSAL OF _____
(Name of Bidder)

(Address of Bidder)

for construction of the Hardy Street Paving Project.

The documents on which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, and all supplements, amendments and addenda for this Project and are made a part hereof by reference.

**TO: CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MISSISSIPPI 39401**

Gentlemen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the Instructions to Bidders, Bid Forms, General Conditions, Supplemental Conditions, Technical Specifications, Contract Drawings and any and all Addenda thereof.

I (We) further certify that I, (we) have visited and carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation and all other factors affecting the prosecution of the work covered by this Proposal.

I (We) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid. No increase in quantities of work shall be performed until a written change order is duly executed in advance and approved in the public minutes of the Owner.

In accordance with the requirements of the Instructions to Bidders, Bid Forms, Federal Supplement to Bidder's Proposal, Technical Specifications, General Conditions, Supplementary Conditions, Contract

Drawings, and any Addenda, I (we) propose to furnish all necessary materials, equipment, labor, tools and other means of construction and will do all Work called for by the Contract Documents within the specified Contract Time. The following is my (our) itemized proposal for the project:

Prices Bid and Approximate Quantities – Base Bid

Pay Item	Description	Qty	Unit	Unit Price	Price Extension
202-B	REMOVAL OF PAVEMENT, ALL DEPTHS	150	SY		
202-B	REMOVAL OF CONCRETE COMBINATION CURB & GUTTER	190	LF		
202-B	REMOVAL OF CONCRETE PAVEMENT, FAILED AREAS	15	SY		
202-B	REMOVAL OF CONCRETE SIDEWALK	30	SY		
203-G	EXCESS EXCAVATION, FM, AH	30	CY		
304-G	SIZE 610 CRUSHED STONE BASE, AEA	30	CY		
403-A	19-mm ST, ASPHALT PAVEMENT	10	TON		
403-A	9.5-mm, ST, ASPHALT PAVEMENT	3,691	TON		
403-B	9.5-mm, ST, ASPHALT PAVEMENT, LEVELING	1,845	TON		
406-D	FINE MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	44,745	SY		
407-A	ASPHALT FOR TACK COAT	6,711	GALLON		
608-A	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	30	SY		
609-D	COMBINATION CURB AND GUTTER, TYPE I MODIFIED	190	LF		
907-608-1	ASPHALT PAVEMENT TEXTURING	10,340	SF		
613-D	ADJUSTMENT OF INLET	1	EA		
613-D005-PP	ADJUSTMENT OF MANHOLE, ADD CONCRETE PAD	46	EA		
613-D011-PP	ADJUSTMENT OF WATER VALVE, ADD CONCRETE PAD	16	EA		
618-A	MAINTENANCE OF TRAFFIC	1	LUMP SUM	XXXX	
620-A	MOBILIZATION	1	LUMP SUM	XXXX	

626-A	6" THERMOPLASTIC TRAFFIC STRIPE, SKIP WHITE	11,974	LF		
626-E	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	14,450	LF		
626-G	THERMOPLASTIC DETAIL STRIPE, WHITE	595	LF		
626-G	THERMOPLASTIC DETAIL STRIPE, YELLOW	1,414	LF		
626-H	THERMOPLASTIC LEGEND, WHITE (6" EQUIV.)	2,787	LF		
626-H	THERMOPLASTIC LEGEND, WHITE	613	SF		
627-K	RED-CLEAR REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	30	EA		
627-L	TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	1,061	EA		
TOTAL BASE BID \$					

ALTERNATE BID AMOUNT \$	Contractor shall perform all work between the hours 6PM to 6AM: ADD or DEDUCT (Circle One): Lump Sum	\$ _____
-------------------------	--	----------

TOTAL BID AMOUNT \$	Sum of Total Base Bid and Alternate Bid Amount	\$ _____
----------------------------	--	----------

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 PAVING PROJECT
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 PAVING PROJECT
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 PAVING PROJECT
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 PAVING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI**

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CONTRACT

**HARDY STREET PAVING PROJECT
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 Paving 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 INSTRUCTION TO BIDDERS unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
The Contractor agrees to pay, as liquidated damages, the actual damages, costs, losses and expenses reasonably incurred by Owner for each consecutive calendar day that he shall be in default in attaining Final Completion within the time stipulated as provided herein.
3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications as if formally recopied in this Contract.
4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, and to the complete satisfaction of the Owner or his authorized representatives, and in accordance with the Laws of the state of Mississippi and the Ordinances of the Owner, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the contract amount of _____ (\$ _____) plus the amount of any supplemental agreements and force accounts for extra work authorized and duly set forth in a written change order approved and executed by the Owner and set forth in the public minutes of the Owner and in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.
5. The Contractor shall protect, indemnify and save harmless the Owner from and against any and all damage, loss, claims, judgments or expenses, including but not limited to reasonable

attorney's fees, which the Owner may suffer or be subjected to by the performance of the work, including but without limitation injury to or death of any person whomever and destruction or damage to any property whatsoever.

6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).

7. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).

8. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.

9. The Owner will pay to the Contractor in the manner and at such times and amounts as set forth in the Contract Documents.

10. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

11. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor until such time as the exact amount of damages due the Owner from the Contractor is determined.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in _____ counterparts, each of which shall be deemed an original on the date first above written. (number)

OWNER

CONTRACTOR

BY _____

BY _____

ATTEST _____

ATTEST _____

(Seal)

(Seal)

PARTNERSHIP CERTIFICATE

State of _____

County of _____ Ss.

On this _____ day of _____, 20_____, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____; that said firm consists of himself and _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in the

County of _____

State of _____

Notary Seal

My Commission Expires:

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said Contract on behalf of the Contractor was then _____ of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Secretary

Corporate Seal

GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the Owner.
2. The name, including full Christian name and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.
3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,
\$(_____) in lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated _____ day of _____ 20 _____,
a copy of which is hereto attached and made a part hereof for the construction of :

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the
one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and
shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by
reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the
OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full
force and effect.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments,
contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the state of
Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by
reason of and directly connected with the performance of said Contract or any part thereof as provided by
Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute or other authority,
then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change,

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

00500-10

Date _____

TO: _____

RE: Hardy Street Paving Project
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.

Jeffery L Lee, P.E.

Vice President

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 PAVING PROJECT
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 ____ consecutive calendar days from the effective date of this Notice to Proceed. The date of Final Completion is therefore _____. 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. Jeffery L. Lee, 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 _____	

**Engineers Joint Documents Committee
Design and Construction Related Documents
Instructions and License Agreement**

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Related Documents even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

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You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.
General Counsel
National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314

Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



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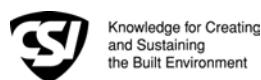
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1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times

but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

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

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or

responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's

sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor’s making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will

promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to

entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection

from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or

received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or

disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance

with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

1. Definitions

- A. The definition of "Technical Specifications" shall be the same as the definition for Specifications stated in Paragraph 1.01 under item number 43 of the General Conditions.
- B. Delete Paragraph 1.01.A.12 of the General Conditions in its' entirety.
- C. In Paragraph 1.01A.52 delete the following words, "or responding to differing or unseen subsurface or physical conditions under which the work is to be performed or to emergencies."

2. Commencement of Contract Time: Notice to Proceed

The commencement of Contract Time, as stated in Item 2.03 of the General Conditions is changed to read The Contract Time will commence to run within the sixtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the sixtieth day after the Effective Date of the Agreement.

Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement. Refer to Item 21 of the Instructions to Bidders regarding execution of the Contract.

3. Before Starting Construction

In addition to the requirements of Paragraph 2.05 of the General Conditions, "**CONTRACTOR** shall deliver to the **OWNER**, with his signed Contract, all bonds and insurance which he is required to purchase and maintain in accordance with Article 5 of the General Conditions. A copy shall also be submitted to the **ENGINEER**. The **OWNER** shall deliver to the **CONTRACTOR** a copy of all policies of insurance which the **OWNER** is required to purchase and maintain in accordance with Article 5 of the General Conditions."

4. Preconstruction Conference

The time period for holding the preconstruction conference as stated in Paragraph 2.06 of the General Conditions shall be within 30 days after the Effective date of the Agreement, but before the **CONTRACTOR** starts the Work at the site.

5. Subsurface and Physical Conditions

Paragraphs 4.02 and 4.03 shall be deleted in its' entirety and replaced with the following:

DIFFERING SITE CONDITIONS PROVISION:

Execution of this Contract (Agreement) by the Contractor is a representation that the Contractor has visited the site, that general and local conditions are suitable for the work to be performed and that the Contractor accepts all conditions at the Project site. The Contractor assumes all risks with respect to the requirements of the Contract Documents, including without limitation the characteristics (natural and manmade) of the site, site accessibility, labor rates and availability, weather conditions, and any other matter that could affect the performance and cost of the work.

6. Insurance Requirements

- A. Paragraphs 5.05 and 5.06 shall be deleted in their entirety.
- B. Paragraphs 5.07.B, 5.07.B.1 and 5.07.B.2 shall be deleted in their entirety.
- C. In addition to the requirements of Article 5 of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.
 - 1. The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**. If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**, including all additional insureds and waivers of subrogation.
 - 2. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein and all coverage requirements specified in contract documents are filed with and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.
 - 3. The **CONTRACTOR** shall secure and maintain in effect for the period of the **CONTRACT** and pay all premiums for the following kinds and amounts of insurance:
 - a. Worker's Compensation and Employer's Liability Insurance: This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability limits in the amount of ONE MILLION DOLLARS (\$1,000,000.00). **CONTRACTOR** and subcontractors shall supply **OWNER** endorsements from their carriers evidencing waiver of subrogation in favor of the **OWNER**.
 - b. **CONTRACTOR'S** and Subcontractor's Comprehensive General Liability Insurance, including bodily injury, property damage, contractual and other

standard coverage contained in Comprehensive General Liability Insurance, in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and aggregate. **OWNER** shall be provided an endorsement naming the **OWNER** as an insured from the insurer for the work contracted. The Comprehensive General Liability policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- i. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
 - ii. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
 - iii. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.
- c. **CONTRACTOR'S** Contingent or Protective Liability and Property Damage: In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect the **CONTRACTOR** from any and all claims arising from the operation of Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.
- d. Auto Liability: The **CONTRACTOR** shall maintain Auto Liability Insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit to protect him from any and all claims arising from the use of the following:
- i. **CONTRACTOR'S** own automobiles and trucks.
 - ii. Hired and non-owned automobiles and trucks.
 - iii. Automobiles and trucks owned by Subcontractors.
- The aforementioned is to cover use of automobiles and trucks on and off the site of the Project. The **OWNER** shall be provided an endorsement from the insurer naming the **OWNER** as an insured for the work contracted.
- e. **OWNER'S** Protective Liability Policy: The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds, in an amount not less than ONE MILLION DOLLARS (\$1,000,000).
- f. Umbrella Liability: The **CONTRACTOR** shall provide **OWNER** a certificate of insurance evidencing Umbrella Liability Insurance in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000).
- g. Builder's Risk and Boiler and Machinery Insurance: The **CONTRACTOR** shall purchase and maintain Builder's Risk and Boiler and Machinery Insurance in the amount of the total value of the materials necessary for the

project. A certificate evidencing such coverage shall be on file with the **OWNER**.

h. Property Insurance: No property insurance is required for this project.

7. Contractor's Responsibilities

Delete Paragraph 6.02.B in its entirety.

8. Record Documents

In addition to the requirements of Paragraph 6.12 of the General Conditions, **CONTRACTOR** shall provide accurate 'mark-ups' acceptable to the **ENGINEER** on or before the date of Substantial Completion of the Project for use by the **ENGINEER** in the preparation of 'record' drawings. Final payment will not be made to the **CONTRACTOR** prior to the **ENGINEER** receiving these mark-ups from the **CONTRACTOR**.

9. Limitations on ENGINEER'S Responsibilities

In addition to the requirements of Paragraph 9.09.B, when it comes to his attention, the **ENGINEER** will immediately notify the **OWNER** in the event that the **CONTRACTOR** is not complying with the Contract Documents or is conducting the Work in such a manner that could be considered grounds for termination of the Contract. The **CONTRACTOR** shall retain responsibility for performing all Work in compliance with the Contract Documents.

The following language shall be added to Paragraph 9.09.B:

“Consistent with the express provisions of this Section 00700, Article 6.13, Article 6.17.D.2, Article 9.02.B, Article 9.09, this Article 9.09.B, and Article 14.02.B.4.b, any reference to “safety” elsewhere in this contract, including but not limited to those found in Section 00700, Articles 4.02.B.1, 4.04.A.2.d, 4.04.B.1, 4.06.B.1, 6.02.B, 6.14, 6.15, 6.16, 6.17.C.1.c, and 13.02.A, does not impose upon the Engineer any duty, obligation or other contractual undertaking to administer the “safety” aspects of Contractor’s performance, or any other matter relating to the Contractor’s means, methods, techniques, sequences or procedures. Contractor’s contractual safety obligations and means and methods during construction are the sole responsibility of the Contractor and are not being administered, overseen or reviewed in any way by the Engineer in performing its contractual obligations”

10. Change of the Contract Time

In addition to the requirements of Paragraph 12.03 of the General Conditions, rainstorms which are encountered in the project area on a regular and seasonal basis do not constitute an abnormal weather condition.

11. Payments to **CONTRACTOR**

Paragraph 14.02.A, Application for Payments, is deleted in its' entirety and the following substituted therefore:

-
- A. Monthly Estimates and Partial Payments: The **CONTRACTOR'S** partial payment period shall end on the last day of each month. The **CONTRACTOR** shall submit acceptable Application for Payment to the **ENGINEER** by the date indicated on the payment schedule as supplied to **CONTRACTOR** by **ENGINEER** provided that the amount due on completed work is at least \$500.00. The partial payment request shall be filled out and signed by the **CONTRACTOR** covering the work completed as of the date of the request and accompanied by such supporting documentation as is required by the Contract Documents and also as the **ENGINEER** may reasonably require. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include in any monthly estimate advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER'S** title to the material and equipment and protect **OWNER'S** title to the material and equipment and protect **OWNER'S** interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR'S** obligations reflected in prior Applications for Payment.
- B. After each monthly estimate has been approved, the **OWNER** shall pay to the **CONTRACTOR** 95 percent of the amount of said estimate. From the total value of each estimate there will be deducted an amount equivalent to 5 percent of the whole as a retainage to be held by the **OWNER**. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include any monthly advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work.
- C. Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. The sum will not be included in a subsequent estimate until the defects have been remedied to the **ENGINEER'S** satisfaction.
- D. The **OWNER** reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the **OWNER'S** Attorney, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the **CONTRACTOR** or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

Paragraph 14.02.C of the General Conditions is modified to read "60 days after presentation of the Application for Payment to **OWNER** with **ENGINEER'S** recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by **OWNER** to **CONTRACTOR**."

Paragraph 14.07.C of the General Conditions is modified to read, "If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within 60 days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**."

Delete Paragraph 14.09.A.2 in its entirety.

12. List of Contract Drawings: Not Used.

13. Liquidated and Special Damages

The **CONTRACTOR** will be subject to liquidated damages and actual damages in the amount of the actual costs incurred by the Owner after the time stipulated for Final Completion of the work.

The **CONTRACTOR** will be subject to liquidated damages in the amount of **\$750** for each consecutive calendar day after the time stipulated for Final Completion of the work. The actual costs includes, but is not limited to construction related costs resulting from the Contractor's failure to complete the work on schedule.

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

The liquidated damages provided for herein were not calculated in contemplation or anticipation that the **CONTRACTOR** would default or otherwise abandon the project. In the event the **CONTRACTOR** does default or otherwise abandon the project, the **OWNER** reserves the right to collect from the **CONTRACTOR** or its surety, in addition to the liquidated damages, the actual damages including, but not limited to, additional engineering costs, incurred by the **OWNER** as a result of the default or abandonment.

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 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

-
- 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.

-
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 ****

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. 907-618-1

CODE: (SP)

DATE: 6/22/2020

SUBJECT: Placement of Permanent Pavement Markings

Section 618, Traffic Control for Construction Zones, of the 2017 Edition of the Standard Specifications for Road and Bridge Construction, Mississippi Department of Transportation is hereby amended as follows:

907-618.03.3—Safe Movement of Traffic. Paragraph 13, Page 446

Delete the first sentence of the next to last paragraph of Subsection 618.03.3 on page 446 and substitute the following:

Permanent pavement markings to be applied no sooner than 10 days nor later than 20 days after placement of final lift of pavement.

HARDY STREET PAVING PROJECT

21ST AVENUE TO WEST PINE STREET

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

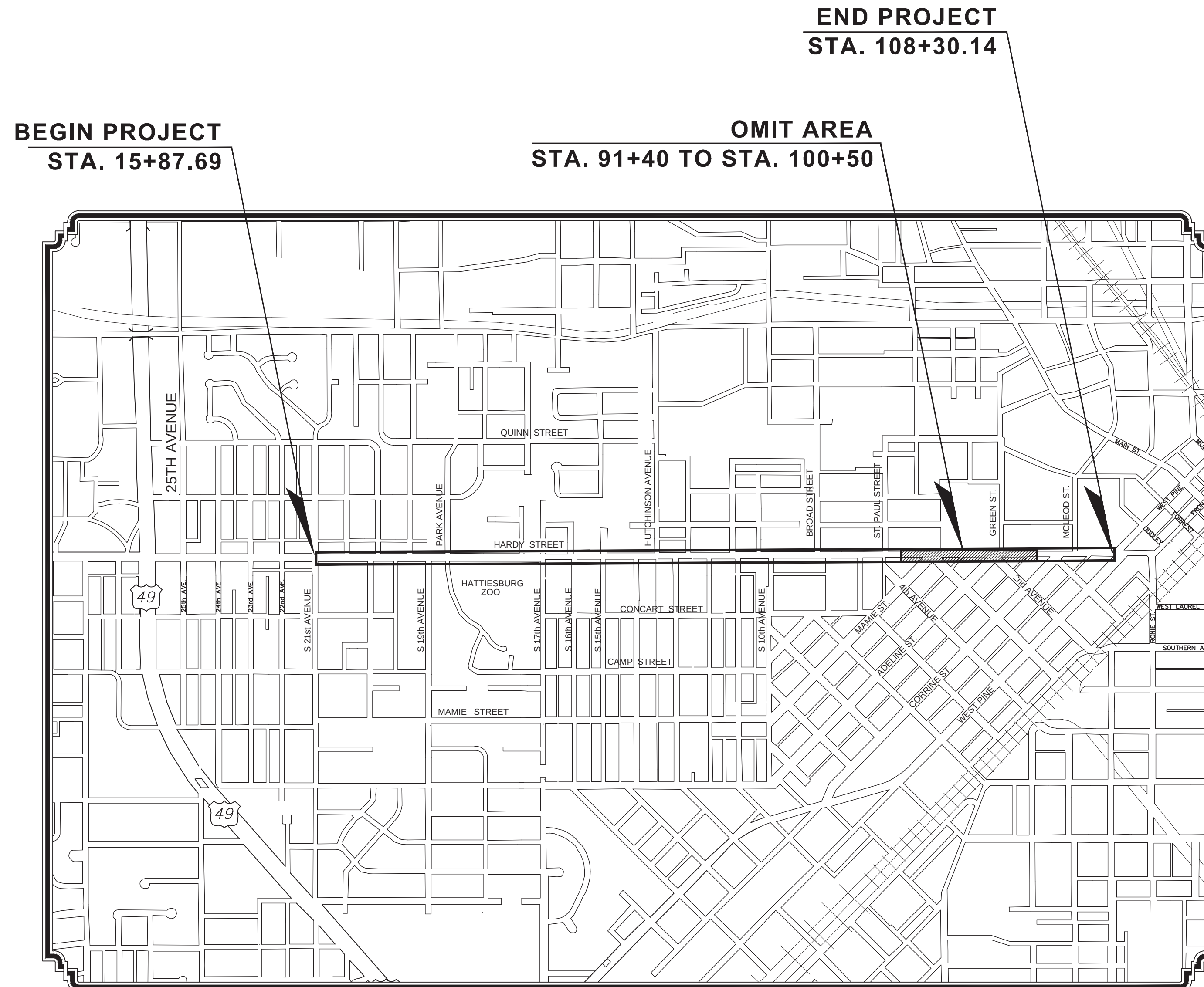
MISSISSIPPI POWER

AT&T

SPIRE GAS

COMCAST

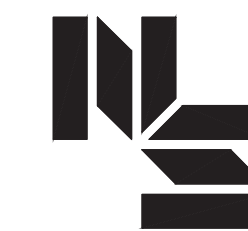
UNITI



VICINITY MAP

PROJECT LOCATION

PREPARED BY :

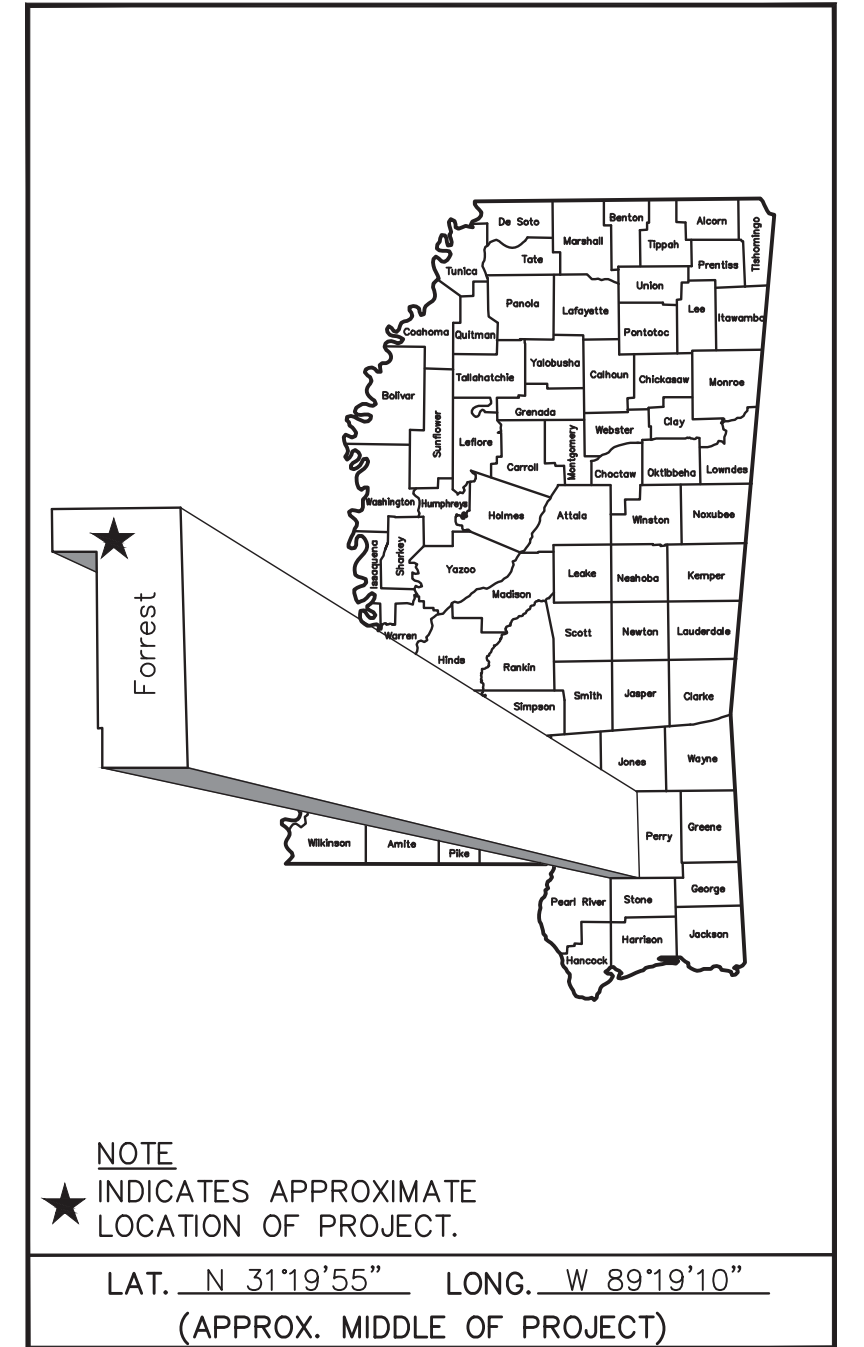


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JEFFERY L. LEE, P.E.
MISSISSIPPI LICENSE NO. 10746

THE PROJECT SHALL BE PERFORMED IN STRICT CONFORMANCE WITH THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION.



DETAILED INDEX

GENERAL NOTES

DESCRIPTION OF SHEET	WKG. NO.	SHT. NO.
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DETAILED INDEX AND GENERAL NOTES	DI-1	2
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HARDY STREET PAVING PROJECT – TYPICAL SECTION	TS-1	3
SITE PLAN SHEETS (4)		
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MILL AND OVERLAY PLAN – STATION 41+00 TO 67+00	PP-2	5
MILL AND OVERLAY PLAN – STATION 67+00 TO 93+00	PP-3	6
MILL AND OVERLAY PLAN – STATION 93+00 TO 108+30.14	PP-4	7
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PAVEMENT MARKING PLAN – STATION 41+00 TO 67+00	PM-2	9
PAVEMENT MARKING PLAN – STATION 67+00 TO 93+00	PM-3	10
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TYPICAL DETAILS	DET-1	12
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TRAFFIC CONTROL PLAN	TCP-1	13
TRAFFIC CONTROL PLAN WITH FLAGGER (ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)	TCP-2	14
ESTIMATED QUANTITIES – TRAFFIC CONTROL	EQ-TC	15
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PAVEMENT MARKING DETAILS FOR 4-LANE AND 5-LANE UNDIVIDED ROADWAYS	PM-2	17
PAVEMENT MARKING LEGEND DETAILS	PM-6	18
TOTAL NUMBER OF SHEETS (18)		

1. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.
2. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER.
3. UNLESS OTHERWISE DIRECTED BY OWNER, ALL EXISTING MATERIAL TO BE REMOVED FROM THE PROJECT SITE SHALL BE THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF AT HIS EXPENSE IN ACCORDANCE WITH STATE AND LOCAL LAWS AND REGULATIONS.
4. CONTRACTOR SHALL SUBMIT A DETAILED TRAFFIC CONTROL PLAN WHICH MAINTAINS THROUGH AND LOCAL TRAFFIC AT ALL TIMES FOR EACH PHASE OF CONSTRUCTION. WORK SHALL NOT COMMENCE UNTIL THE TRAFFIC CONTROL PLAN IS REVIEWED AND APPROVED BY THE ENGINEER. ALL COST ASSOCIATED WITH TRAFFIC CONTROL SHALL BE ABSORBED IN THE MAINTENANCE OF TRAFFIC PAY ITEM.
5. 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. 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. WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE PROTECTIVE MEASURES SHALL BE INCLUDED IN THE PRICE BID FOR CONTRACT ITEMS.
7. ALL SIGNS, SIGNALS, PAVEMENT MARKINGS AND TRAFFIC CONTROL DEVICES ON THIS PROJECT SHALL COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).
8. PAVEMENT STRIPING SHALL BE INSTALLED AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
9. 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.
10. THE CONTRACTOR IS TO REMOVE AND RESET ANY SIGNS WHICH CONFLICT WITH CONSTRUCTION (NOT A SEPARATE PAY ITEM).
11. THE LOCATION AND SPACING OF SIGNS, SHOWN ON THE TRAFFIC CONTROL PLAN, ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.
12. THE CONTRACTOR IS TO NOTIFY THE CITY OF HATTIESBURG AND THE ENGINEER AT LEAST 48 HOURS PRIOR TO ANY LANE CLOSURE OR ANY IMPEDANCE OF TRAFFIC FLOW IN THE PROJECT AREA.
13. 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).
14. CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING MANHOLES, VALVE BOXES, AND ALL OTHER AT GRADE UTILITY APPURTENANCES TO FINAL GRADES.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPAIR OR REPLACEMENT OF ANY UTILITIES THAT ARE DISTURBED BY HIS OPERATIONS.
16. THE CONTRACTOR SHALL PERFORM FIELD STAKING AT HIS OWN EXPENSE AS NECESSARY TO SUCCESSFULLY COMPLETE THE WORK.
17. MILLING DEPTH SHALL BE VARIABLE AND AS DIRECTED BY ENGINEER. WHERE EXISTING THICKNESS OF ASPHALT ALLOWS, MILLING SHALL BE PERFORMED SO THAT PROPOSED SURFACE COURSE IS FLUSH WITH EXISTING CURB AND GUTTER.
18. 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 AT LEAST 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.

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NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 15581	
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				SURVEYED BY:	
				DSGN: JLL	DATE: 02/2020
				DRWN: MLJ	DATE: 02/2020
				CHKD:	DATE:
				QA/QC:	DATE:

HARDY STREET PAVING PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

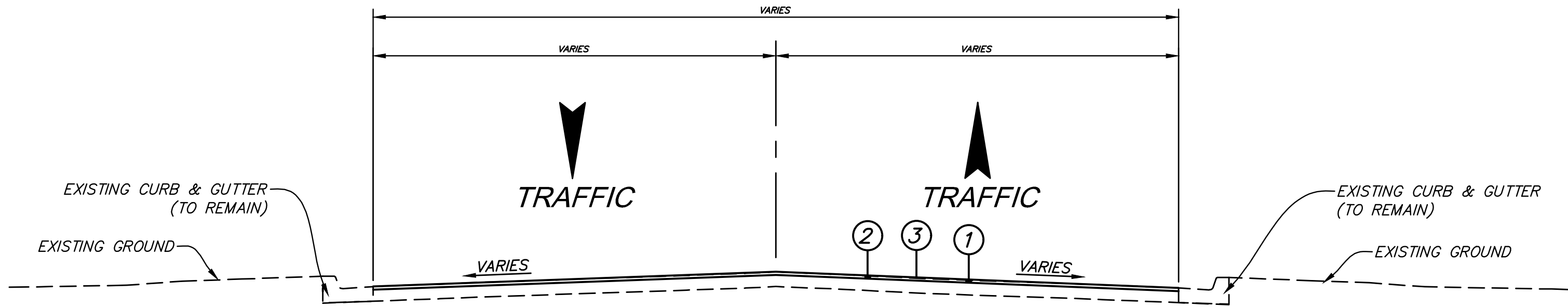




DETAILED INDEX AND GENERAL NOTES

WORKING NUMBER:
DI-1

DRAWING NUMBER:
2



TYPICAL SECTION
MILLING, LEVELING, AND ASPHALT OVERLAY

- ① 1 1/2" NOM. ASPHALT SURFACE COURSE, 9.5mm (1 @ 1.5" LIFT)
- ② 1 1/2" AND VARIABLE MILLING
- ③ VARIABLE DEPTH ASPHALT LEVELING COURSE 9.5mm

NOTES:
1. MILLING SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 406 OF THE MDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION.
2. STREET PAVING SHALL BE PERFORMED WITHIN 72 HOURS OF MILLING A STREET.
3. CROSS SLOPE SHOULD MATCH EXISTING EXCEPT WHEN CORRECTED BY LEVELING COURSE OR MILLING. CORRECTED SLOPES SHOULD BE 2% UNLESS OTHERWISE APPROVED BY ENGINEER.

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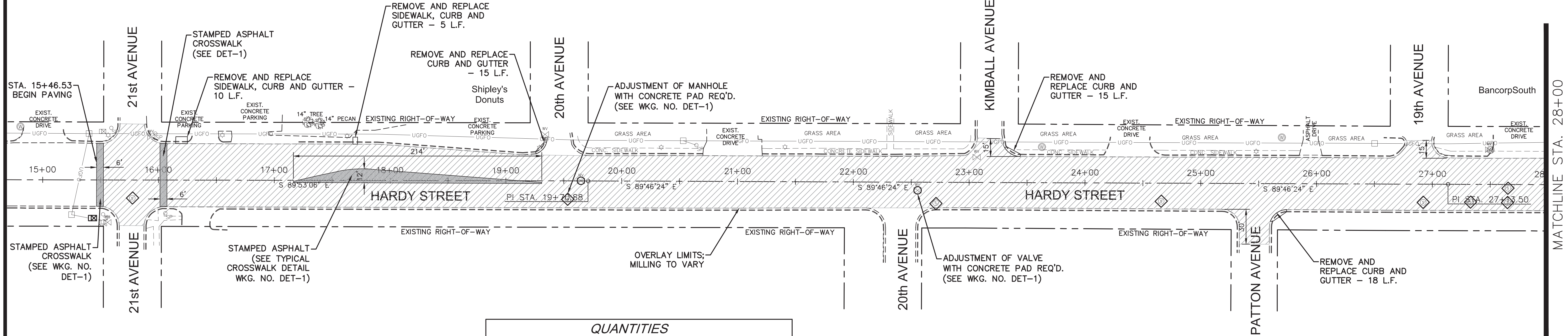
HARDY STREET PAVING PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

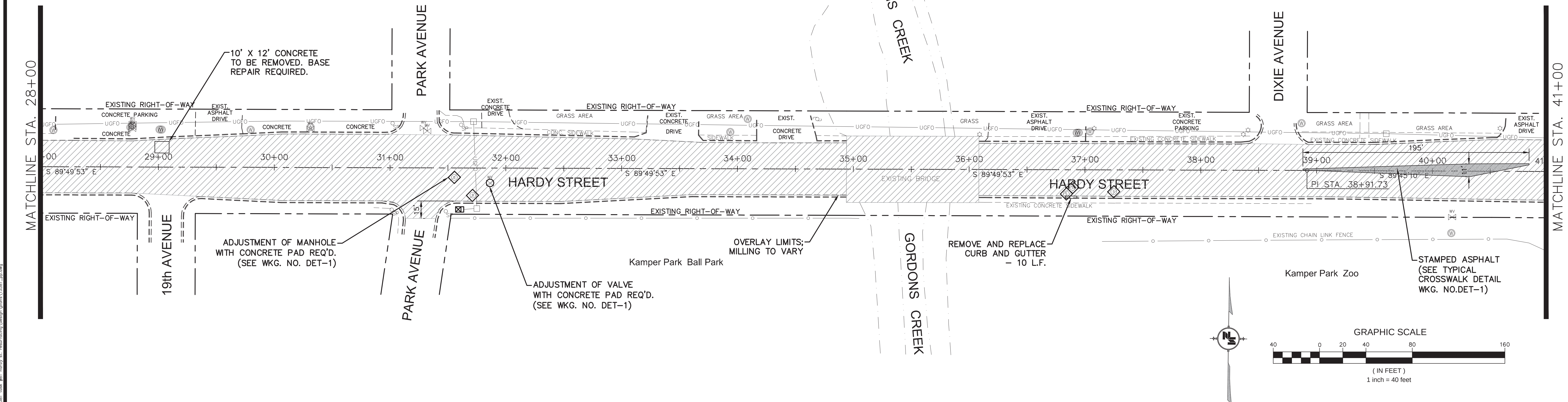


TYPICAL SECTIONS

WORKING NUMBER:	DRAWING NUMBER:
TS-1	3



QUANTITIES		
DESCRIPTION	QUANTITY	UNITS
MILLING	14151	SQ. YD.
ASPHALT OVERLAY	14151	SQ. YD.
STAMPED ASPHALT	3317	SQ. FT.
CONCRETE PAD FOR MANHOLES	13	EACH
CONCRETE PAD FOR VALVES	3	EACH



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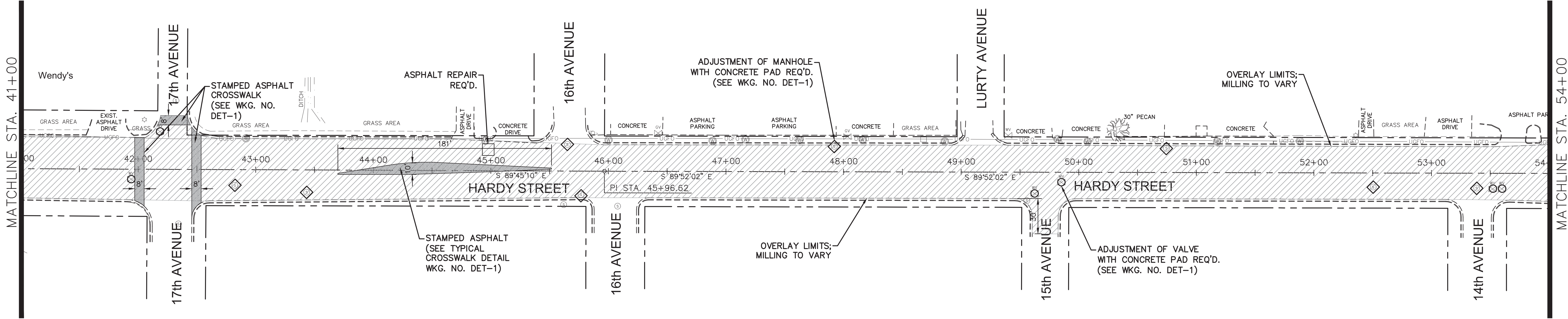
HARDY STREET PAVING PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

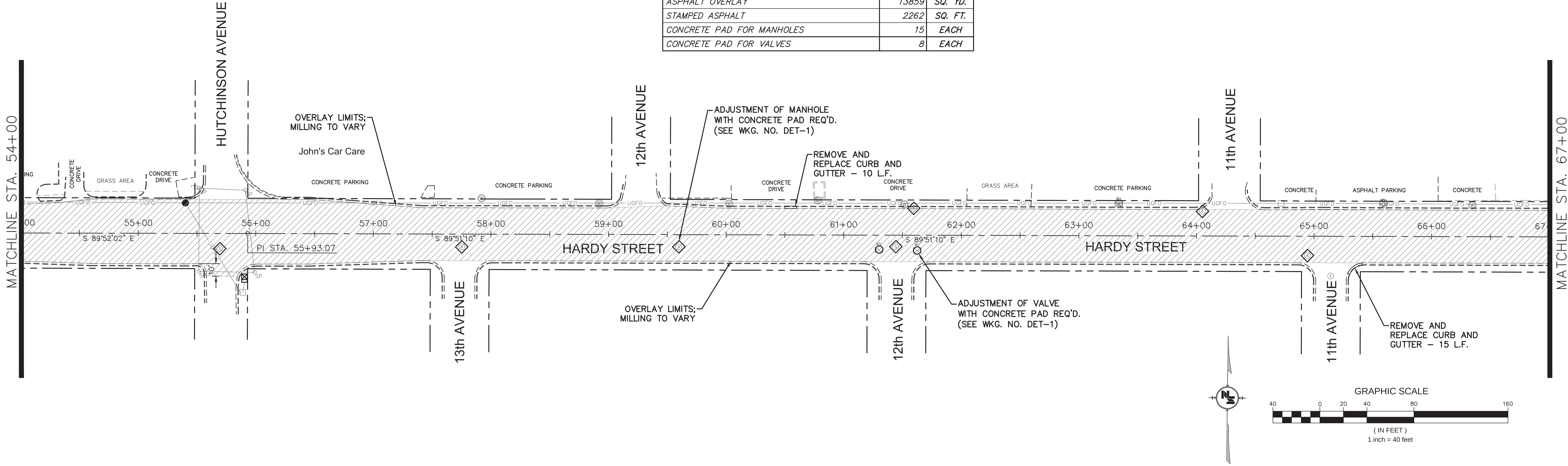
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MILL AND OVERLAY PLAN STA. 15+87.69 TO 41+00	
WORKING NUMBER: PP-1	DRAWING NUMBER: 4

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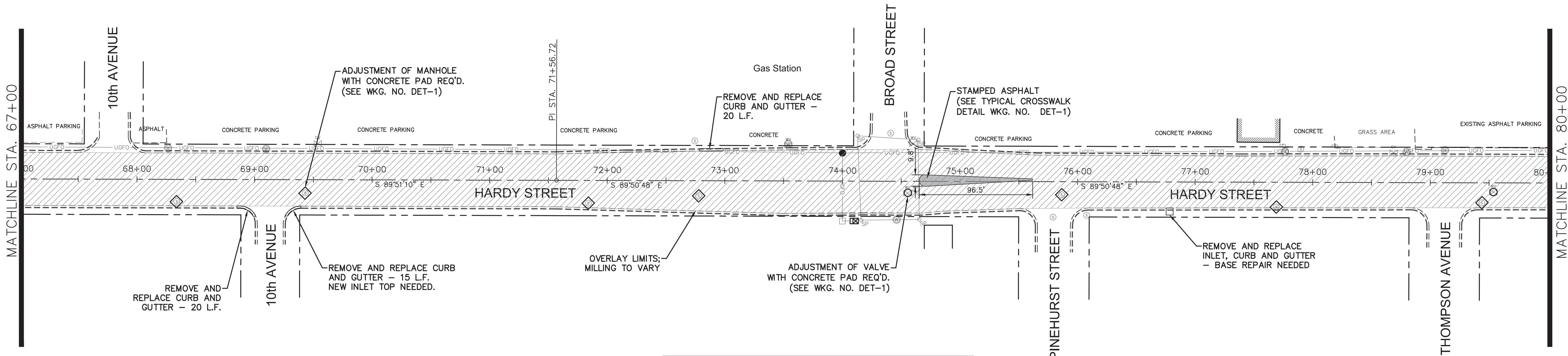


QUANTITIES		
DESCRIPTION	QUANTITY	UNITS
MILLING	13859	SQ. YD.
ASPHALT OVERLAY	13859	SQ. YD.
STAMPED ASPHALT	2262	SQ. FT.
CONCRETE PAD FOR MANHOLES	15	EACH
CONCRETE PAD FOR VALVES	8	EACH

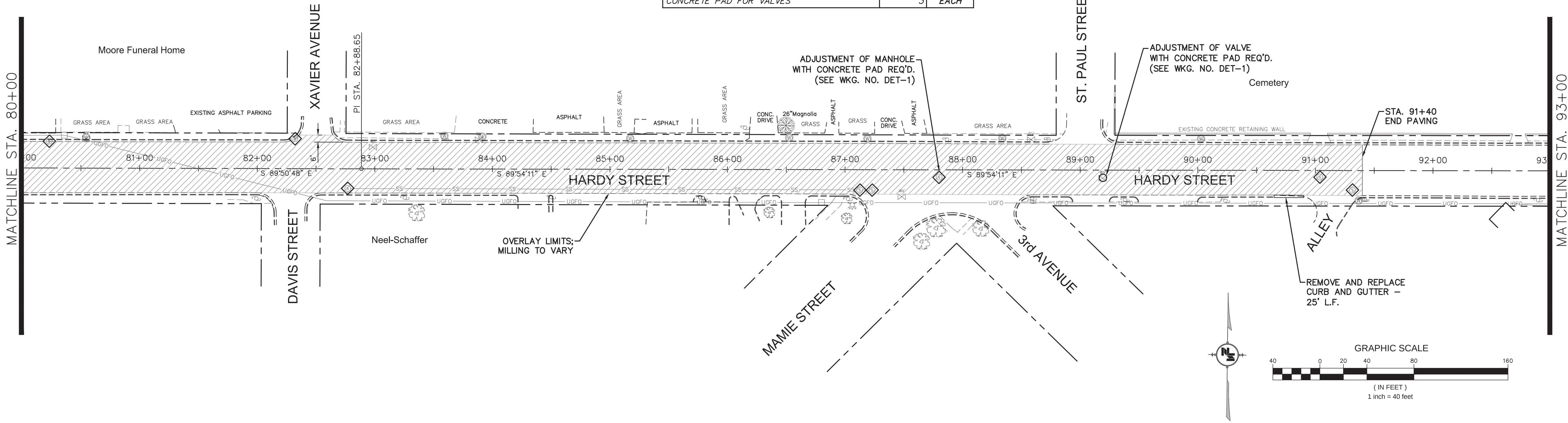


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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 15581			WORKING NUMBER:	DRAWING NUMBER:
					FILENAME: 15581_PP.dwg			PP-2	5
					SCALE: 1" = 40'				
					SURVEYED BY:				
					DSGN: JLL DATE: 02/2020				
					DRWN: MLJ DATE: 02/2020				
					CHKD: DATE:				
					QA/QC: DATE:				



QUANTITIES		
DESCRIPTION	QUANTITY	UNITS
MILLING	12215	SQ. YD.
ASPHALT OVERLAY	12215	SQ. YD.
STAMPED ASPHALT	542	SQ. FT.
CONCRETE PAD FOR MANHOLES	15	EACH
CONCRETE PAD FOR VALVES	3	EACH



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				DSGN: JLL	DATE: 02/2020
				DRWN: MLJ	DATE: 02/2020
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				QA/QC:	DATE:

HARDY STREET PAVING PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

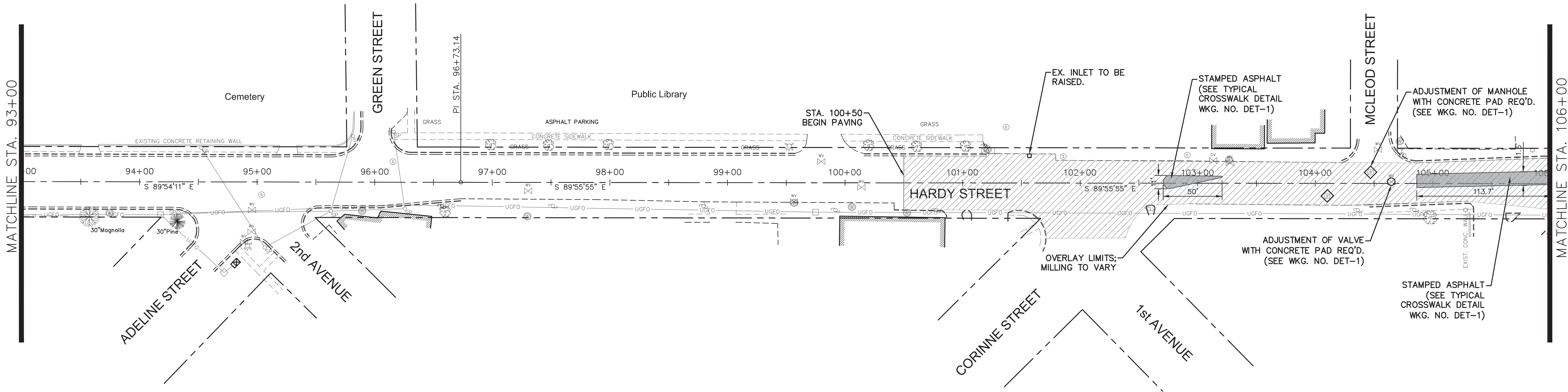


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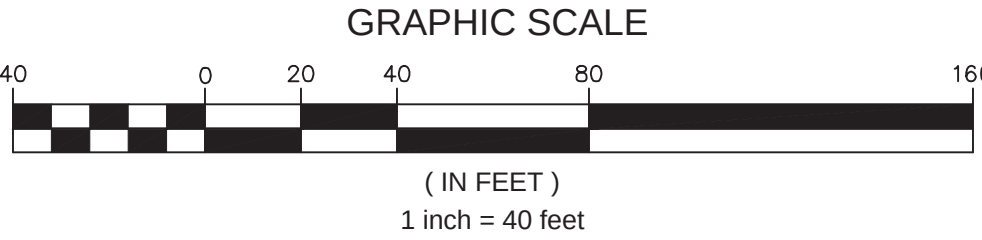
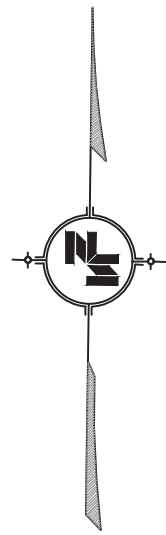
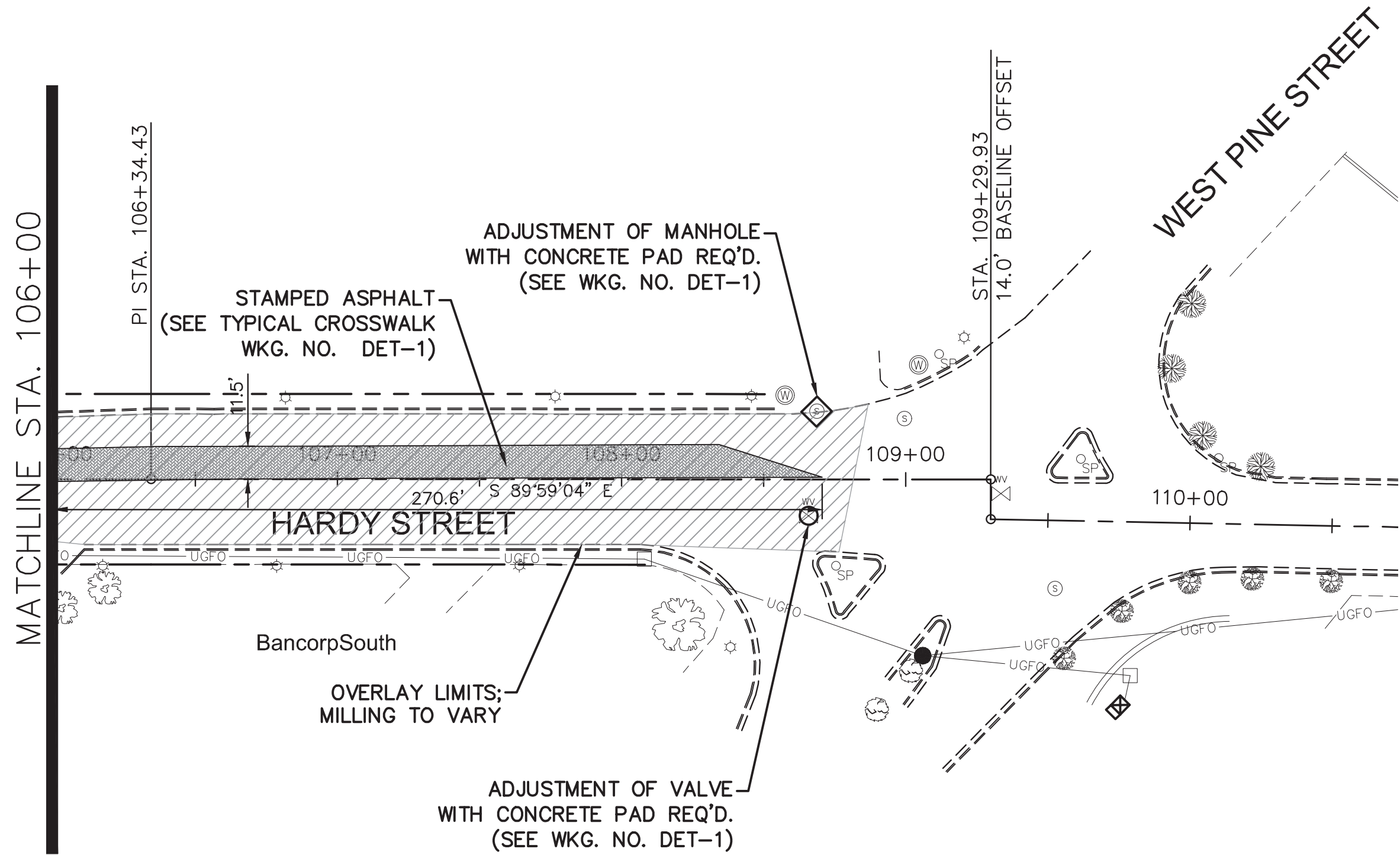
MILL AND OVERLAY PLAN
STA. 67+00 TO 93+00

WORKING NUMBER:
PP-3

DRAWING NUMBER:
6



QUANTITIES			JOB TOTAL	
DESCRIPTION	QUANTITY	UNITS	QUANTITY	UNITS
MILLING	4520	SQ. YD.	44745	SQ. YD.
ASPHALT OVERLAY	4520	SQ. YD.	44745	SQ. YD.
STAMPED ASPHALT	4538	SQ. FT.	10659	SQ. FT.
CONCRETE PAD FOR MANHOLES	3	EACH	46	EACH
CONCRETE PAD FOR VALVES	2	EACH	16	EACH



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HARDY STREET PAVING PROJECT

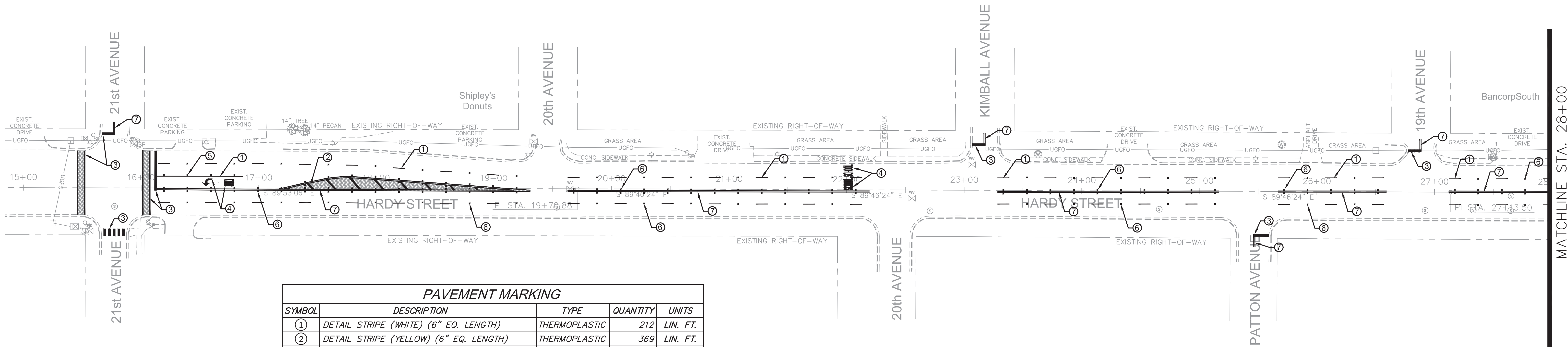
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



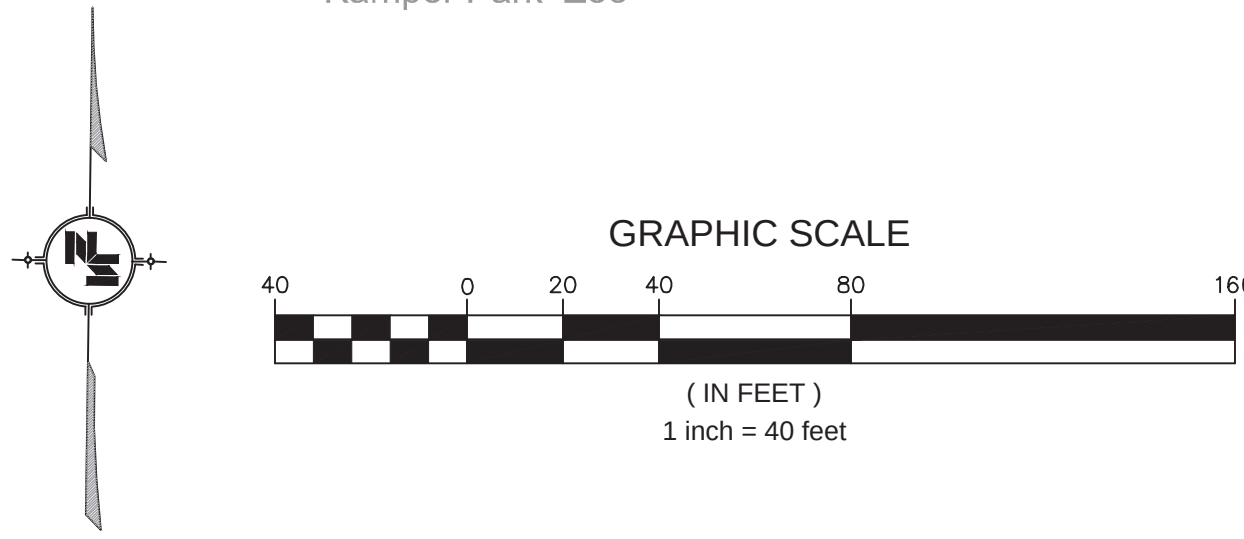
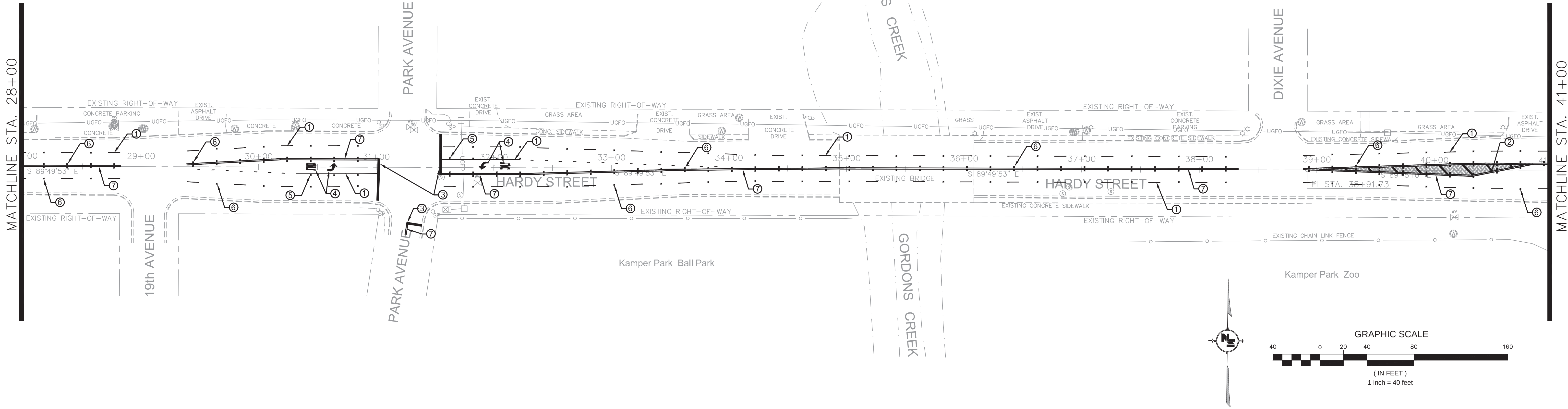
MILL AND OVERLAY PLAN
STA. 93+00 TO 108+30.14

WORKING NUMBER:
PP-4

DRAWING NUMBER:
7

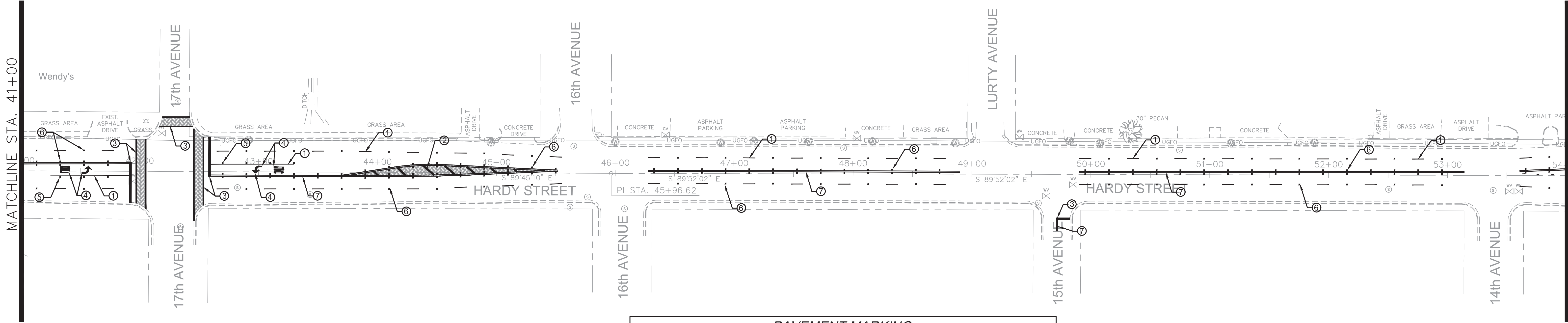


PAVEMENT MARKING				
SYMBOL	DESCRIPTION	TYPE	QUANTITY	UNITS
①	DETAIL STRIPE (WHITE) (6" EQ. LENGTH)	THERMOPLASTIC	212	LIN. FT.
②	DETAIL STRIPE (YELLOW) (6" EQ. LENGTH)	THERMOPLASTIC	369	LIN. FT.
③	LEGEND (WHITE) (LIN. FT.) (6" EQ. LENGTH)	THERMOPLASTIC	1211	LIN. FT.
④	LEGEND (WHITE) (SQ. FT.)	THERMOPLASTIC	192	SQ. FT.
⑤	RED-CLEAR REFLECTIVE RAISED MARKERS	--	11	EACH
⑥	TWO-WAY YELLOW REFLEC. RAISED MARKER	--	344	EACH
⑦	CONTINUOUS STRIPE (YELLOW) (6" EQ. LENGTH)	THERMOPLASTIC	5084	LIN. FT.
⑧	SKIP STRIPE (WHITE) (6" EQ. LENGTH)	THERMOPLASTIC	4574	LIN. FT.

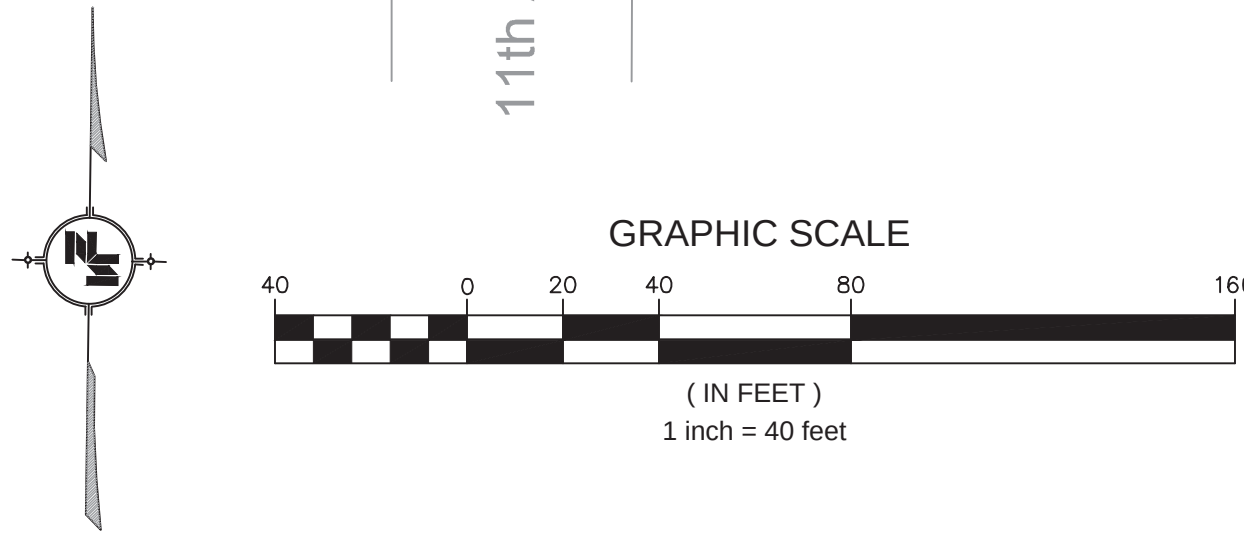
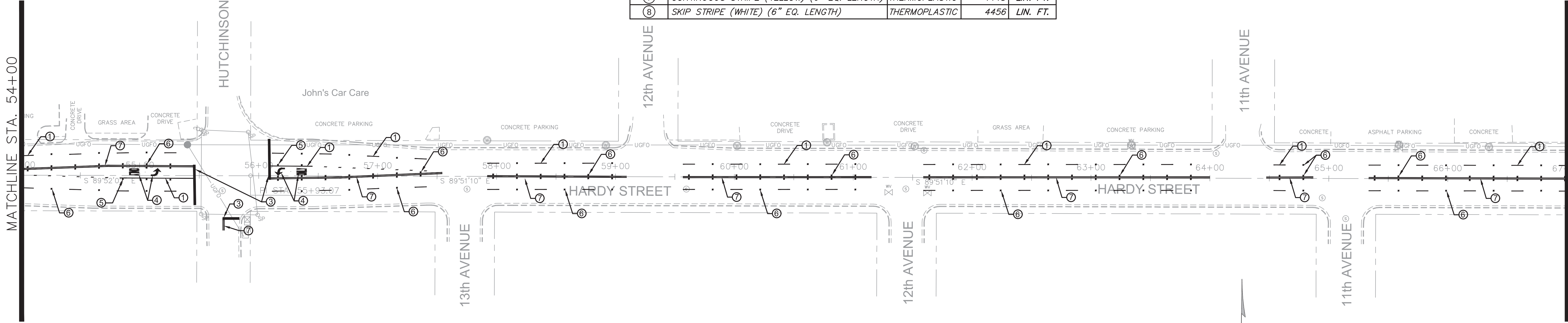


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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 15581				
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					CHKD:	DATE:			
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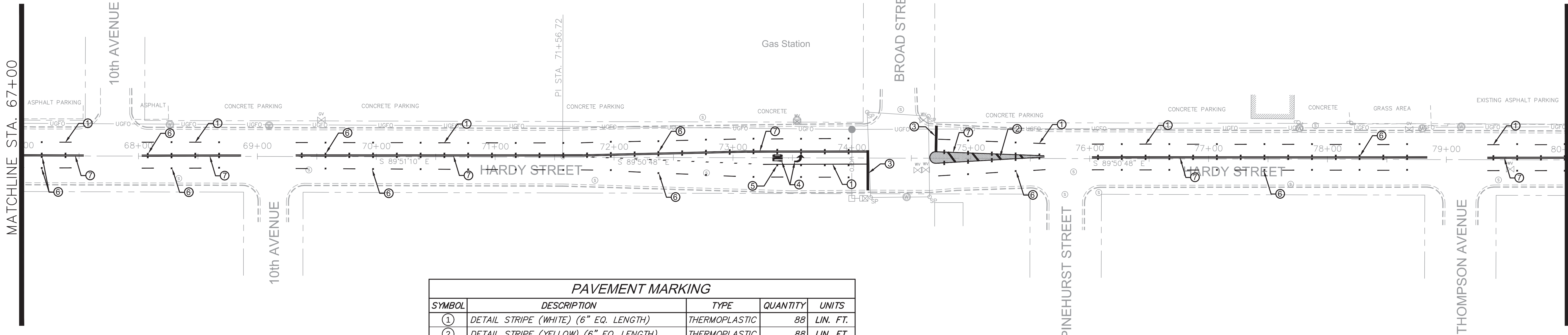


PAVEMENT MARKING				
SYMBOL	DESCRIPTION	TYPE	QUANTITY	UNITS
①	DETAIL STRIPE (WHITE) (6" EQ. LENGTH)	THERMOPLASTIC	237	LIN. FT.
②	DETAIL STRIPE (YELLOW) (6" EQ. LENGTH)	THERMOPLASTIC	173	LIN. FT.
③	LEGEND (WHITE) (LIN. FT.) (6" EQ. LENGTH)	THERMOPLASTIC	1248	LIN. FT.
④	LEGEND (WHITE) (SQ. FT.)	THERMOPLASTIC	154	SQ. FT.
⑤	RED-CLEAR REFLECTIVE RAISED MARKERS	--	12	EACH
⑥	TWO-WAY YELLOW REFLEC. RAISED MARKER	--	314	EACH
⑦	CONTINUOUS STRIPE (YELLOW) (6" EQ. LENGTH)	THERMOPLASTIC	4448	LIN. FT.
⑧	SKIP STRIPE (WHITE) (6" EQ. LENGTH)	THERMOPLASTIC	4456	LIN. FT.

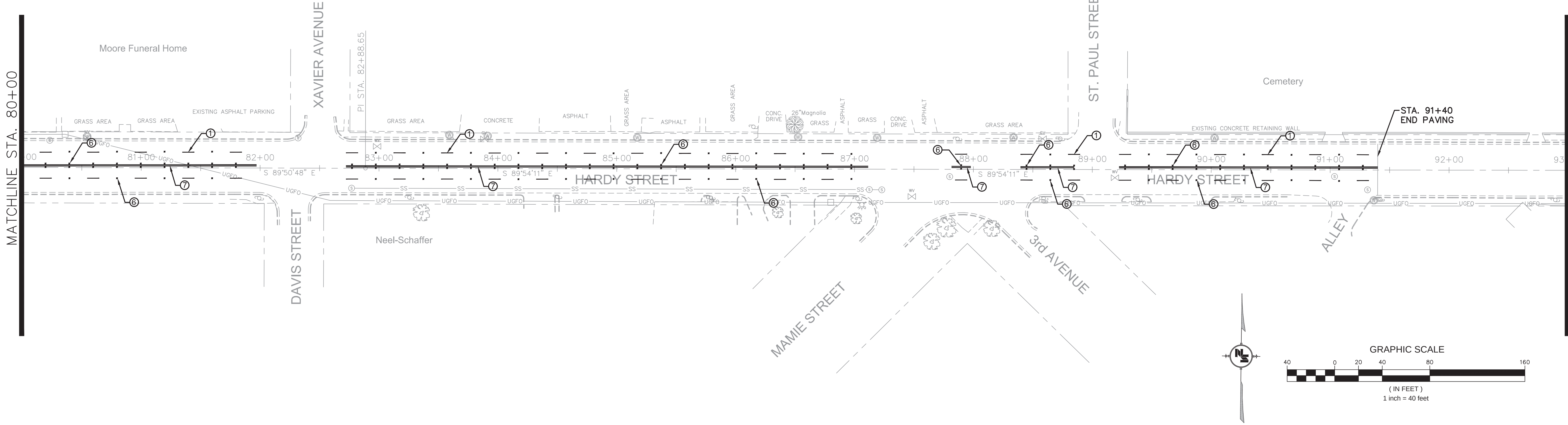


6/23/2020 12:44 PM c:\15581\hattiesburg\15581 task 881 hardy st. resurfacing\design\plan\15581_pm-2.dwg

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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 15581				
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				DRWN: MLJ	DATE: 02/2020				
				CHKD:	DATE:				
				QA/QC:	DATE:				
								WORKING NUMBER: PM-2	DRAWING NUMBER: 9



PAVEMENT MARKING				
SYMBOL	DESCRIPTION	TYPE	QUANTITY	UNITS
①	DETAIL STRIPE (WHITE) (6" EQ. LENGTH)	THERMOPLASTIC	88	LIN. FT.
②	DETAIL STRIPE (YELLOW) (6" EQ. LENGTH)	THERMOPLASTIC	88	LIN. FT.
③	LEGEND (WHITE) (LIN. FT.) (6" EQ. LENGTH)	THERMOPLASTIC	224	LIN. FT.
④	LEGEND (WHITE) (SQ. FT.)	THERMOPLASTIC	39	SQ. FT.
⑤	RED-CLEAR REFLECTIVE RAISED MARKERS	--	4	EACH
⑥	TWO-WAY YELLOW REFLEC. RAISED MARKER	--	300	EACH
⑦	CONTINUOUS STRIPE (YELLOW) (6" EQ. LENGTH)	THERMOPLASTIC	3959	LIN. FT.
⑧	SKIP STRIPE (WHITE) (6" EQ. LENGTH)	THERMOPLASTIC	2704	LIN. FT.



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				DSGN: JLL	DATE: 02/2020
				DRWN: MLJ	DATE: 02/2020
				CHKD:	DATE:
				QA/QC:	DATE:

HARDY STREET PAVING PROJECT

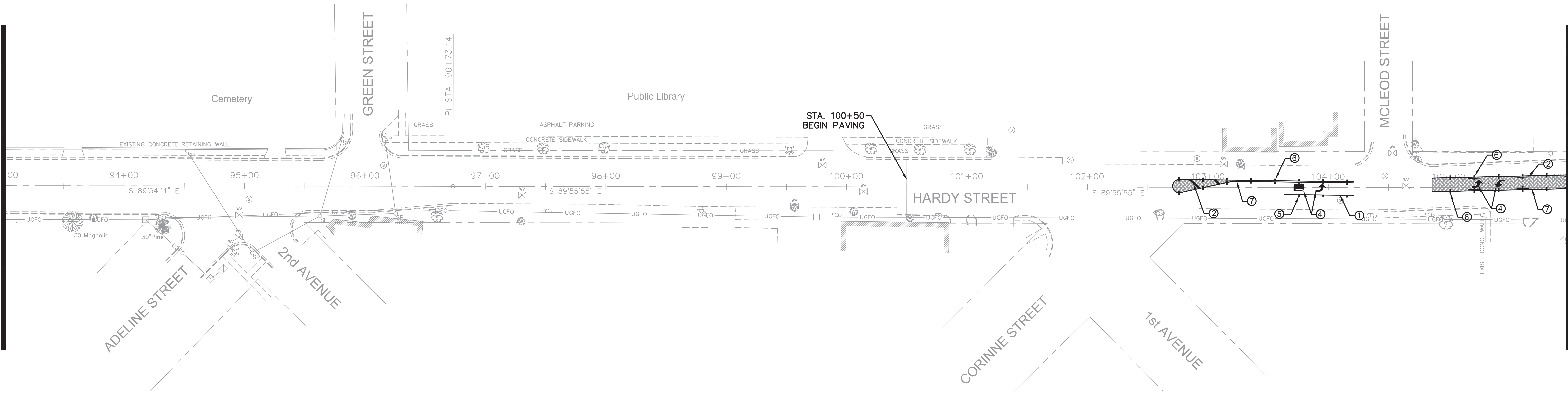
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



PAVEMENT MARKING PLAN
STA. 67+00 TO 93+00

WORKING NUMBER:	DRAWING NUMBER:
PM-3	10

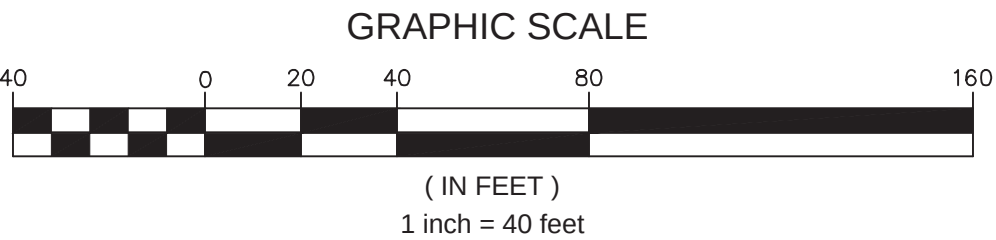
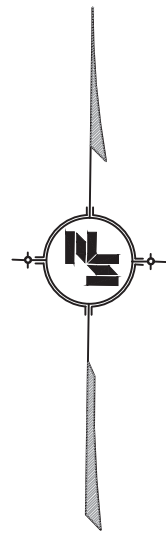
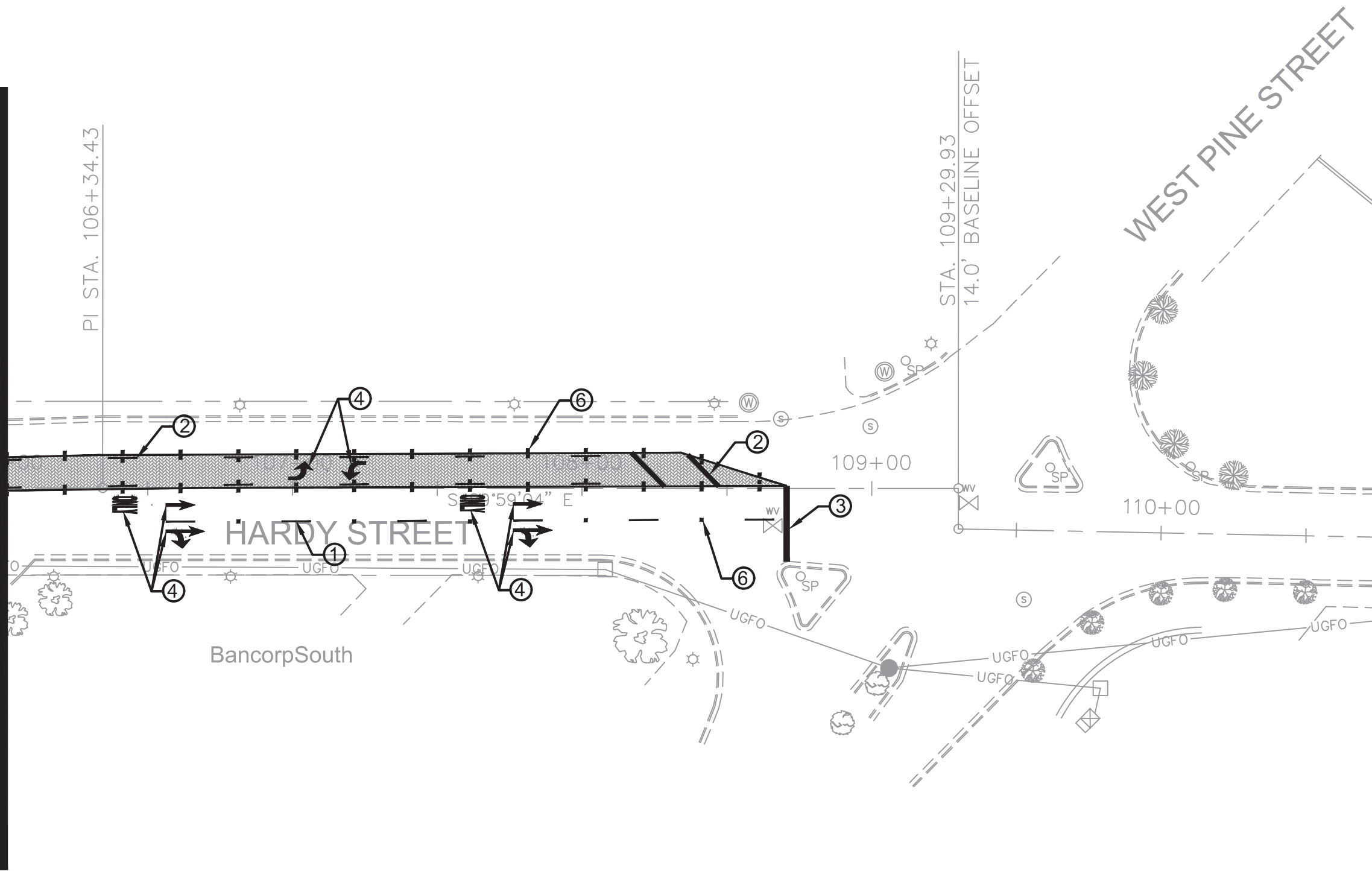
MATCHLINE STA. 93+00



MATCHLINE STA. 106+00

PAVEMENT MARKING					JOB TOTAL	
SYMBOL	DESCRIPTION	TYPE	QUANTITY	UNITS	QUANTITY	UNITS
①	DETAIL STRIPE (WHITE) (6" EQ. LENGTH)	THERMOPLASTIC	58	LIN. FT.	595	LIN. FT.
②	DETAIL STRIPE (YELLOW) (6" EQ. LENGTH)	THERMOPLASTIC	784	LIN. FT.	1414	LIN. FT.
③	LEGEND (WHITE) (LIN. FT.) (6" EQ. LENGTH)	THERMOPLASTIC	104	LIN. FT.	2787	LIN. FT.
④	LEGEND (WHITE) (SQ. FT.)	THERMOPLASTIC	228	SQ. FT.	613	SQ. FT.
⑤	RED-CLEAR REFLECTIVE RAISED MARKERS	--	3	EACH	30	EACH
⑥	TWO-WAY YELLOW REFLEC. RAISED MARKER	--	103	EACH	1061	EACH
⑦	CONTINUOUS STRIPE (YELLOW) (6" EQ. LENGTH)	THERMOPLASTIC	1079	LIN. FT.	14570	LIN. FT.
⑧	SKIP STRIPE (WHITE) (6" EQ. LENGTH)	THERMOPLASTIC	240	LIN. FT.	11974	LIN. FT.

MATCHLINE STA. 106+00



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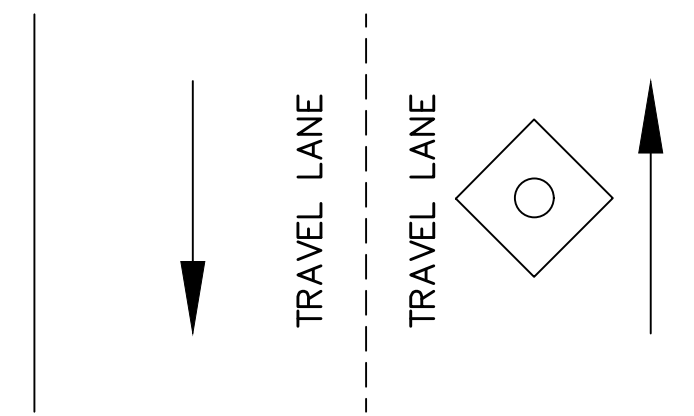
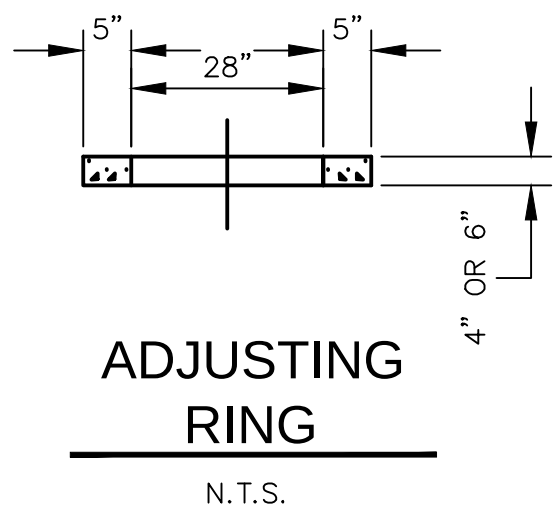
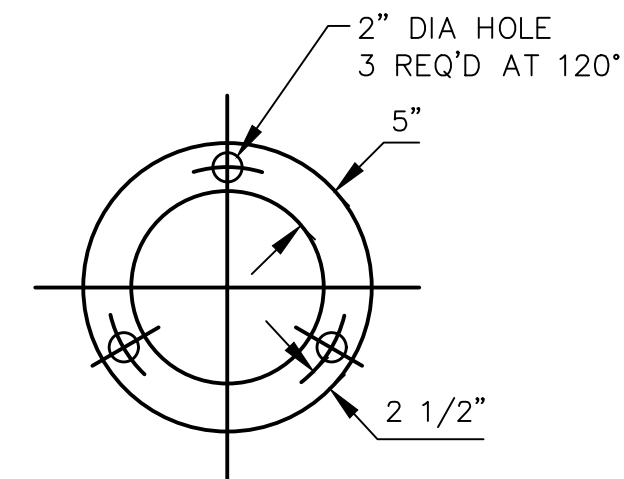
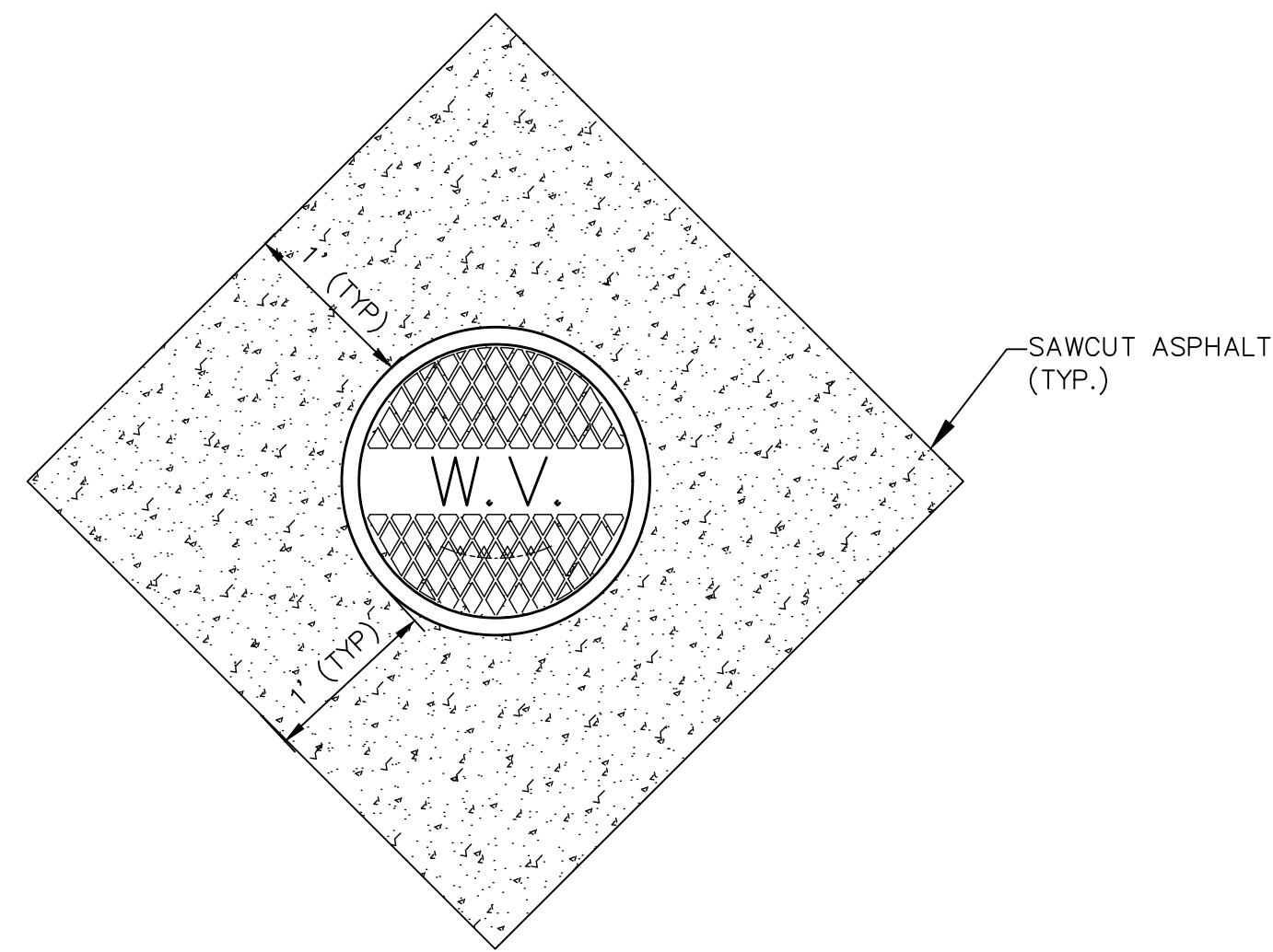
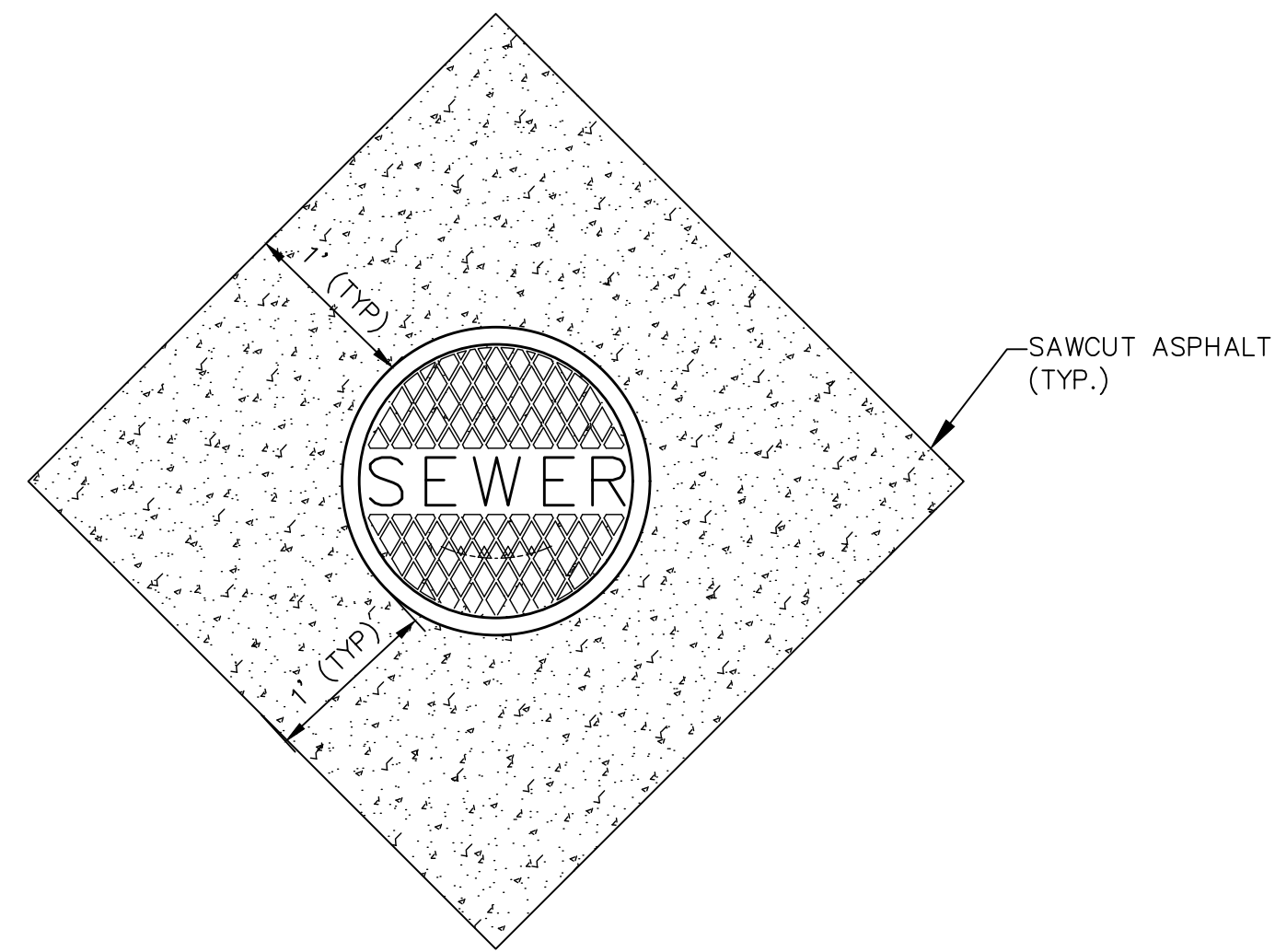
HARDY STREET PAVING PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



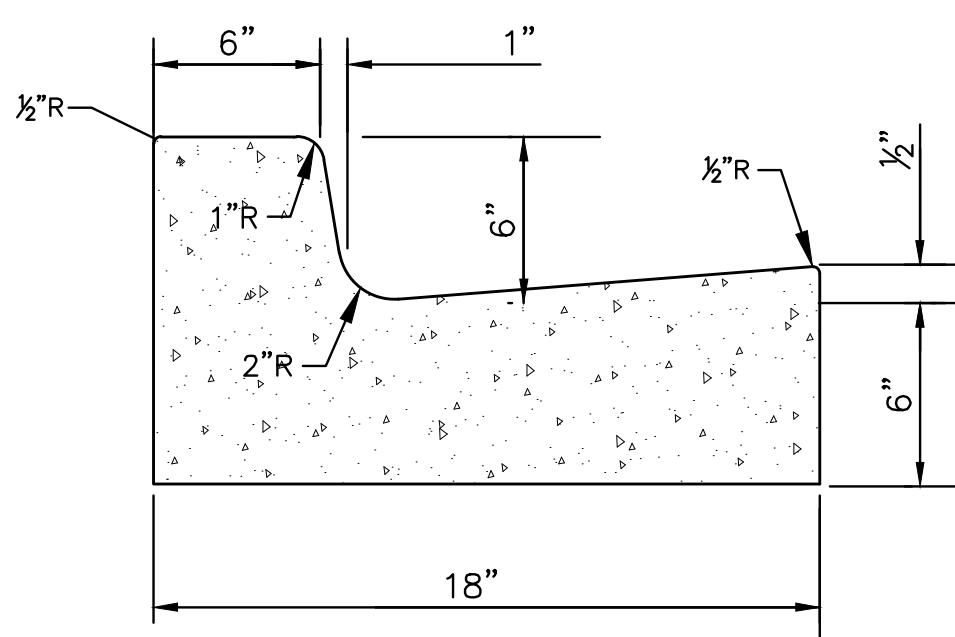
PAVEMENT MARKING PLAN
STA. 93+00 TO 108+30.14

WORKING NUMBER: PM-4	DRAWING NUMBER: 11
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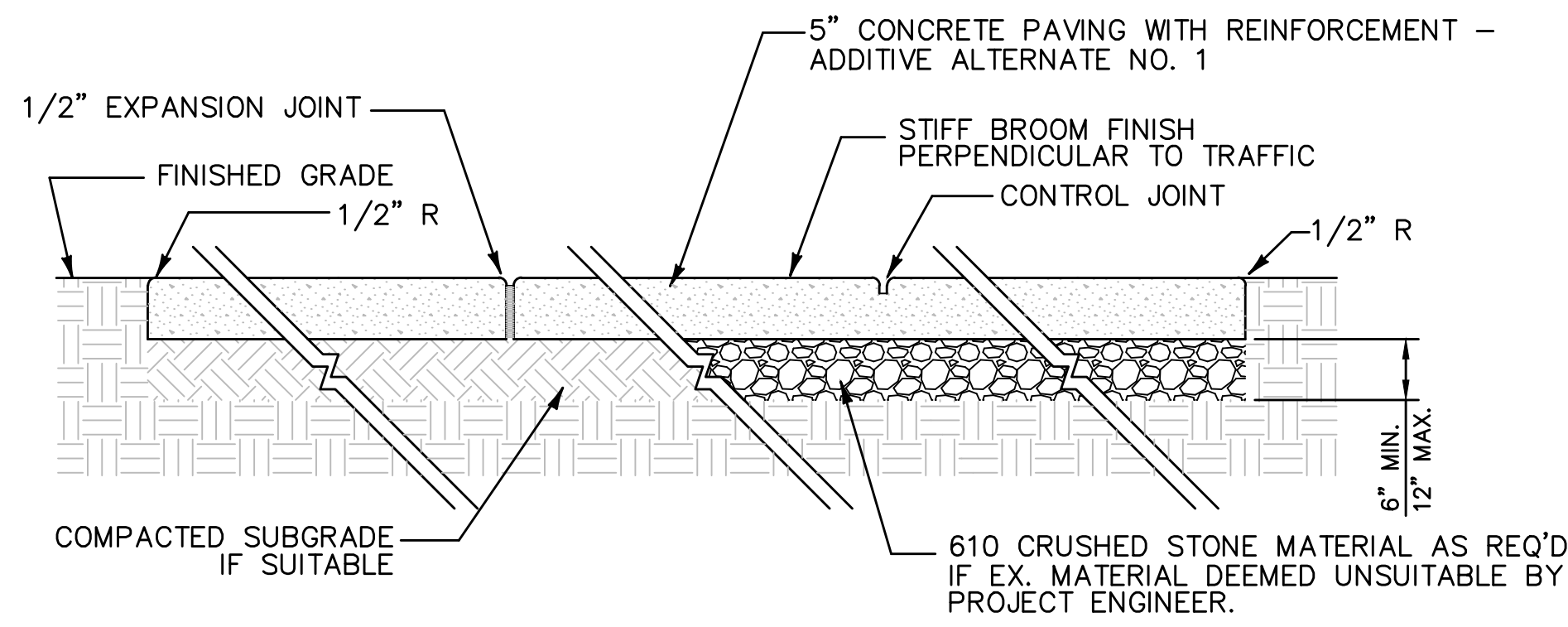


CONCRETE PAD FOR MANHOLES AND VALVES

- NOTE:
1. CONCRETE PAD TO BE 12" THICK.
 2. #5 REBAR TO BE PLACED 3" FROM TOP OF CONCRETE PAD.
 3. CONCRETE TO BE PLACED IN A DIAMOND SHAPE ALONG TRAVEL LANE. (SEE ABOVE)
 4. PADS TO BE INSTALLED AFTER NEW ASPHALT IS IN PLACE. PAD AND LID TO MATCH NEW ASPHALT CROSS-SLOPE.



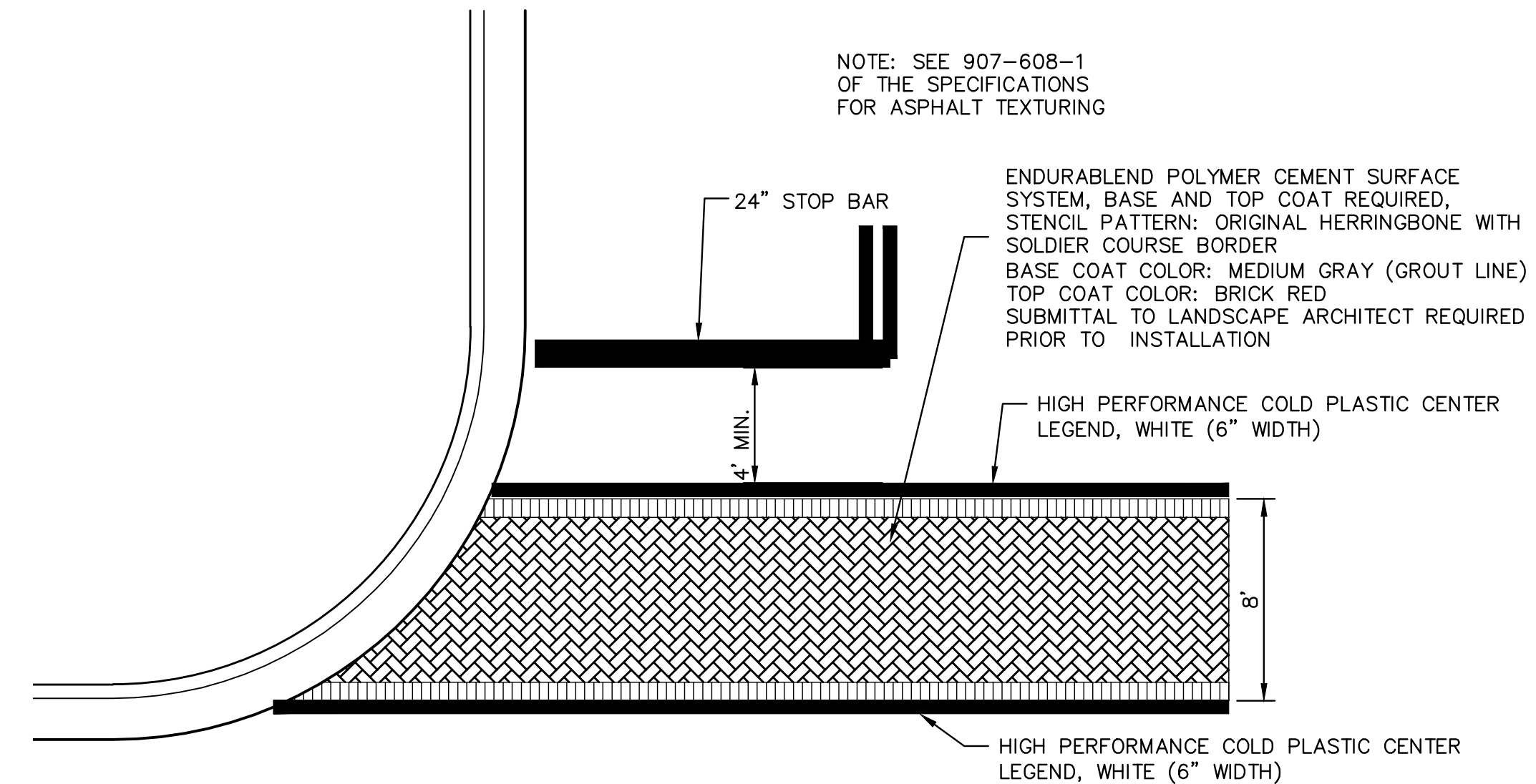
TYPE "1" MODIFIED COMBINATION CURB & GUTTER
NOT TO SCALE



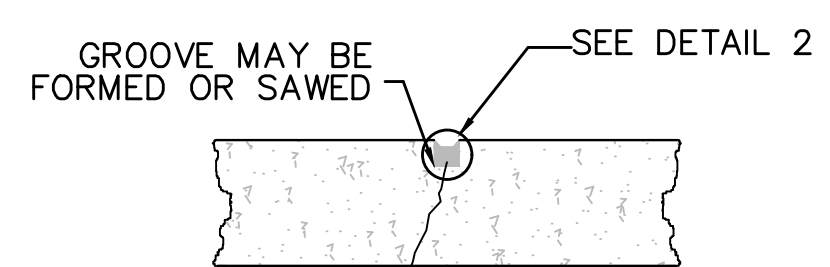
- NOTES:
1. 1/2" EXPANSION JOINT CONFORMING TO ASTM D1751. TOP OF JOINT SHALL BE SEALED w/ 1/2" TAR MODIFIED URETHANE SEALANT. PLACE EXPANSION JOINT AS SHOWN IN TABLE ABOVE.
 2. HAND TOOLED CONTROL JOINTS W/ 1/2" RADIUS SPACED AS SHOWN ABOVE.
 3. ALL SUBGRADE SOILS FOR SIDEWALK SHALL BE COMPACTED TO 95% STANDARD PROCTOR MAXIMUM DRY DENSITY.

TYPICAL SIDEWALK DETAIL
NOT TO SCALE

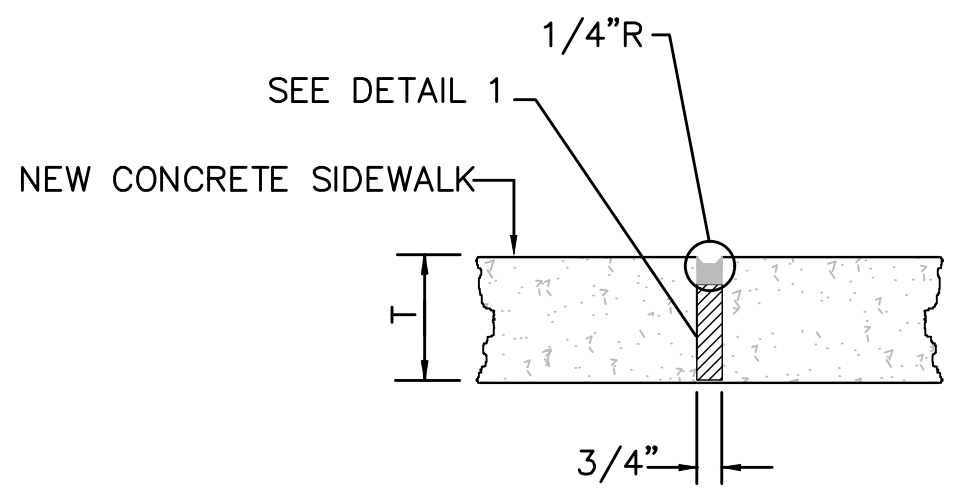
SIDEWALK WIDTH	JOINT SPACING	
	CONTROL JOINT	EXPANSION JOINT
3	3	15
4	4	20



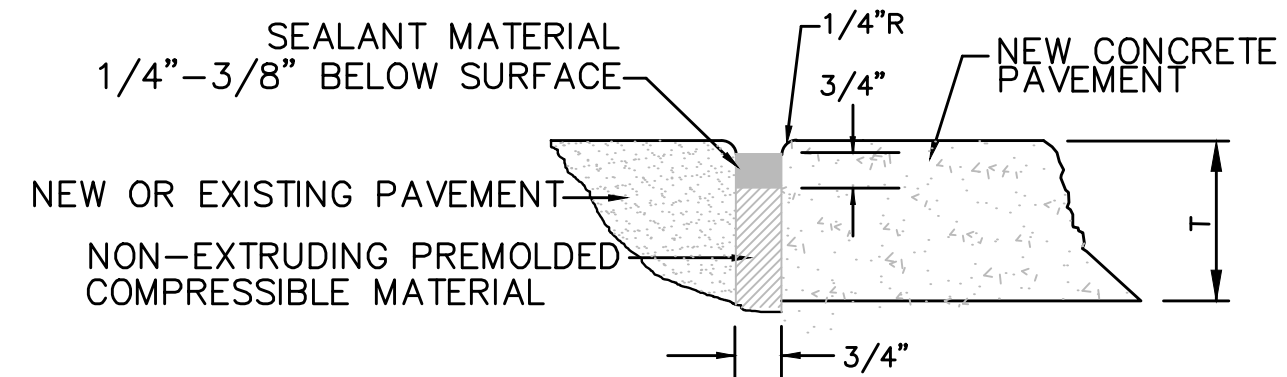
TYPICAL CROSSWALK DETAIL
NOT TO SCALE



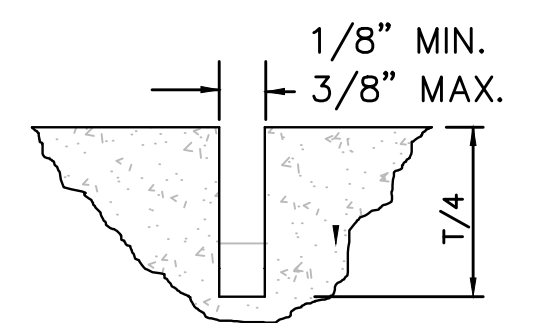
TYPE "A" - CONTROL JOINT
NOT TO SCALE



TYPE "B" - EXPANSION JOINT
NOT TO SCALE



DETAIL 1 - EXPANSION JOINTS
NOT TO SCALE



DETAIL 2 - CONTROL JOINT
NOT TO SCALE

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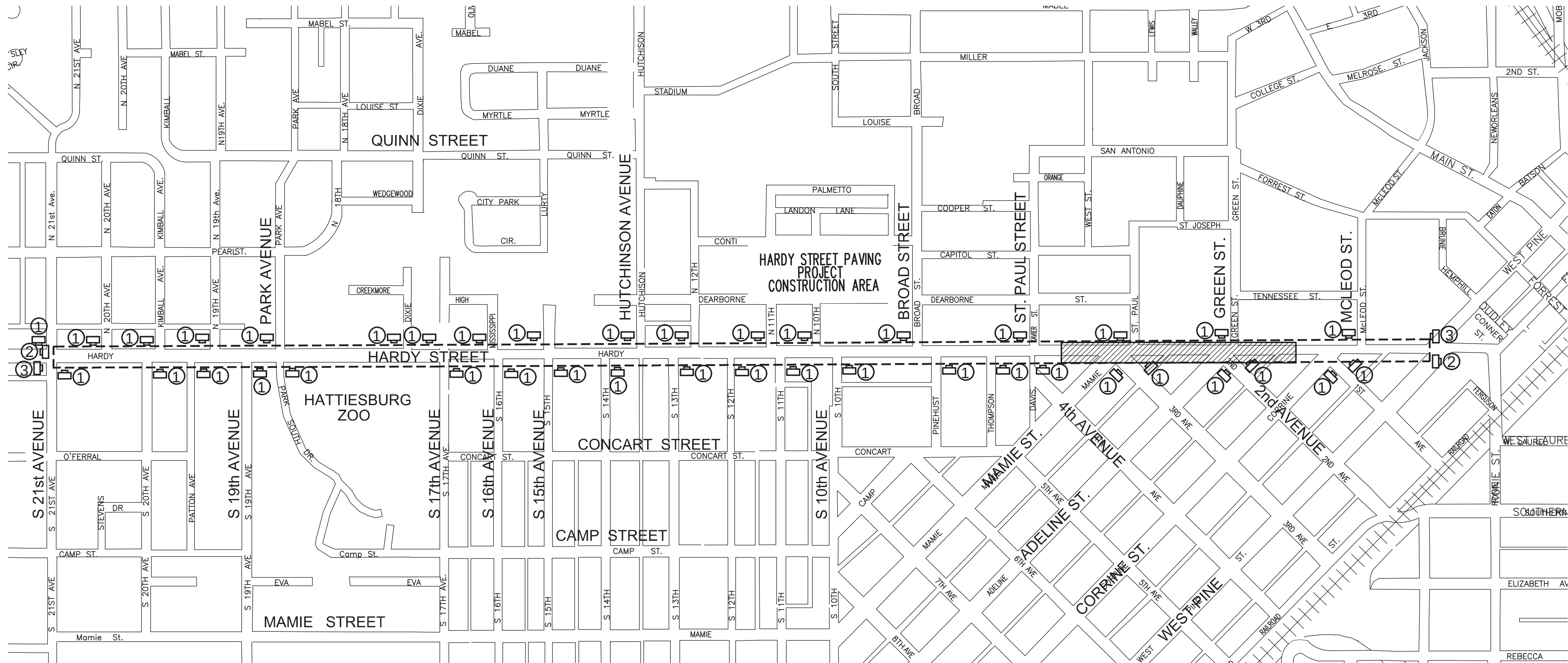
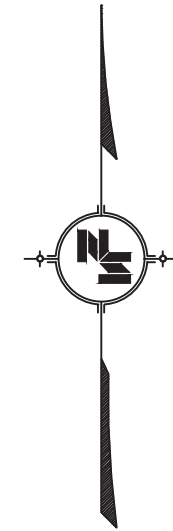
HARDY STREET PAVING PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



TYPICAL DETAILS

WORKING NUMBER:	DRAWING NUMBER:
DET-1	12



LEGEND

- ①

ROAD
WORK
AHEAD

W20-1
36x36

MOUNTED ON U-SECTION POST
- ②

END
ROAD WORK

G20-2a
36x18

MOUNTED ON TYPE III BARRICADES
- ③

ROAD
WORK
NEXT
2 MILES

G20-1
36x36

MOUNTED ON TYPE III BARRICADES
- D

WORK ZONE SIGN

NOTES:

1. 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.
2. CONTRACTOR TO MAINTAIN ACCESS TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION.
3. THE LOCATION AND SPACING OF SIGNS ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.
4. 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.
5. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).
6. SEE SHEET TCP-2 FOR ADDITIONAL TRAFFIC CONTROL REQUIREMENTS.

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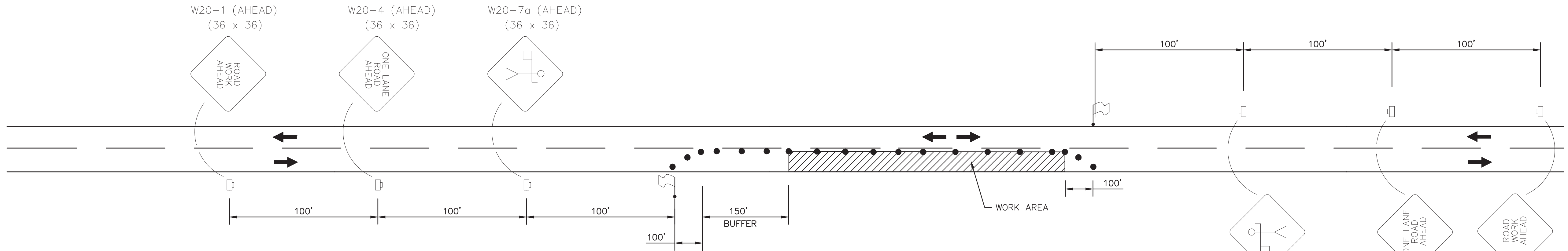
HARDY STREET PAVING PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



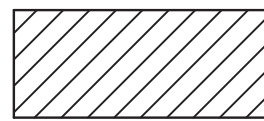
TRAFFIC CONTROL PLAN

WORKING NUMBER: TCP-1	DRAWING NUMBER: 13
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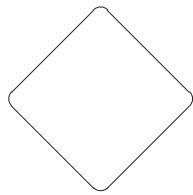


ONE-LANE CLOSURE OF TWO-WAY TRAFFIC
(WITH FLAGGER)
NOT TO SCALE

SYMBOLS



WORK AREA



TRAFFIC CONTROL SIGN



WORK ZONE SIGN



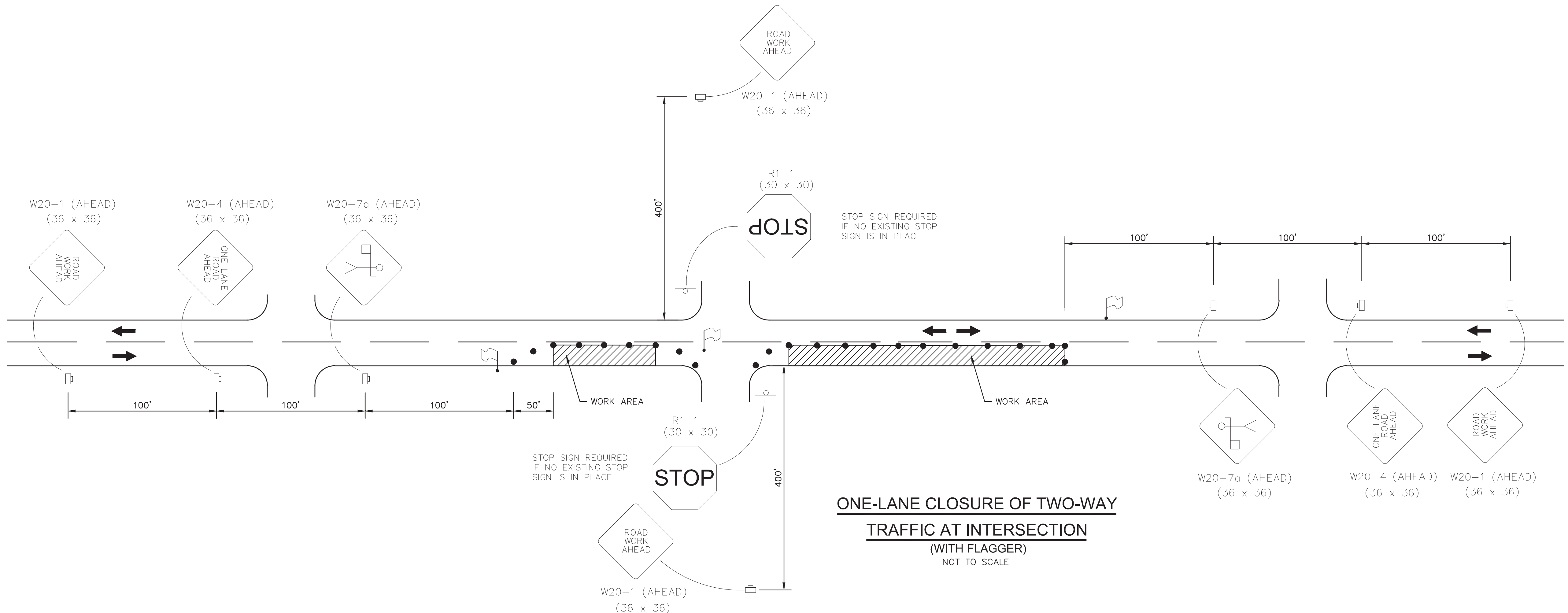
STOP SIGN



TRAFFIC CONE OR REFLECTIVE PLASTIC DRUM



LOCATION OF FLAGGER



ONE-LANE CLOSURE OF TWO-WAY TRAFFIC AT INTERSECTION
(WITH FLAGGER)
NOT TO SCALE

GENERAL NOTES:

1. CONTRACTOR SHALL SET UP ALL TRAFFIC CONTROL DEVICES AND SIGNS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK.
2. WORK OPERATIONS SHALL BE CONFINED TO ONE TRAVEL LANE, LEAVING THE OPPOSING TRAVEL LANE OPEN TO TRAFFIC.
3. ALL VEHICLES, EQUIPMENT, WORKERS (EXCEPT FLAGGERS) AND THEIR ACTIVITIES ARE RESTRICTED AT ALL TIMES TO ONE SIDE OF THE ROADWAY.
4. FLAGGERS SHALL BE IN SIGHT OF EACH OTHER OR IN DIRECT COMMUNICATION AT ALL TIMES.
5. 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.
6. CHANNELIZING DEVICES SHALL BE A MINIMUM HEIGHT OF 24".
7. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" X 36".
8. 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')
9. 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.
10. 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.
11. ARROWS DENOTE DIRECTION OF TRAFFIC ONLY AND DO NOT REFLECT PAVEMENT MARKINGS.
12. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT.
13. DISTANCES BETWEEN SIGNS ARE APPROXIMATE. SIGN SPACING SHOULD BE ADJUSTED FOR CURVES, HILLS, INTERSECTIONS, DRIVEWAYS, ETC., TO IMPROVE VISIBILITY.
14. 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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				DRWN: MLJ	DATE: 02/2020
				CHKD:	DATE:
				QA/QC:	DATE:

HARDY STREET PAVING PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



TRAFFIC CONTROL PLAN WITH
FLAGGER (ONE-LANE CLOSURE
OF TWO-WAY TRAFFIC)

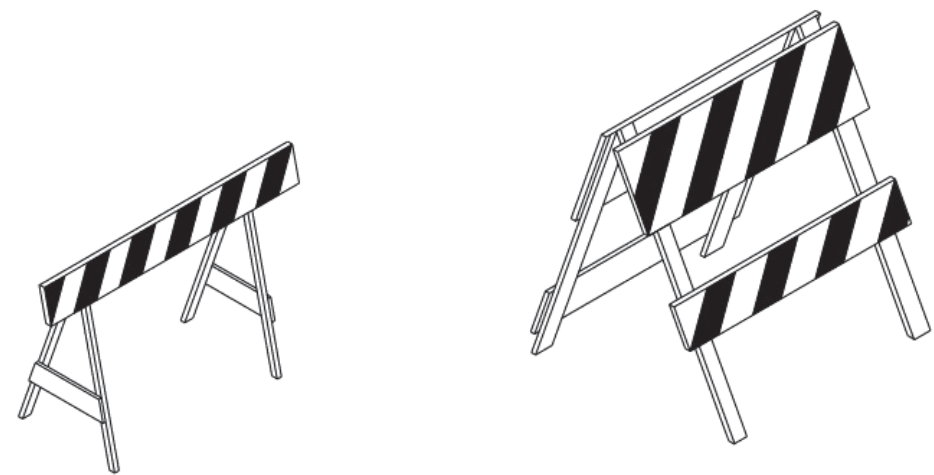
WORKING NUMBER:
TCP-2

DRAWING NUMBER:
14

ITEMS OF SUMMARY TRAFFIC REQUIRED CONTROL																				
WORKING NUMBER	PHASE OF CONST.	TEMPORARY TRAFFIC STRIPE						BARRICADES						TRAFFIC CONTROL SIGNS						
		PAINT						TYPE I		TYPE II		TYPE III		W20-1	G20-2a	G20-1				
		CONTINUOUS	SKIP		DETAIL	LEGEND	SINGLE	DOUBLE	SINGLE	DOUBLE	SINGLE	DOUBLE								
		YELLOW		WHITE		WHITE		WHITE		WHITE		FACE	FACE	FACE	FACE	FACE	FACE			
TCP-1	1	14570		11974		595		1393									40	2	2	
	2	14570		11974		595		1393												
																	</			

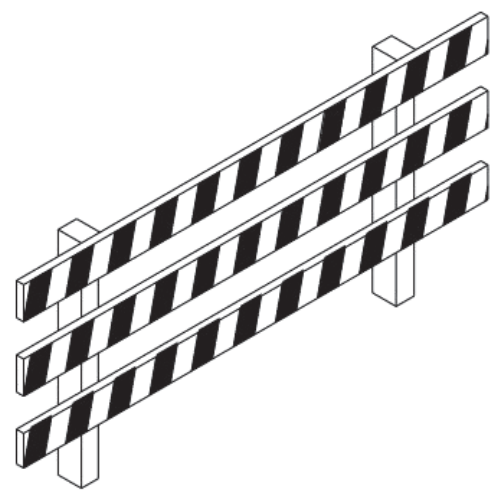
ALL TRAFFIC CONTROL ITEMS SHALL BE PAID FOR UNDER MAINTENANCE OF TRAFFIC.

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					CHKD:	DATE:
					QA/QC:	DATE:
					HARDY STREET PAVING PROJECT	
					CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY	
					NEEL-SCHAFFER Solutions you can build upon	
					ESTIMATED QUANTITIES - TRAFFIC CONTROL	
					WORKING NUMBER: EQ-TC	DRAWING NUMBER: 15

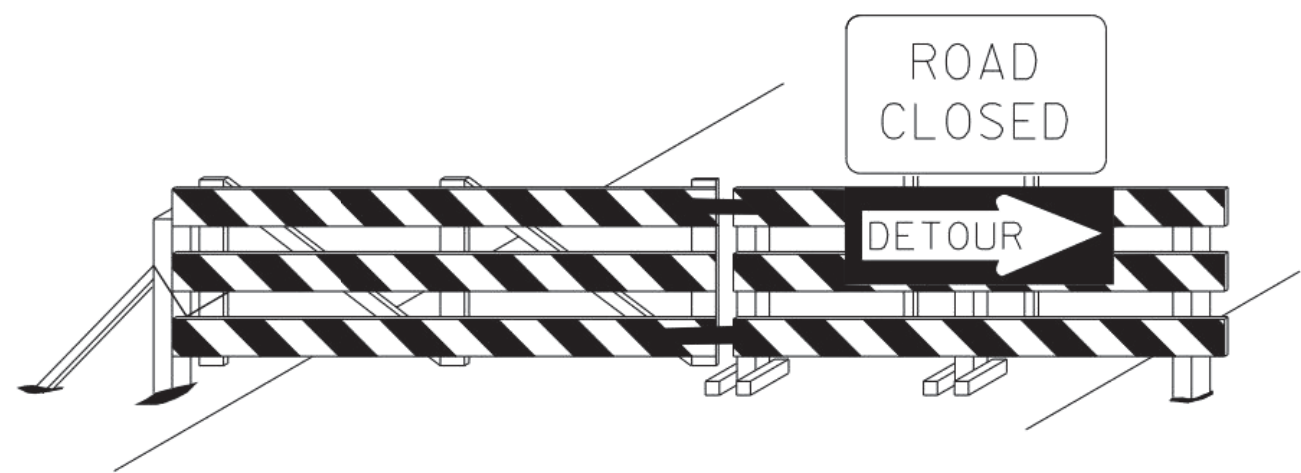


TYPE I

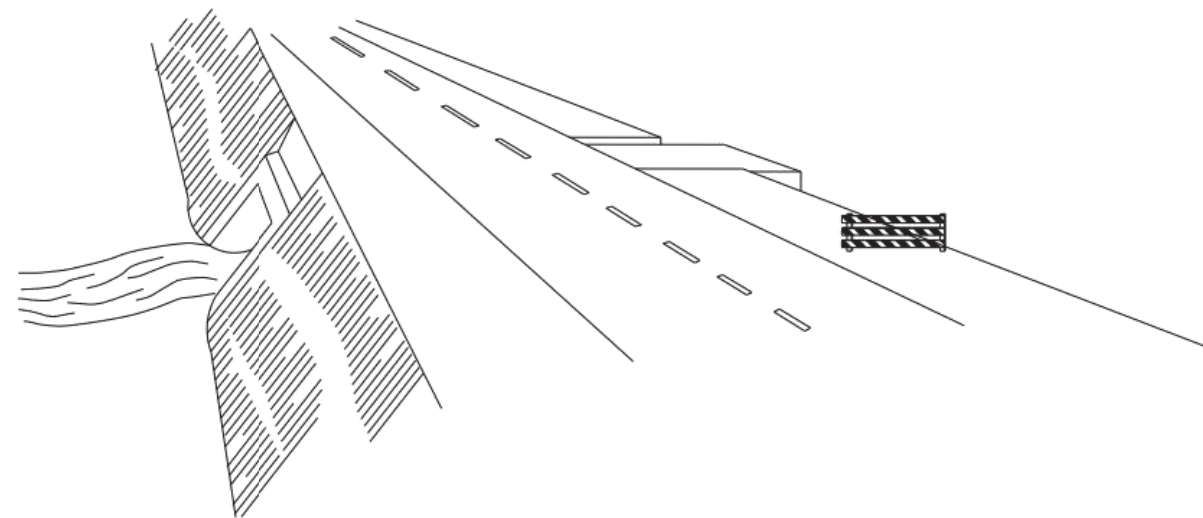
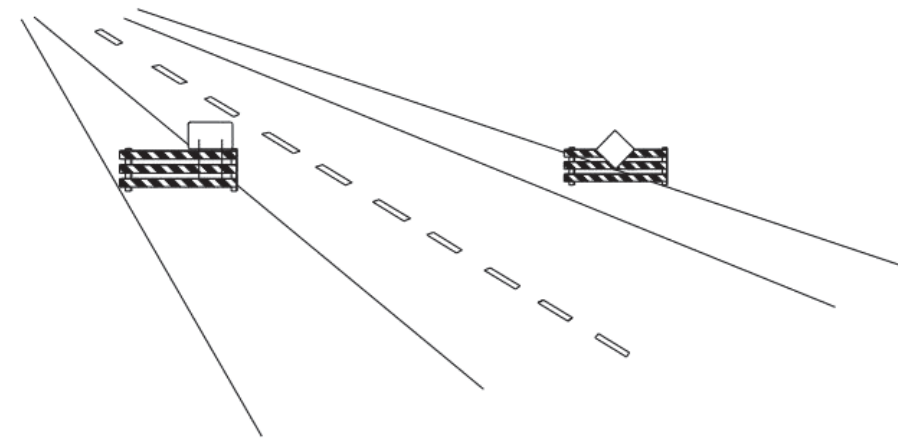
TYPE II



TYPE III



BARRICADE CLOSING A ROAD



STANDARD BARRICADES

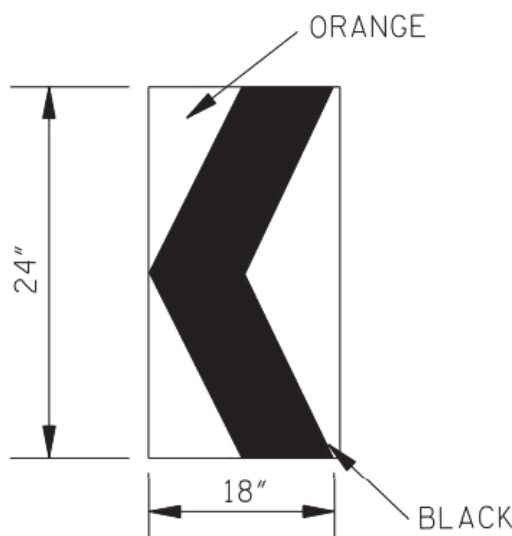
1. A TYPE I BARRICADE CONSISTS OF ONE (1) HORIZONTAL RAIL SUPPORTED BY A DEMOUNTABLE FRAME OR A LIGHT "A" FRAME. A TYPE I BARRICADE NORMALLY WOULD BE USED ON CONVENTIONAL ROADS OR URBAN STREETS AND ARTERIALS.
2. A TYPE II BARRICADE CONSISTS OF TWO (2) HORIZONTAL RAILS ON A LIGHT "A" FRAME. TYPE II BARRICADES 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

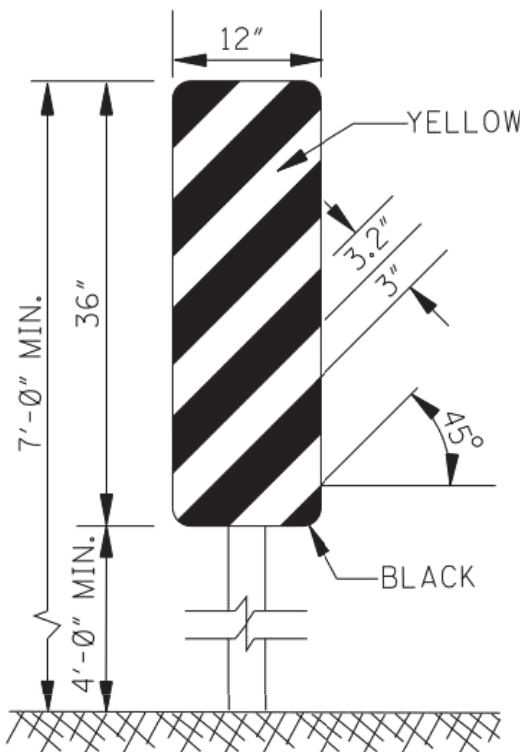
* 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.

** 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.



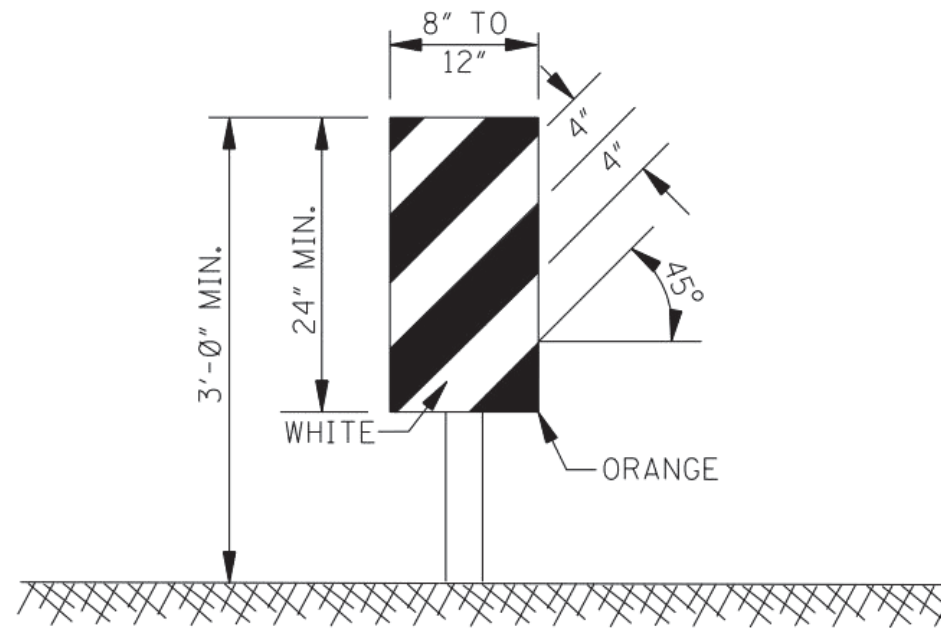
CHEVRON SIGN
DETAIL

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

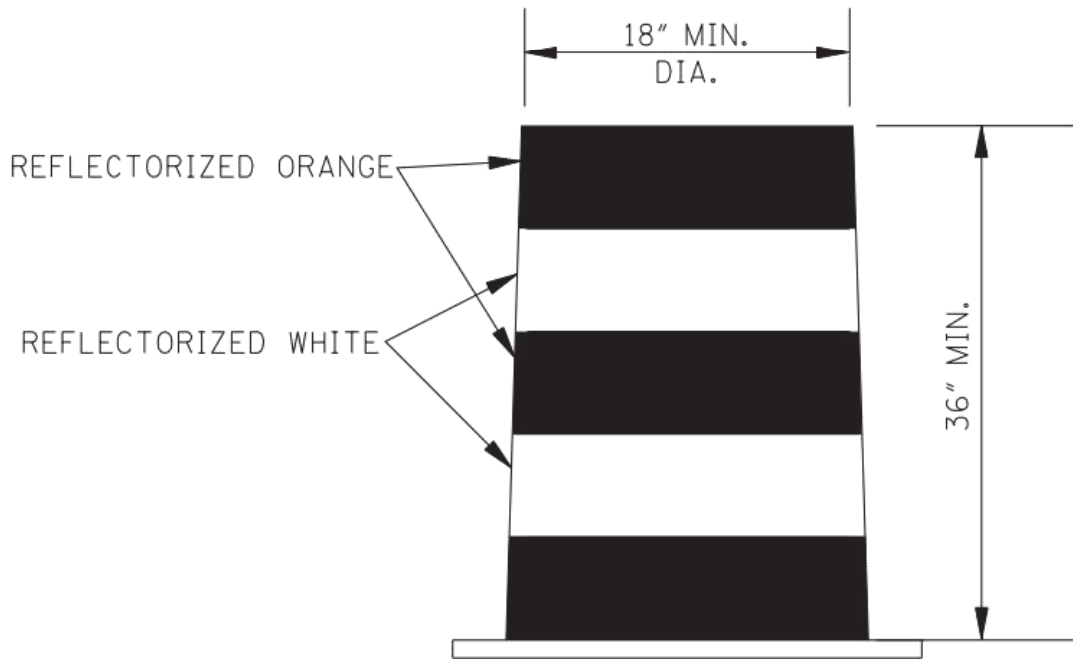
1. VERTICAL PANELS CONSIST OF AT LEAST ONE PANEL 8" TO 12" IN WIDTH AND A MINIMUM OF 24" IN HEIGHT.
2. THE DIAGONAL STRIPES SHALL SLOPE DOWNWARD IN THE DIRECTION THAT TRAFFIC IS TO PASS THE PANEL. THE PANELS SHALL BE MOUNTED WITH THE TOP A MINIMUM OF 36" ABOVE THE ROADWAY ON A SINGLE LIGHTMASS POST.
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

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.:	15581
				FILENAME:	15581_Standard Details.dwg
				SCALE:	NOT TO SCALE
				SURVEYED BY:	
				DSGN:	JLL DATE: 02/2020
				DRWN:	MLJ DATE: 02/2020
				CHKD:	DATE:
				QA/QC:	DATE:

HARDY STREET PAVING PROJECT

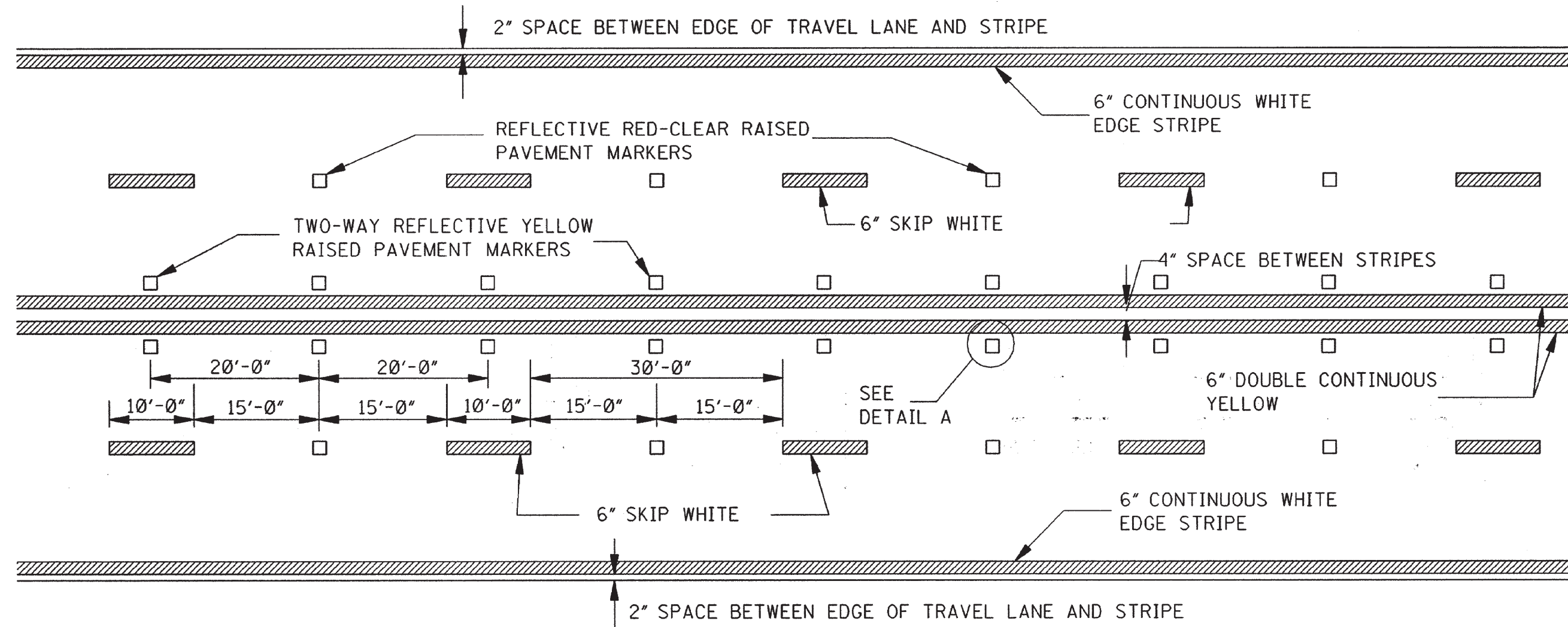
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



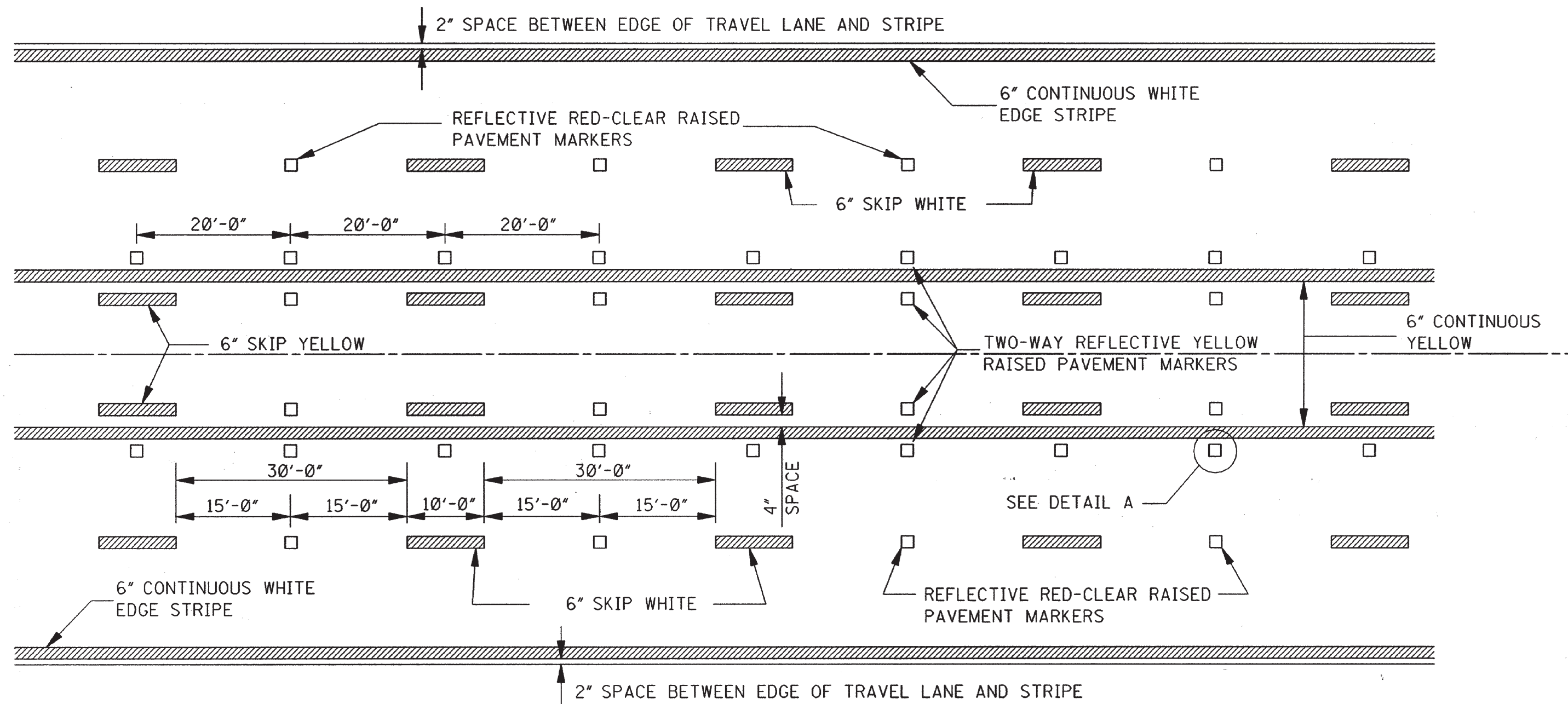
HIGHWAY SIGN BARRICADE DETAILS
FOR CONSTRUCTION PROJECTS

WORKING NUMBER:
SDTCP-10

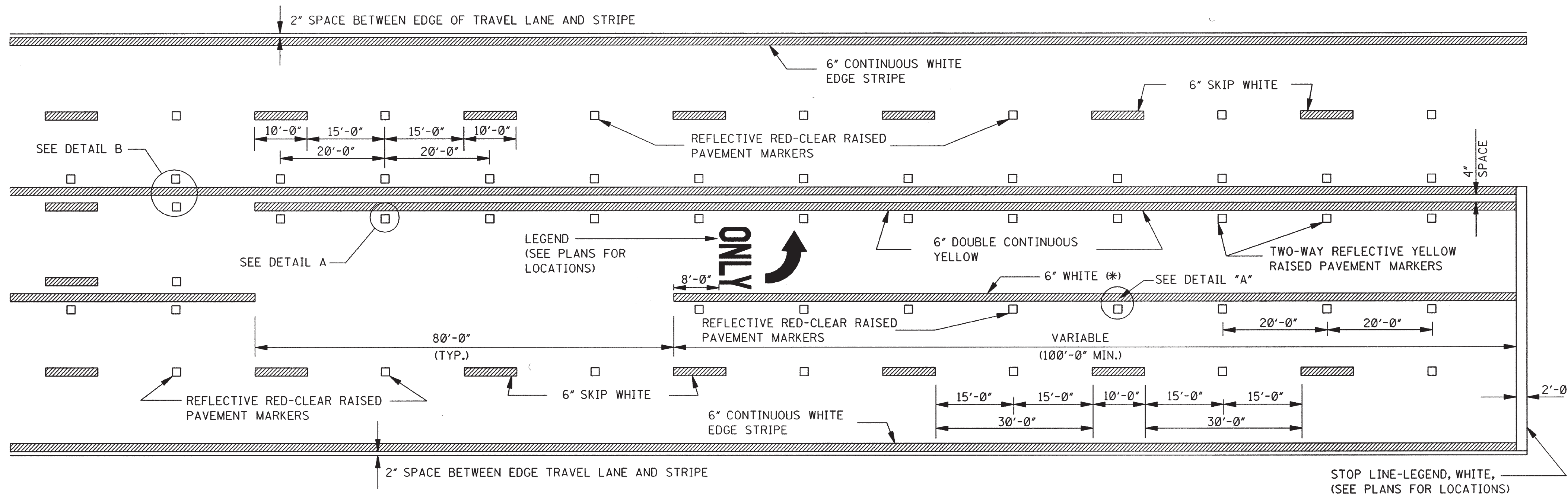
DRAWING NUMBER:
16



TYPICAL STRIPING AND RAISED PAVEMENT MARKERS FOR 4-LANE SECTION

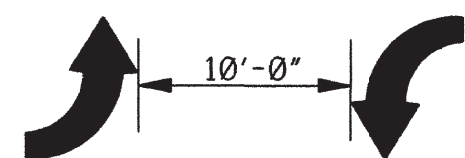


TYPICAL STRIPING AND RAISED PAVEMENT MARKERS FOR 5-LANE SECTION



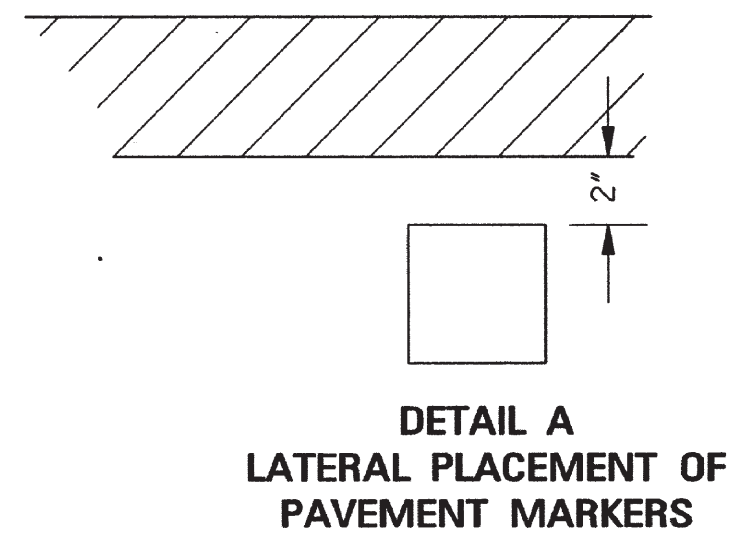
TYPICAL STRIPING AND RAISED PAVEMENT MARKERS AT LEFT TURN LANES

*NOTE: USE DETAIL STRIPING IF LENGTH $\leq 150'$ AT THIS LOCATION, OTHERWISE USE CONTINUOUS STRIPING,



TYPICAL TWO-WAY ARROW INSTALLATION

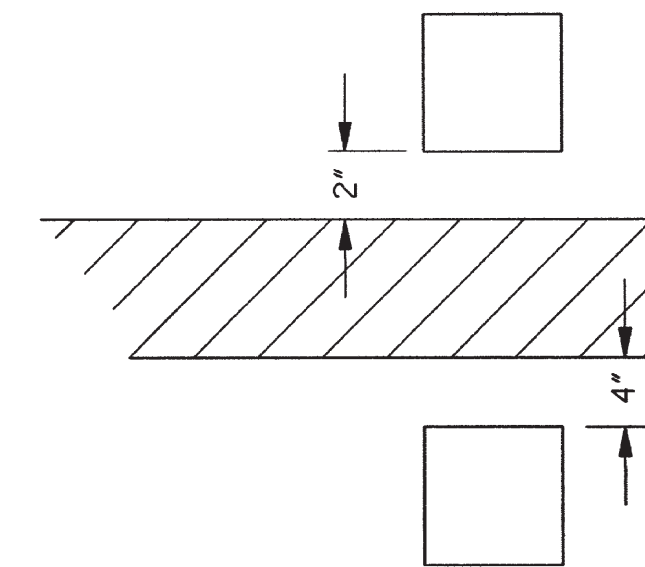
- NOTES: 1. CONSIDER EACH SEGMENT OF CONTINUOUS TWO-WAY LEFT TURN LANE SEPARATELY.
2. IF SEGMENT IS LESS THAN 350', PLACE ONE SET OF ARROWS IN CENTER OF SEGMENT.
3. IF SEGMENT IS GREATER THAN 350', PLACE FIRST SET OF ARROWS 50' TO 100' FROM BEGINNING AND/OR END OF SEGMENT AND SPACE ADDITIONAL SETS OF ARROWS (250' O.C.).



DETAIL A
LATERAL PLACEMENT OF PAVEMENT MARKERS

GENERAL NOTE:

1. PAVEMENT MARKERS SHALL BE HIGH PERFORMANCE RAISED PAVEMENT MARKERS AS LISTED IN THE MDT "APPROVED SOURCES OF MATERIALS".



DETAIL B
LATERAL PLACEMENT OF PAVEMENT MARKERS

NOTICE TO DRAWING HOLDER

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				QA/QC:	DATE:

HARDY STREET PAVING PROJECT

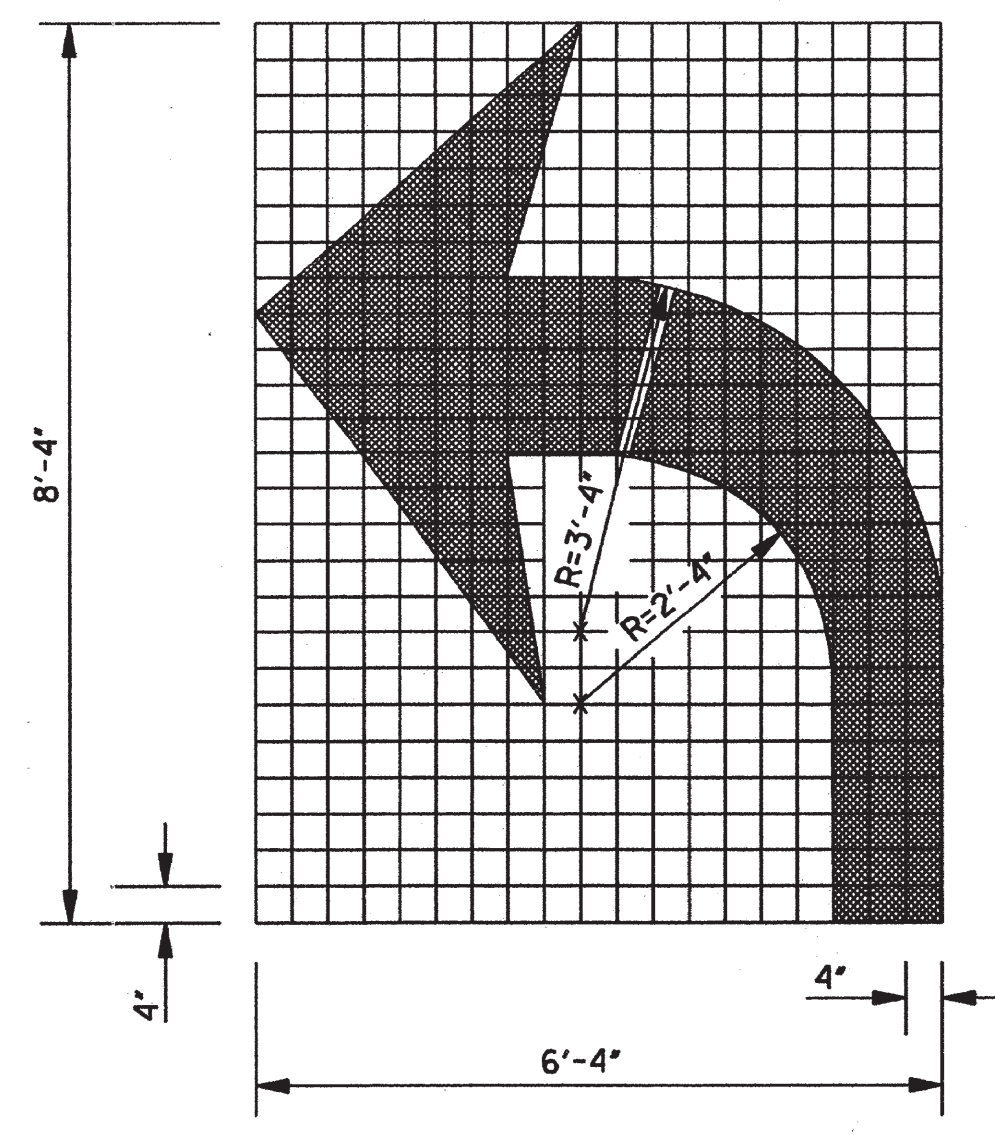
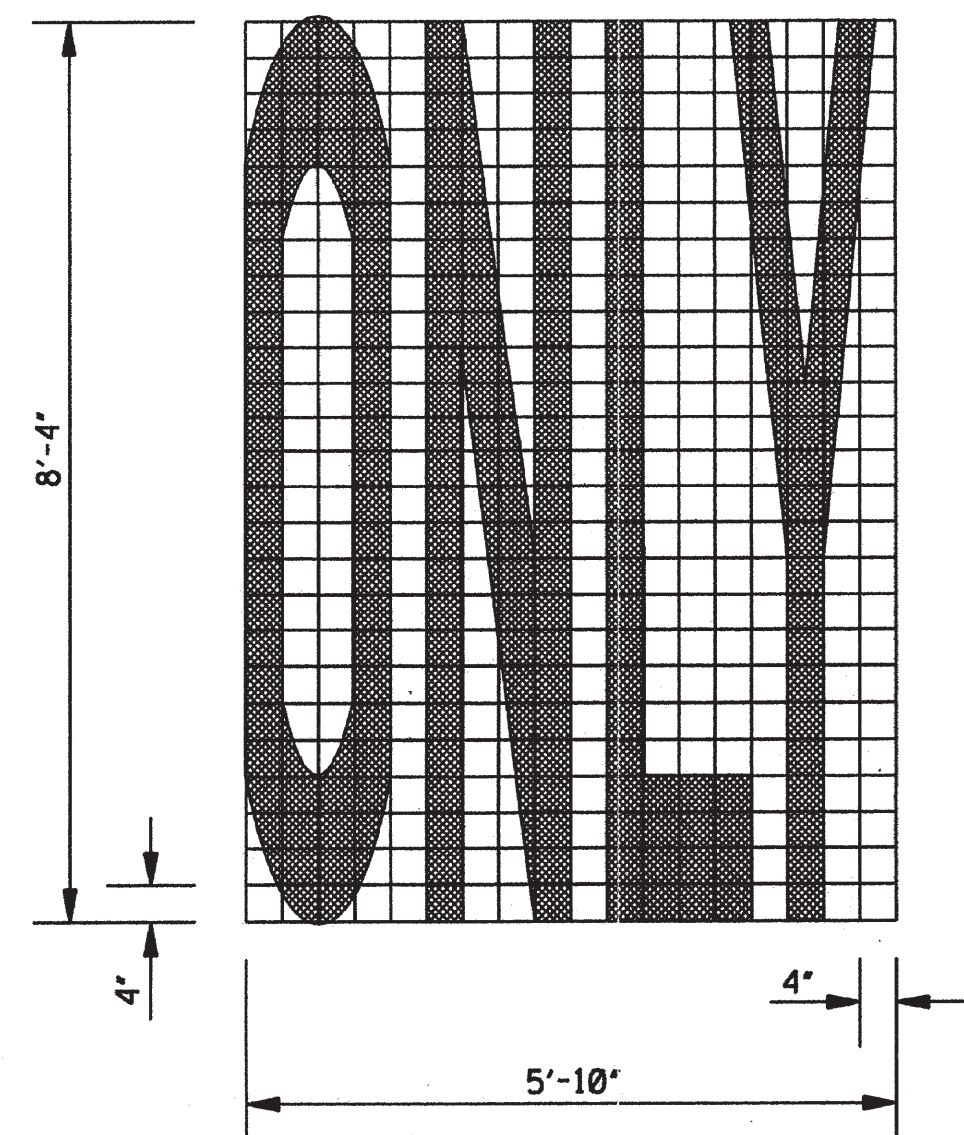
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFER
Solutions you can build upon

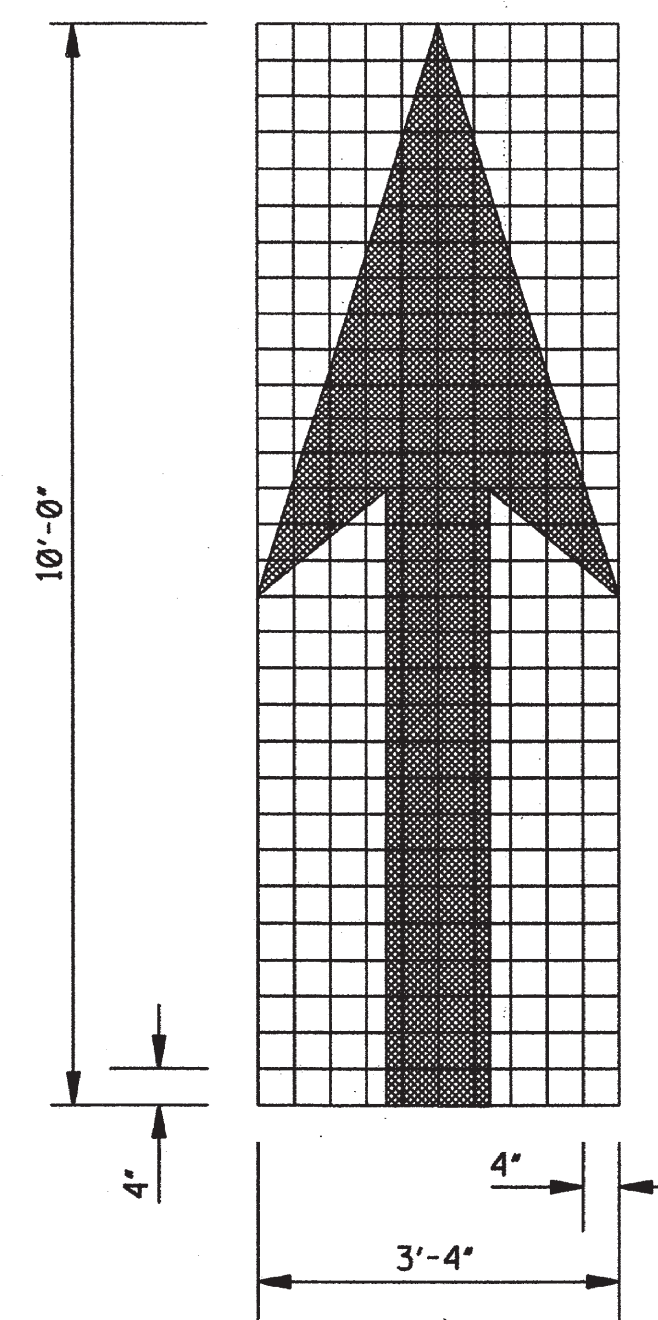
PAVEMENT MARKING DETAILS
FOR 4-LANE AND 5-LANE
UNDIVIDED ROADWAYS

WORKING NUMBER:
PM-2

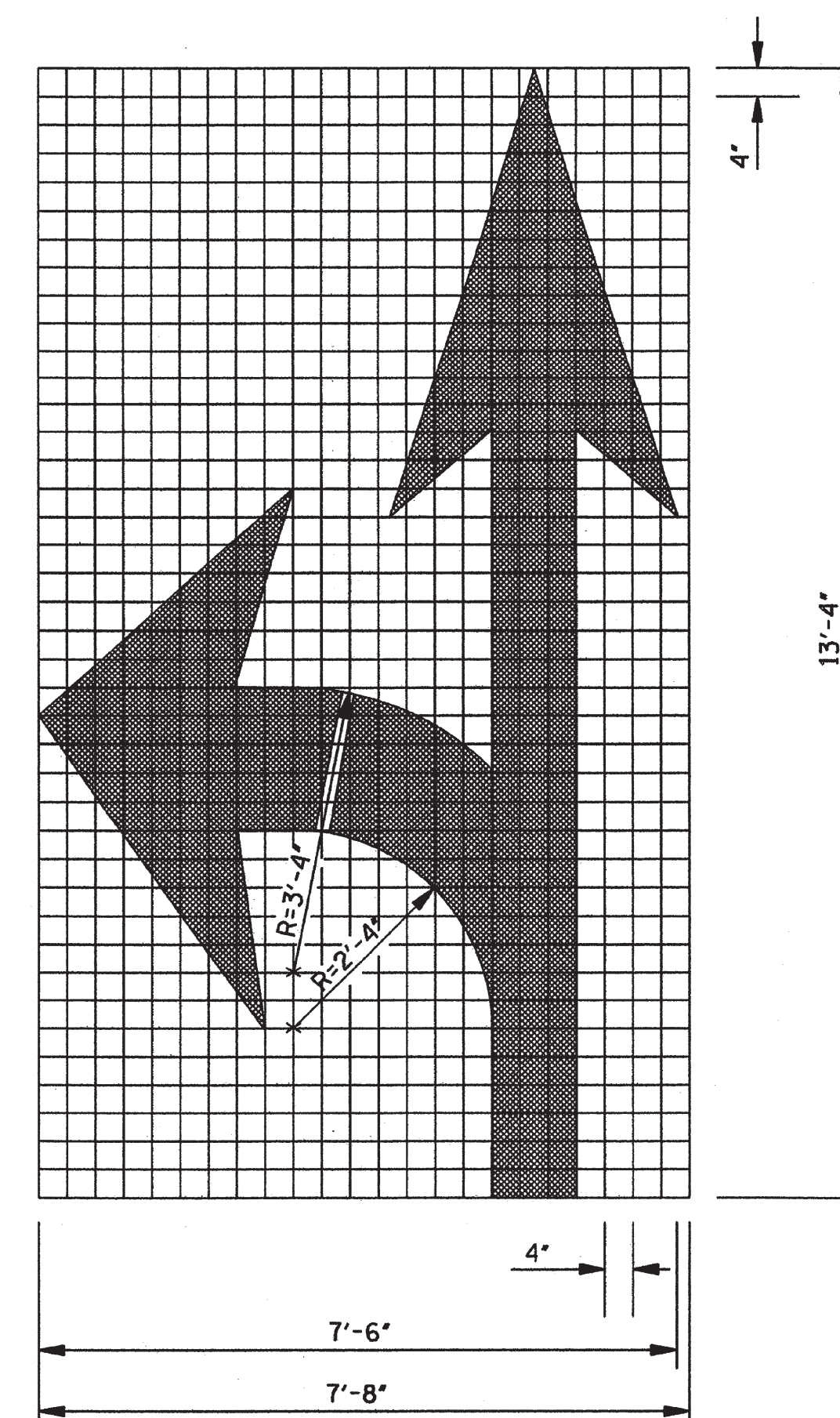
DRAWING NUMBER:
17



TURN ARROW



THRU ARROW

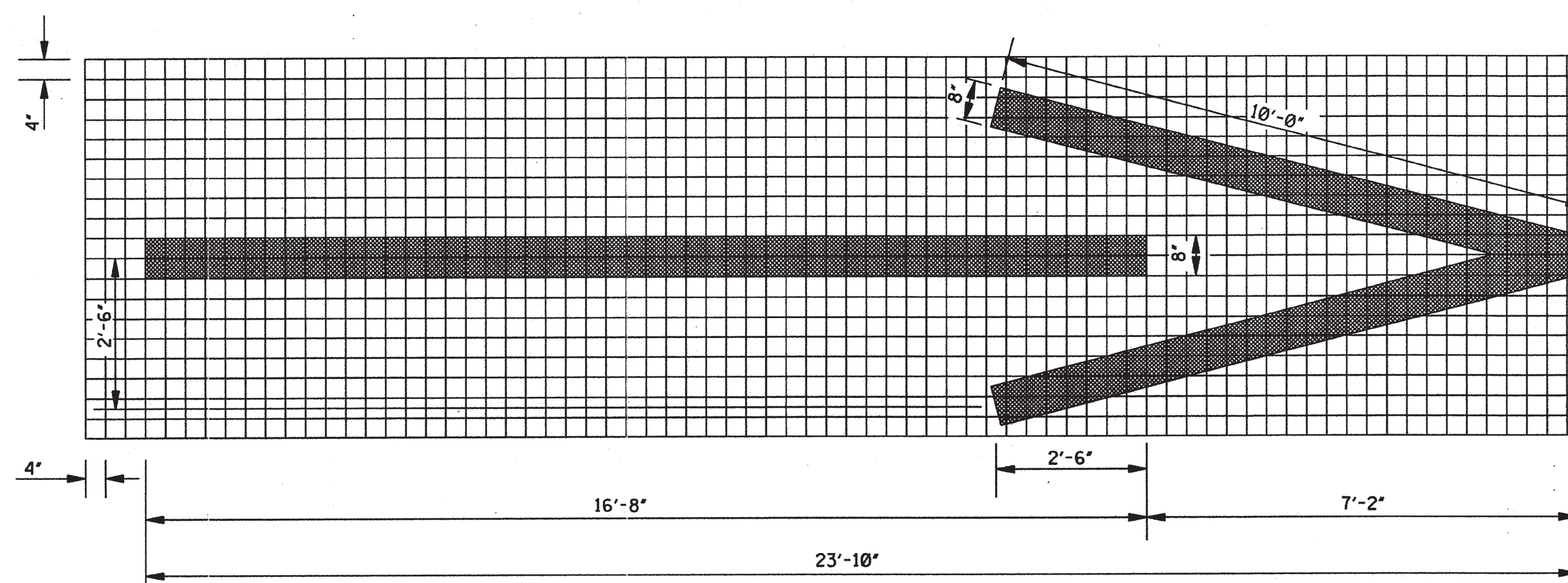


COMBINATION ARROW

GENERAL NOTES:

1. UNLESS OTHERWISE SHOWN ON THE PLANS, ALL PAVEMENT MARKING LEGENDS, INCLUDING TURN ARROWS, SHALL BE APPLIED USING HIGH PERFORMANCE MATERIALS
2. TWO HORIZONTAL GAPS (CAUSED BY TEMPLATE CONNECTORS) OF $1\frac{1}{2}$ " OR LESS AND EXTENDING THE FULL WIDTH ARE PERMITTED IN EACH LETTER.
3. FOR OTHER DETAILS, SEE THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
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



1-WAY ARROW

NOTICE TO DRAWING HOLDER

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HARDY STREET PAVING PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



PAVEMENT MARKING
LEGEND DETAILS

WORKING NUMBER:
PM-6

DRAWING NUMBER:
18



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, October 6, 2020

Re: Authorize the Mayor to make application to the U. S. Department of Transportation - Federal Aviation Administration for a grant for a runway lighting and signage project for the Bobby L. Chain Municipal Airport; Authorize Mayor to execute any and all documents required to make said application.
File Number: 2020-690
Minute Book #

Summary

Authorize the Mayor to make application to the U. S. Department of Transportation - Federal Aviation Administration for a grant for a runway lighting and signage project for the Bobby L. Chain Municipal Airport; Authorize Mayor to execute any and all documents required to make said application.

Recommendation Statement

I recommend approval of this item.

Please place this on the October 6, 2020 City Council meeting for consideration.

Application for Federal Assistance SF-424

* 1. Type of Submission: ☒ Preapplication ☐ Application ☐ Changed/Corrected Application		* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision		* If Revision, select appropriate letter(s): * Other (Specify): 	
* 3. Date Received: 		4. Applicant Identifier: 			
5a. Federal Entity Identifier: 			5b. Federal Award Identifier: 		
State Use Only:					
6. Date Received by State: 		7. State Application Identifier: 			
8. APPLICANT INFORMATION:					
* a. Legal Name: City Of Hattiesburg					
* b. Employer/Taxpayer Identification Number (EIN/TIN): 72-1389768			* c. Organizational DUNS: 		
d. Address:					
* Street1:		200 Forrest Street			
Street2:					
* City:		Hattiesburg			
County/Parish:		Forrest			
* State:		MS: Mississippi			
Province:					
* Country:		USA: UNITED STATES			
* Zip / Postal Code:		39401			
e. Organizational Unit:					
Department Name: Engineering			Division Name: 		
f. Name and contact information of person to be contacted on matters involving this application:					
Prefix:		* First Name:		Lamar	
Middle Name:					
* Last Name:		Rutland			
Suffix:					
Title: Airport Director / City Enginner					
Organizational Affiliation: Hattiesburg-Bobby L. Chain Municipal Airport					
* Telephone Number:		Fax Number:		(601) 545-4642	
* Email:		lrutland@hattiesburgms.com			

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration (FAA)

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Hattiesburg, Forrest, Lamar Counties

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Runway Lighting, Signage

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	1,327,500.00
* b. Applicant	
* c. State	73,750.00
* d. Local	73,750.00
* e. Other	
* f. Program Income	
* g. TOTAL	1,475,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	☒ Yes ☐ No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	☒ Yes ☐ No ☐ N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	☐ Yes ☒ No ☐ N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	☐ Yes ☒ No ☐ N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	☐ Yes ☐ No ☒ N/A
☐ The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? ☐ Yes ☐ No	
☐ The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	☐ Yes ☒ No ☐ N/A
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
☐ Negotiated Rate equal to _____ on _____	% as approved by _____ (the Cognizant Agency) (Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an 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 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 Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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. Code. 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.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

This is on Airport Land. This Runway Lighting, Signage has no effect on the adjacent land.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

N/A

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Land is owned by airport.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Federal Domestic Assistance Catalog Number: 20.106
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 9,500
2. Preliminary expense			3,000
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			143,000
5. Other Architectural engineering fees (Testing)			4,000
6. Project inspection fees			126,500
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			1,189,000
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 1,475,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			1,457,000
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 1,475,000
19. Federal Share requested of Line 18			1,327,500
20. Grantee share			73,750
21. Other shares			73,750
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 1,475,000

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	\$ 73,750
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 73,750
25. Other Shares	Amount
a. State	73,750
b. Other	
c. TOTAL - Other Shares	\$ 73,750
26. TOTAL NON-FEDERAL FINANCING	\$ 147,500

SECTION E – REMARKS (Attach sheets if additional space is required)
See Following

Hattiesburg - Bobby L. Chain Municipal Airport (HBG)
Runway Lighting System, Signage

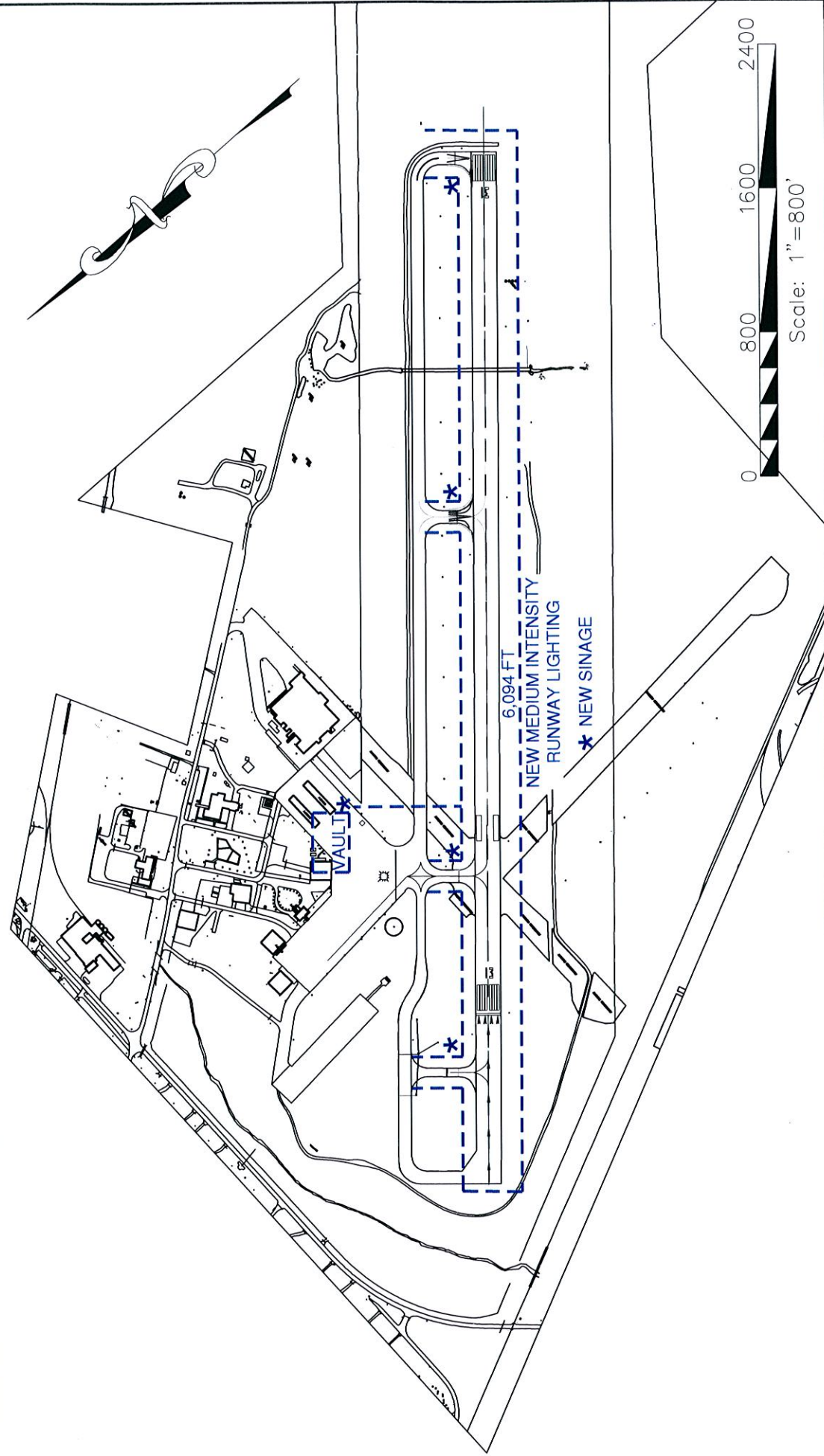
1. Administration	\$9,500
2. Preliminary Expense	\$3,000
3. Engineering	\$143,000
4. Engineering (Testing)	\$4,000
5. Construction	\$1,189,000
5a. Construction (100% City Funded)	\$0
6. Const. Admin, Inspection	\$126,500
Total	\$1,475,000
* Items 1,2,3,4,5,6 will require 5% City Funding	

ESTIMATE OF PROBABLE CONSTRUCTION COSTS

\$30,000 -	Demolition
\$100,000 -	REILS
\$ 65,000 -	SIGNS (Taxiway / Runway Intersections) (16)
\$270,000 -	Runway Lights (90)
\$100,000 -	All New Conductors / Conduit
\$100,000 -	New Regulator Controls
\$50,000 -	New Quazite Boxes (16)
\$100,000 -	Runs to Regulator Building (Vault)
\$60,000 -	Threshold Lights
\$25,000 -	Hold Bars
\$60,000 -	New or Modified Regulator Building (Vault)
\$180,000 -	Regulators (Four to Six Capability)
\$49,000 -	Access and service to new Vault
Total \$1,189,000	

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Runway Lighting, Signage
AIRPORT: Hattiesburg Bobby L. Chain Municipal Airport
1. Objective: Runway circuits are direct buried, have served for two decades. Outages are more frequent. Requires conduit encasement and upgrade to fixtures. Regulators and Vault are over forty years old and require replacement to current standards. Vault is to be relocated. The primary objective at HBG is to provide functional lighting and clear signage in accordance with FAA Standards. According to FAA Advisory Circular 150/5300-13, an operable lighting and signage system is key in reducing runway incursions with the corollary benefit of mitigation the potential of aircraft accident. This includes a new lighting, signage system and updated vault.
2. Benefits Anticipated: This will increase airport safety. The benefit of this project is to bring the airport into compliance with current FAA Standards and guarantee the system is operable.
3. Approach: (See approved Scope of Work in Final Application) The project includes a new updated lighting system and needed adjustments to signage designations at cross taxiways and runway ends.
4. Geographic Location: Hattiesburg, MS Forrest County 31 Deg. 15' 53.8"N / 89 Deg. 51' 10.40"W
5. If Applicable, Provide Additional Information: N/A
6. Sponsor's Representative: (include address & telephone number) Lamar Rutland, PE Airport Director / City Engineer 212 West Front Street Hattiesburg, MS 39401 601-545-4540



SKETCH TO ACCOMPANY PREAPPLICATION

**FOR RUNWAY 13-31 LIGHTING SYSTEM, SIGNAGE
HATTIESBURG BOBBY L. CHAIN MUNICIPAL AIRPORT (HBG)
HATTIESBURG, MS**

PREPARED BY:



PLANNING, DESIGN, & MANAGEMENT PROFESSIONALS
800 Spring Street, Suite 214, Hattiesburg, MS 39301
Phone: (601) 222-8252
www.areconsultants.com
a division of FORD ENGINEERING SERVICES, PLLC



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 6, 2020

Re: Authorize the Mayor and City Clerk to execute certification to the Municipal Compliance Questionnaire for fiscal year ending September 30, 2020.

File Number: 2020-709
Minute Book #

Summary

Authorize the Mayor and City Clerk to execute certification to the Municipal Compliance Questionnaire for fiscal year ending September 30, 2020.

Recommendation Statement

Please place this on the October 6, 2020 City Council meeting for consideration.

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:

City of Hattiesburg
P o Box 1898 Hattiesburg, MS 39403

2. List the date and population of the latest official U.S. Census or most recent official census:

2010 45,989

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).

See attached

4. Period of time covered by this questionnaire:

From: October 1, 2019 To: September 30, 2020

5. Expiration date of current elected officials' term: June 30, 2021

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 20__

Answer All Questions: Y - YES, N - NO, N/A - NOT APPLICABLE

PART I - General

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) _____Y_____
2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) _____Y_____
3. Are municipal records open to the public? (Section 25-61-5) _____Y_____
4. Are meetings of the board open to the public?
(Section 25-41-5) _____Y_____
5. Are notices of special or recess meetings posted?
(Section 25-41-13) _____Y_____
5. Are all required personnel covered by appropriate surety bonds?
 - Board or council members (Sec. 21-17-5) _____Y_____
 - Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) _____Y_____
 - Municipal clerk (Section 21-15-38) _____Y_____
 - Deputy clerk (Section 21-15-23) _____Y_____
 - Chief of police (Section 21-21-1) _____Y_____
 - Deputy police (Section 45-5-9) (if hired under this law) _____Y_____
7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) _____Y_____
8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting?
(Section 21-15-33) _____Y_____
9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) _____Y_____
10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) _____Y_____
11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) _____Y_____

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance?
(Section 21-35-31 or 21-17-19)

Y

PART II - Cash and Related Records

1. Where required, is a claims docket maintained?
(Section 21-39-7)
2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9)
3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued?
(Section 21-39-7)
4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13)
5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn?
(Section 21-39-13)
6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9)
7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23)
8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205)
9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25)
10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25)

Y

Y

Y

Y

Y

Y

Y

Y

Y

Y

- | | |
|--|---|
| 11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) | Y |
| 12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) | Y |
| 13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) | Y |
| 14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) | Y |
| 15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) | Y |
| 16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] | Y |
| 17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) | Y |
| 18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? | Y |
| 19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) | Y |

PART III - Purchasing and Receiving

- | | |
|---|---|
| 1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] | Y |
| 2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] | Y |
| 3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] | Y |
| 4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) | Y |

PART IV - Bonds and Other Debt

- | | | |
|----|--|----------|
| 1. | Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) | <u>Y</u> |
| 2. | Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) | <u>Y</u> |
| 3. | Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) | <u>Y</u> |
| 4. | Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) | <u>Y</u> |
| 5. | Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) | <u>Y</u> |

PART V - Taxes and Other Receipts

- | | | |
|----|--|-----------|
| 1. | Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) | <u></u> |
| 2. | Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) | <u>Y</u> |
| 3. | Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) | <u>NA</u> |
| 4. | Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) | <u>Y</u> |
| 5. | Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) | <u>Y</u> |
| 6. | Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) | <u>Y</u> |
| 7. | Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) | <u>Y</u> |
| 8. | Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) | <u>Y</u> |

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) Y
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) Y
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) Y
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) Y
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) Y
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) Y
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) Y

(MUNICIPAL NAME)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 20 20

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Hattiesburg, and, to the best of our knowledge and belief, all responses are accurate.

(City Clerk's Signature)

(Mayor's Signature)

(Date)

(Date)

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, October 6, 2020

Re: Rescind Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP) Land and Water Conservation Fund Program Application approved on June 2, 2020; and ratify submission of a revised grant application, to help fund property acquisition and development of Midtown Green Park, for a total project cost of \$1,074,244 (\$500,000 federal share and \$574,244 local share).
File Number: 2020-698
Minute Book #

Summary

MDWFP 2020 Land & Water Conservation Fund Program Revised Application

Recommendation Statement

I recommend rescinding Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP) Land and Water Conservation Fund Program Application approved on June 2, 2020; and ratification of submission of a revised grant application, to help fund property acquisition and development of Midtown Green Park, for a total project cost of \$1,074,244 (\$500,000 federal share and \$574,244 local share).

Please place this on the October 6, 2020 City Council meeting for consideration.



2020 Land & Water Conservation Fund Application

Applicant Information

Local or State Project Sponsoring Agency Name: City of Hattiesburg

Contact Name: Sid Gonsoulin

Title: Project Manager

Mailing Address: P.O. Box 1898

Phone: 601-554-1001 Email address: sgonsoulin@hattiesburgms.com

Applicant's Federal Employer ID# (FEI): 64-6000432

Contact Person to receive notification of application status if different from contact:

Contact Name: Jennifer Shows

Title: Grant Coordinator

Mailing Address: P.O. Box 1898

Phone: 601-545-4544 Email address: jshows@hattiesburgms.com

Name of LWCF Proposal: City of Hattiesburg - Midtown Green

Amount of LWCF Funding Request: \$500,000

Minimum \$25,000.00

Maximum \$500,000.00

List all prior LWCF Project Funds received:

LWCF Project #	Park Name	Physical Address	Latitude / Longitude
28-00552	Vernon Dahmer Park	1000 Country Club Rd., Hattiesburg, MS 39401	31.3069° N, 89.3052° W
Project #.	Park Name.	Address	Lat/Long
Project #.	Park Name.	Address	Lat/Long
Project #.	Park Name.	Address	Lat/Long
Project #.	Park Name.	Address	Lat/Long
Project #.	Park Name.	Address	Lat/Long
Project #.	Park Name.	Address	Lat/Long
Project #.	Park Name.	Address	Lat/Long
Project #.	Park Name.	Address	Lat/Long

Proposed Project Site Location Information

1. Provide GPS coordinate information for the entrance to the park:

Latitude: 31.320496

Longitude: -89.338262

2. What is the zip code for the location of the project?

39401

3. County: Forrest

Total Acreage of Site: 4.21

Township Range Section: 04N - 13W - 07

Physical Address of Site: 309 Crestmont Ave., Hattiesburg, MS 39401

Is this site already protected under the Section 6(f)3 of the LWCF Program:

☐ Yes ☒ No

4. Provide driving directions to the location of the park using 1505 Eastover Drive, Jackson, MS 39211-6374 as the starting point.

1. Head west on Eastover Dr. toward Northeast Dr. (0.6 mi)
2. Use any lane to turn left onto Interstate 55 North Frontage Rd. (0.8 mi)
3. Use the 2nd from the left lane to turn left onto Lakeland Dr. (299 ft)
4. Turn right to merge onto I-55 S. (3.7 mi)
5. Use the right 2 lanes to take exit 94 to merge onto US 49 S toward Hattiesburg. (3.1 mi)
6. Slight right toward U.S. 49 Frontage Rd. (315 ft)
7. Slight left onto U.S. 49 Frontage Rd. (0.3 mi)
8. Slight left toward US 49 S (253 ft)
9. Continue straight onto US 49 S (83 mi)
10. Turn right onto Hardy St. (0.2 mi)
11. Turn left onto S 29th Ave. (0.3 mi)
12. Turn right onto W Arlington Loop. (0.3 mi)
13. Turn left onto Crestmont Ave. Destination will be on the right. (344 ft)

Legislative Information

U. S. Congressional District:	4	Legislator Name:	Steven Palazzo
U. S. Congressional District:	#	Legislator Name:	Click here to enter text.
Mississippi Senate District:	45	Legislator Name:	Chris Johnson
Mississippi House District:	102	Legislator Name:	Missy McGee

Type of LWCF Proposal

1. Select Project Type:

(ONLY DEVELOPMENT OR COMBINATION PROJECT ACCEPTED FOR FY2020 CYCLE)

☐ Acquisition Go to A.

☐ Development Go to B.

☒ Combination (Acquisition and Development) Go to C.

Acquisition Application

A. For an Acquisition Project

1. Provide a brief narrative about the proposal that provides the reasons for the acquisition, the number of acres to be acquired with LWCF assistance, and a description of the property. Describe and quantify the types of existing resources and features on the site (for example, 50 acres wetland, 2,000 feet beachfront, 200 acres forest, scenic views, 100 acres riparian, vacant lot, special habitat, any unique or special features, recreation amenities, historic/cultural resources, hazardous materials/contamination history, restrictions, institutional controls, easements, rights-of-way, above ground/underground utilities, including wires, towers, etc.). [Click here to enter text.](#)
2. How and when will the site be made open and accessible for public outdoor recreation use (signage, entries, parking, site improvements, allowable activities, etc.)? [Click here to enter text.](#)
3. Describe development plans for the proposal for the site(s) for public outdoor recreation use within the next three (3) years. [Click here to enter text.](#)

Address each item in "D" Below

Development Application

B. For a Development Project

1. Describe the physical improvements and/or facilities that will be developed with federal LWCF assistance: Include a site sketch depicting improvements, where and how the public will access the site, parking, etc. Indicate entrances.
[Click here to enter text.](#)
2. Indicate to what extent the project involves new development, rehabilitation, and/or replacement of existing facilities:
[Click here to enter text.](#)
3. How long will project construction take once grant is awarded?
[Click here to enter text.](#)

Combination Project Application (Acquisition and Development)

C. For a Combination Project

1. For the Acquisition part of the proposal:
 - a. Provide a brief narrative about the proposal that provides the reasons for the acquisition, number of acres to be acquired with LWCF assistance, and describes the property. Describe and quantify the types of existing resources and features on the site (for example, 50 acres wetland, 2,000 feet beachfront, 200 acres forest, scenic views, 100 acres riparian, vacant lot, special habitat, any unique or special features, recreation amenities, historic/cultural resources, hazardous materials/contamination history, restrictions, institutional controls, easements, rights-of-way, above ground/underground utilities, including wires, towers, etc.)

A single family home with 3,267 square feet of living area is situated on the property, and will be demolished. The property is 4.21 acres and a combination of wooded area and open lawn. This property is located within the Midtown District, and there are currently no parks within the boundaries of the Midtown District--much to the dismay of residents. By purchasing the property at 309 Crestmont Avenue and constructing a park, the City of Hattiesburg aims to meet the demand for recreational opportunities in this area.

- b. How and when will the site be made open and accessible for public outdoor recreation use (signage, entries, parking, site improvements, allowable activities, etc.)?
If the LWCF grant is awarded, it is expected that the park will be completed and open to the public by March 2023.

- c. Describe development plans for the proposed for the site(s) for public outdoor recreation use within the next three (3) years.
No development will occur on the property until after the award date. Upon successful award of the grant, it is anticipated that Design Development will be initiated immediately, advancing to Contract Bid Documents, and then the bid process will begin. Awarding of bids should occur within 6 months, with anticipated construction to begin within two weeks of the award date. Throughout the design stage, purchasing of the park equipment will occur, providing ample lead times for delivery. It is anticipated that park construction and equipment installation will occur over the next 14-15 months. It is expected that turn-key operation will be prior to March 2023 (see attached Project Timeline).

- d. Has a "Yellow Book" appraisal been performed in accordance with The Uniform Appraisal Standards of Federal Land Acquisitions (UASFLA)?

☒ Yes ☐ No

- d. Does applicant understand that the appraisal is required to be reviewed by the State Review Appraiser. The ORG office will submit the appraisal for review by the State Review Appraiser and the applicant will be responsible for the cost of the review.

☒ Yes ☐ No

2. For the Development part of the proposal:

- a. Describe the physical improvements and/or facilities that will be developed with federal LWCF assistance, including a site sketch depicting improvements, where and how the public will access the site, parking, etc. Indicate entrances on 6(f) map. Indicate to what extent the project involves new development, rehabilitation, and/or replacement of existing facilities.

The existing structure on the property will be removed, and the project will consist of all new development. The property is 4.21 acres, and the primary entrance will be on Crestmont Avenue. An additional entrance for maintenance and pedestrian access will occur from Arlington Loop. Park features will include a walking trail, exercise stations, access road, fencing, pavilion, restrooms, concessions, drinking fountains, children play areas, picnic areas, maintenance shop, inclusive/accessible playground, site furniture, lighting, landscaping, off-street bicycle rack slots, and 20 parking slots, including 5 handicapped parking slots. Arrangements are being made for public use of the nearby church's parking lot as a spillover lot for visitors.

- b. When will the project be completed and open for public outdoor recreation use?

The park is expected to be completed and open to the public by March 2023.

Address each item in "D" Below

Additional Items to Address

D. Additional Items to Address

1. Will this proposal create a **new** public park/recreation area **where none previously existed** and is not an addition to an existing public park/recreation area?
☒ Yes (go to #3) ☐ No (go to #2)
2. a. What is the name of the pre-existing public area that this new site will be added to?
[Click here to enter text.](#)
b. Is the pre-existing public park/recreation area already protected under Section 6(f)?
☐ Yes ☐ No
If yes - indicate the number of acres that are presently placed in perpetuity for public outdoor recreation as required by section 6(f) of the Land and Water Conservation Act.
[Click here to enter text.](#)
3. What will be the name of this new public park/recreation area?
Midtown Green
4. a. Who will hold title to the property assisted by LWCF? **City of Hattiesburg**
Who will manage and operate the site(s)? **City of Hattiesburg**
b. What is the applicant's type of ownership and control of the property?
☒ Fee simple ownership
☐ Less than fee simple Explain: [Click here to enter text.](#)
5. a. Describe the nature of any rights-of-way, easements, reversionary interests, etc. which will be in the Section 6(f) park area. Indicate the location(s) on 6(f) map.
All right-of-ways and easements are depicted within maps supplied. City right-of-way is along Crestmont Avenue, on the east side of the property. There is an easement to the northwest of the property and a drainage easement south of the property. There is no intent for this new park (Midtown Green) to be used for any other purpose than for an Outdoor Recreation Park and will be under and remain under the leadership and management of the City of Hattiesburg.
b. Does the applicant understand that a Section 6(f) conversion may occur if private or non-recreation activities occur on any pre-existing right-of-way, easement, leased area if they are included in the 6(f) area?
☒ Yes ☐ No
6. Are overhead utility lines present, ☐ Yes ☒ No and if yes, explain how they will be treated per LWCF Manual. Note: No overhead wiring allowed within LWCF Boundary – all wiring to be underground.
Only overhead power lines are located within the City Easement along the primary street. All electrical support within the Park area will be underground.
7. As a result of this project, describe new types of outdoor recreation opportunities and capacities, and short and long term public benefits.

Midtown Green will provide a public outdoor recreational area in the Midtown District of Hattiesburg, where no park facility currently exists. The 4.21-acre partially wooded property will be transformed to include a scenic walking trail meandering throughout the park, picnic areas, a pavilion, a small stage with lawn seating, an inclusive playground, and a lawn play area for children. This new venue will provide health and wellness benefits for the community, by giving residents a welcoming, aesthetically pleasing outdoor space for walking, running, and exercise. Children will have open lawn space to engage in physical activity. An inclusive playground will be the first of its kind in Hattiesburg, providing elements to engage those with disabilities in activities to develop physical, cognitive, social, and sensory skills. The park will give neighborhood residents a convenient, nearby location to engage in outdoor physical activity to draw them away from indoor activities which tend to be more sedentary. In addition, the park will provide a place for neighbors to gather, socialize, and enjoy community events together. The park's stage will provide a place for performance events, and residents will be able to enjoy entertainment from local musicians. Midtown Green is a highly-desired community amenity which will bring joy to residents and a positive energy to a community that has been longing for more recreational resources in surrounding neighborhoods.

8. Explain any existing non-recreation and non-public uses that will continue on the site(s) and /or proposed for the future within the 6(f) boundary.
No non-recreation or non-public uses will occur on the site after it is converted to public park.

9. Describe the planning process that went into the development of this proposal. You must address:

- a) How was the interested and affected public notified and provided an opportunity to be involved in the planning for the proposal?

Mayor Barker and many of the administrative staff and directors have met with residents in the University Heights Neighborhood Association on multiple occasions throughout the last three years, in which the need for a neighborhood park was discussed. Resident input was taken into consideration in the development of the concept for Midtown Green. Minutes from a 9/28/2017 meeting at University Heights Baptist Church are attached, where it is indicated in the "Opportunity" section that the need for a park was expressed. Additional discussions were held with city leaders at meetings on 10/19/2017, 2/28/2019, and 2/27/2020. The issue and question of the Midtown park was also brought up and asked about in each of these meetings. As a result of feedback from the town hall sessions and additional meetings with Midtown citizens, a park in Midtown became a selling point to the public and was included in the 1 cent Park and Recreation sales tax referendum. The referendum passed in April, 2019 by 81 % of the vote. Should the City not receive the LWCF grant, it will still be the intent to develop a park within the Midtown area of Hattiesburg due to the implicit need identified by citizens across the entire Midtown area. Unfortunately, it may take years for this dream to be realized.

- b) Who was involved and how were they able to review the proposal, including any state, local, federal agency professionals, subject matter experts, members of the public and local Indian Tribes. Experts and Practitioners in the professional fields of Park and Recreation Management, Park Maintenance, Therapeutic Recreation, Inclusive Playground Developers, Park and Recreation Consultants, Civil Engineering, Park Landscape Architects, Arts and Music Programmers have been intimately involved in the planning and design of the Master Plan. Review of the Master plan by Experts and Practitioners have occurred in person and through virtual dialogue with City professionals. Additionally, members of the public were able to provide input through virtual surveys and a Zoom meeting of citizens residing within

Midtown neighborhoods. Also, local newspapers and TV stations carried the concept to the public inviting feedback into the Master Plan.

- c) Describe any public meetings held and/or formal public comment periods including dates and lengths of time provided for public input into the planning process and/or comments on the completed proposal.

Neighborhood meetings in which the park concept was discussed were held 9/28/2017, 10/19/2017, 2/28/2019, and 2/27/2020. Follow-up discussions were held with respective citizens regarding the results of a SWOT analysis conducted during the town hall meeting on 9/28/2017. Once again, as a potential "opportunity," the citizens reaffirmed the need for a park within the Midtown area. A virtual comment period was conducted between June 15, 2020 and September 15, 2020, when residents living and working both within and outside the immediate affected area had the opportunity to review the Master Plan with complementing amenities and elements located within Midtown Green. Sixty seven (67) different citizens including children/young adults responded to the virtual survey generated by the City of Hattiesburg Mayor, of which 43 reside within the immediate affected area. An additional 24 responses came from citizens who either work within the Midtown area or reside outside the immediate affected area. Additionally, during this comment period, a Zoom meeting was held with 25 different residents who reside within the immediate affected Midtown area. The virtual meeting also included the Mayor of Hattiesburg, Ward 3 City Council Member, and Midtown Green Project Manager.

- d) What information was made available to the public for review and comment?

The park proposal and Mater Plan image with accompanying elements and amenities were presented virtually to citizens residing both within and outside the immediate affected area through a survey conducted by the Mayor of Hattiesburg. Additionally, a town hall Zoom meeting hosted by a local citizens group was held for those residing within the affected area. Local newspapers and TV stations promoted the concept to citizens, also inviting input into Midtown Green. One hundred percent (100%) who responded though the various opportunities indicated their support for the Midtown Green concept. Examples of their comments are included in section 9-e..

- e) Did the applicant provide written responses addressing received comments? , ☒ Yes ☐ No
If so, include the responses as a scanned attachment to this application.

If the proposal has not been made available to the public during the planning process, does the applicant understand that a 30-day public comment period will be required?

☒ Yes ☐ No

10. How does this proposal specifically implement statewide outdoor recreation goals as presented in the SCORP?

The concept of Midtown Green will help to achieve the statewide outdoor recreation goals of improving health and wellness, expanding the network of paths and trails, and establishing a stronger sense of place. Midtown Green will improve the health and wellness of Midtown residents by giving them an outdoor venue for being active. The park will have a walking trail with exercise stations along the path, and there will be multiple play areas for children to engage in physical activity. The walking trail that will meander throughout Midtown green will serve to expand upon the inventory of walking trails within Hattiesburg, and specifically adding a trail in the Midtown District, where one is currently lacking. Midtown Green will be designed to be an aesthetically pleasing outdoor setting that will provide functional spaces for physical activity, play, picnics, and a variety of

community events to enhance the sense of place within the Midtown community. Midtown residents have repeatedly raised concerns about the lack of recreational facilities in their area, and Midtown Green will provide them with an outdoor venue to accommodate a variety of recreational activities.

The Mississippi 2015 – 2019 SCORP is the current active Statewide Outdoor Recreation Plan. The SCORP is a five-year plan that includes an assessment of the state's recreation supply, demands, and needs. The SCORP will serve as guidance for the allocation of Mississippi's share of the Land and Water Conservation Fund (LWCF). In addition, the SCORP will also provide guidance to the city, county, and state recreation planners.

http://www.mdwfp.com/media/236981/ms_scorp_2015-2019.pdf

11. List all source(s) and amounts of financial match to the LWCF federal share of the project. The value of the match can consist of cash, donation, and in-kind contribution. The federal LWCF share and financial matches must result in a viable outdoor recreation area and not rely on other funding not mentioned here. Other federal resources may be used as a match if specifically authorized by law.

Source of Project Funding	Amount Committed	Percent of Total Project Cost (whole number without % symbol)
City of Hattiesburg 1% Parks & Recreation Sales Tax	\$ 300,000	28
Forrest County (cash contribution)	\$ 75,000	7
City of Hattiesburg General Fund	\$ 199,244	19
Click here to enter text.	\$ Click to enter amount	Click to enter number
Amount of LWCF grant funds requested	\$ 500,000	50
To update total amount and percent right click mouse and select Update Field Total	\$500,000.00	50%

12. Is this LWCF project scope part of a larger effort not reflected on the SF-424 (Application for Federal Assistance) and grant agreement? Is so, briefly describe the larger effort, funding amount(s) and source(s). This will capture information about partnerships and how LWCF plays a role in leveraging funding for projects beyond the scope of this federal grant.

N/A

13. List all required federal, state and local permits/approval needed for the proposal and explain their purpose and status.

Based on findings from the Phase I ESA, wetlands analysis and endangered species analysis will not be required (see attached ESA report). MS Department of Archives and History has determined that no cultural resources will be affected (see attached MDAH response letter dated June 4, 2020). The City has underwritten the cost of the Phase I ESA.

Address all Sections from this point forward

Purpose and Need

1. Give a brief explanation of the purpose and need of the proposed project.

The Midtown District has no existing parks within its boundaries. Currently, if Midtown residents want to enjoy an outdoor recreational space, they must travel outside the boundaries of their neighborhood. At numerous neighborhood business meetings and town hall meetings, residents of the Midtown District expressed concerns over not having a neighborhood park or public space for children to play. Additionally, there is an urgent need for this park as identified in the Parks and Recreation section of the City's most recent Comprehensive Plan. The plan findings were that 35% of Hattiesburg citizens rated neighborhood parks as their most important priority, and 51% preferred to use public facilities rather than private facilities for their recreation activities. Midtown Green has been conceptualized to meet this demand. This need is also recognized by Forrest County, and a collaborate relationship between the City and County has resulted in the County proposing to help support the development of the park with a portion of their funds. The purpose of this facility is to enhance the lives of the citizens of Hattiesburg by developing recreational facilities and programs that are easily accessible. Midtown Green will give residents a 4.21-acre public park, with a walking trail, exercise stations, picnic areas, multiple play areas for children, an inclusive/accessible playground, pavilion, and concession area. Not only will Midtown Green provide an outdoor space for residents to engage in physical activity, this will provide a beautiful outdoor gathering space to enjoy community events. One exceptional feature of Midtown Green will be an inclusive playground—the first of its kind in Hattiesburg. An inclusive playground will allow children of all abilities to engage in outdoor recreation, along with the adults accompanying them. The playground will be designed to allow for children with disabilities to engage in play activities to build upon their physical, cognitive, sensory, and social skills. The City of Hattiesburg prides itself on providing ample recreational opportunities for its residents, and it is our goal that no citizen will miss out on recreational activities based solely on physical limitations.

2. What alternative(s) to the proposed project were considered?

Alternative feasible project sites within the Midtown District were identified and considered.

3. Why is the proposed course of action the best choice?

The other sites explored within the Midtown neighborhoods did not meet the needs as well as the chosen site. Some sites were too small, some had access issues, and others had topography issues. The project site chosen is the largest of all sites considered, and the property is available for acquisition. The location is easily accessible from two major thoroughfares--Hwy 49 and Hardy Street. This property topography is ideal for an urban neighborhood park, with its beautiful pine and live oak trees and open green spaces. University Heights Baptist Church is across the street from 309 Crestmont Avenue, and the church and City are collectively working through tenets where the church's parking lot can be used to provide additional public parking to access the park.

4. Who are the anticipated users of the proposed facilities? Will users be drawn from the local population, regional, state and/or out of state?

Anticipated users primarily include people who reside within the Midtown District. The 2018 5-Year American Community Survey estimates a Midtown population of 4,762--with 58.3% of the population aged 18-64, 17.5% aged 65 and older, and 24.3% under the age of 18. The majority of the population identifies as White (74.9%), while 21.4% identify as Black/African-American. Other minorities include persons who report some other race (0.4%) and persons who report two or more races (3.3%). People who identify as Hispanic account for 3% of the population. Households reporting income below the poverty level represent 12.4% of the

population. We also suspect the park will draw in people who work in Midtown, as well as people from other parts of Hattiesburg and the outlying communities, especially with the addition of the inclusive playground--as it will be the first of its kind in Hattiesburg. While Midtown residents are the primary target, the park will be inclusive of all--from children to seniors, disabled individuals, families, and local organizations in addition to being available to regional and out-of-state guests.

Development Projects

1. For existing parks describe the recreation facilities currently available for use by the public. This application is for the development of a new park.
2. If the proposal involves renovation of facilities, which facilities will be renovated? Give the age of the facilities, the extent of the renovation and why the renovation is needed.
No facilities on the property will be renovated. There is currently a house on the property (59 years old) that will be demolished.
3. Timeframe for project to be complete and open to the public for recreational use?
The park is expected to be complete and open to the public by March of 2023.
4. Indicate the number and type of recreational resources that will be made available with assistance from the Land & Water Conservation Fund.
Midtown Green will be a public park consisting of a walking trail, exercise stations, pavilion, play areas, picnic areas, accessible/inclusive playground, seating, a small covered stage, park lighting, landscaping, bicycle racks, and parking.

Operation and Maintenance

Describe the management, operation and maintenance of the existing park site facilities which funds are being applied for. Outline the support staffing dedicated to the management and operation of the park. For new parks indicate the number of support staffing that will be provided to operate and maintain the park. In both scenarios, clearly indicate who is responsible for each action and how frequently the action occurs.

☐ Existing Site ☒ New Site

The City of Hattiesburg's Parks and Recreation Department will be responsible for the care and upkeep of the park. A crew of 5 will be responsible for maintenance. The park will be mowed on a weekly basis, and litter will be collected on a daily basis. The City Arborist will be responsible for the health and management of trees and vegetation. City staff will be responsible for programming on a per-event basis, and the number of staff involved for each event will vary based on the needs of each individual event.

Accessibility

All projects must be accessible to (and usable by) disabled citizens. The intent is to enable disabled citizens to participate in outdoor recreation activities in a way that parallels as closely as possible participation of non-disabled citizens. Describe how this proposal addresses this requirement. If the proposal does not address accessibility, explain why. <http://www.access-board.gov/guidelines-and-standards/recreation-facilities>

The entire park will be designed to be ADA-accessible. Furthermore, the park will feature an inclusive playground specifically to provide recreational opportunities especially suited for people with disabilities.

Summary of Previous Environmental Review (including E.O. 12372 – Intergovernmental Review)

To avoid duplication of effort and **unnecessary delays**, describe any prior environmental review undertaken at any time and still viable for this proposal or related efforts that could be useful for understanding potential environmental impacts. Consider previous local, state, federal (e.g. HUD, EPA, USFWS, FHWA, DOT) and any other environmental reviews. At a minimum, address the following:

1. Date of environmental review(s), purpose for the environmental review(s) and for whom they were conducted.

A site inspection was conducted by Jay Estes of Allen Engineering at the 309 Crestmont Avenue property on 8/12/2020 for the purpose of completing a Phase I Environmental Site Assessment for the City of Hattiesburg, to determine potential environmental liabilities associated with the property, in anticipation of the current proposed project.

2. Description of the proposed action and alternatives.

No alternatives were recommended as no negative impacts were identified.

3. Who was involved in identifying resource impact issues and developing the proposal including the interested and affected public, government agencies, and Indian tribes.

Jay Estes (Senior Principal Planner & CAO, Allen Engineering & Science), Sid Gonsoulin (Project Manager, City of Hattiesburg), and Jennifer Shows (Grant Coordinator, City of Hattiesburg)

4. Environmental resources analyzed and determination of impacts for proposed actions and alternatives. No/Negligible impacts determined for all resources analyzed (geological resources, air quality, sound, water quality, stream flow characteristics, marine, estuarine, floodplains/wetlands, land use/ownership patterns, circulation, transportation, plant/animal species of special concern, unique ecosystems, unique/important fish and wildlife/habitat, invasive species, recreation resources, accessibility, aesthetics, historical/cultural resources, socioeconomic, minority & low-income populations, energy resources, land/structures with history of contamination).

5. Any mitigation measures to be part of the proposed action.

No mitigation measures are necessary as no negative impacts were identified.

6. Intergovernmental Review Process (Executive Order 12372): Does the State have an Intergovernmental Review Process? **NO - Effective 01/15/2010 The State of Mississippi's Intergovernmental Review function performed by the Clearinghouse ended.** Applicants for federal funds should submit their Standard Form 424 directly to the appropriate federal funding source (Planning Development District if required) and in this case also submit the 424 to MDWFP with the application. **Indicate on the Standard Form that the program has not been selected by the State for review under the Executive Order 12372 process.**

7. Has a Request for Cultural Resource Assessment been submitted to MS Department of Archives and History? ☒ Yes ☐ No - Attach scanned approval or attach scanned copy of request.

8. Public comment periods (how long, when in the process, who was invited to comment) and agency response.

Since no environmental impacts were discovered through the Phase I ESA conducted, the environmental review was not discussed in a public forum.

9. Any formal decision and supporting reasons regarding degree of potential impacts to the human environment.

None to be considered as no negative impacts were identified.

10. Was this proposed LWCF federal action and/or any other federal actions analyzed/reviewed in any of the previous environmental reviews? If so, what was analyzed and what impacts were identified? Provide specific environmental review document references.

The proposed LWCF federal action was considered in the Phase I ESA conducted. A Phase I ESA summary report is included with the application.

Use resource impact information generated during previous environmental reviews described above and from recently conducted site inspections to complete the Environmental Screening Form (ESF) portion of this PD/ESF under Step 6. Your ESF responses should indicate your proposal's potential for impacting each resource as determined in the previous environmental review(s) and include a reference to where the analysis can be found in an earlier environmental review document. If the previous environmental review documents contain proposed actions to mitigate impacts, briefly summarize the mitigation for each resource as appropriate. The appropriate references for previous environmental review document(s) must be documented on the ESF, and the actual document(s) along with this PD/ESF must be included in the submission for NPS review.

Environmental Screening Form

This portion is a working tool used to identify the level of environmental documentation which must accompany the proposal submission to the NPS. By completing the ESF, the project sponsor is providing support for its recommendation in Step 7 that the proposal either:

1. meets criteria to be categorically excluded (CE) from further NEPA review and no additional environmental documentation is necessary; or
2. requires further analysis through an environmental assessment (EA) or an environmental impact statement (EIS).

An ESF alone does not constitute adequate environmental documentation unless a CE is recommended. If an EA is required, the EA process and resulting documents must be included in the proposal submission to the NPS. If an EIS may be required, the State must request NPS guidance on how to proceed.

The scope of the required environmental analysis will vary according to the type of LWCF proposal. For example, the scope for a new LWCF project will differ from the scope for a conversion. Consult the LWCF Manual for guidance on defining the scope or extent of environmental analysis needed for your LWCF proposal. As early as possible in your planning process, consider how your proposal/project may have direct, indirect and cumulative impacts on the human environment for your type of LWCF action so planners have an opportunity to design alternatives to lessen impacts on resources, if appropriate. When used as a planning tool in this way, the ESF responses may change as the proposal is revised until it is ready for submission for federal review. Initiating or completing environmental analysis after a decision has been made is contrary to both the spirit and letter of the law of the NEPA.

The ESF should be completed with input from resource experts and in consultation with relevant local, state, tribal and federal governments, as applicable. The interested and affected public should be notified of the proposal and be invited to participate in scoping out the proposal (see LWCF Manual Chapter 4). At a minimum, a site inspection of the affected area must be conducted by individuals who are familiar with the type of affected resources, possess the ability to identify potential resource impacts, and to know when to seek additional data when needed.

At the time of proposal submission to NPS for federal review, the completed ESF must justify the NEPA pathway that was followed: CE recommendation, production of an EA, or production of an EIS. The resource topics and issues identified on the ESF for this proposal must be presented and analyzed in an attached EA/EIS. Consult the LWCF Manual for further guidance on LWCF and NEPA.

The ESF contains two parts that must be completed:

Part A. Environmental Resources

Part B. Mandatory Criteria

Part A: For each environmental resource topic, choose an impact estimate level (none, negligible, minor, exceeds minor) that describes the degree of potential negative impact for each listed resource that may occur directly, indirectly and cumulatively as a result of federal approval of your proposal. For each impacted resource provide a brief explanation of how the resource might be affected, how the impact level was determined, and why the chosen impact level is appropriate. If an environmental review has already been conducted on your proposal and is still viable, include the citation including any planned mitigation for each applicable resource, and choose an impact level as mitigated. If the resource does not apply to your proposal, mark NA in the first column. Add any relevant resources (see X. on the ESF) if not included in the list.

If needed - Use a separate sheet to briefly clarify how each resource could be adversely impacted; any direct, indirect, and cumulative impacts that may occur; and any additional data that still needs to be determined. Also explain any planned mitigation already addressed in previous environmental reviews.

Attach scanned separate sheet(s) to application.

Environmental Reviewers
The following individual(s) provided input in the completion of the environmental screening form. List all reviewers including name, title, agency, field of expertise. Keep all environmental review records and data on this proposal in state compliance file for any future program review and/or audit. The ESF may be completed as part of a LWCF pre-award site inspection if conducted in time to contribute to the environmental review process for the proposal.
1. Jay Estes, Senior Principal Planner & CAO, Allen Engineering & Science, 8/12/2020 2. Sid Gonsoulin, Project Manager, City of Hattiesburg 3. Jennifer Shows, Grant Coordinator, City of Hattiesburg
The following individuals conducted a site inspection to verify field conditions. <i>List name of inspector(s), title, agency, and date(s) of inspection.</i> 1. Jay Estes, Senior Principal Planner & CAO, Allen Engineering & Science, 8/12/2020 2. Sid Gonsoulin, Project Manager, City of Hattiesburg, 2020 - multiple dates 3. Click here to enter text.

PART A: ENVIRONMENTAL RESOURCES

Indicate potential for adverse impacts. Use a separate sheet to clarify responses

	Not Applicable N/A	No/ Negligible Impacts	Minor Impacts	Impacts Exceed Minor	More Data Needed to Determine Degree of Impact
A. Geological resources: soils, bedrock, slopes, streambeds, landforms, etc.	☐	☒	☐	☐	☐
B. Air quality	☐	☒	☐	☐	☐
C. Sound (noise impacts)	☐	☒	☐	☐	☐
D. Water quality/quantity	☐	☒	☐	☐	☐
E. Stream flow characteristics	☐	☒	☐	☐	☐
F. Marine/estuarine	☐	☒	☐	☐	☐
G. Floodplains/wetlands	☐	☒	☐	☐	☐
H. Land use/ownership patterns; property values; community livability	☐	☒	☐	☐	☐
I. Circulation, transportation	☐	☒	☐	☐	☐
J. Plant/animal/fish species of special concern and habitat; state/ federal listed or proposed for listing	☐	☒	☐	☐	☐
K. Unique ecosystems, such as biosphere reserves, World Heritage sites, old growth forests, etc.	☐	☒	☐	☐	☐
L. Unique or important wildlife/ wildlife habitat	☐	☒	☐	☐	☐
M. Unique or important fish/habitat	☐	☒	☐	☐	☐
N. Introduce or promote invasive species (plant or animal)	☐	☒	☐	☐	☐
O. Recreation resources, land, parks, open space, conservation areas, rec. trails, facilities, services, opportunities, public access, etc.	☐	☒	☐	☐	☐
P. Accessibility for populations with disabilities	☐	☒	☐	☐	☐
Q. Overall aesthetics, special characteristics/features	☐	☒	☐	☐	☐
R. Historical/cultural resources, including landscapes, ethnographic, archeological, structures, etc. Attach SHPO/THPO determination.	☐	☒	☐	☐	☐
S. Socioeconomics, including employment, occupation, income changes, tax base, infrastructure	☐	☒	☐	☐	☐
T. Minority and low-income populations	☐	☒	☐	☐	☐
U. Energy resources (geothermal, fossil fuels, etc.)	☐	☒	☐	☐	☐
V. Other agency or tribal land use plans or policies	☒	☐	☐	☐	☐
W. Land/structures with history of contamination/hazardous materials even if remediated	☐	☒	☐	☐	☐
X. Other important environmental resources to address.	☐	☒	☐	☐	☐

Part B: This is a list of mandatory impact criteria that preclude the use of categorical exclusions. If you answer “yes” or “maybe” for any of the mandatory criteria, you must develop an EA or EIS regardless of your answers in Part A. Explain all “yes” and “maybe” answers on a separate sheet.

8. The table below contains a list of mandatory criteria that preclude the use of categorical exclusions for the purpose of the National Environmental Policy Act. Please provide an answer and explanation for each answer. If you answer “yes” or “maybe” for any of the mandatory criteria, more detailed information on your project would be needed in order for it to continue to be considered for funding. If the project scores high enough for funding, DCR will contact the applicant to discuss details. **If needed - Use a separate sheet to briefly clarify how each resource could be adversely impacted; any direct, indirect, and cumulative impacts that may occur; and any additional data that still needs to be determined. Also explain any planned mitigation already addressed in previous environmental reviews.** Attach scanned separate sheet(s) to application.

PART B. MANDATORY CRITERIA If your LWCF proposal is approved, would it...	Yes	No	To be determined
1. Have significant impacts on public health or safety?	☐	☒	☐
2. Have significant impacts on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation, or refuge lands, wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands (E.O. 11990); floodplains (E.O. 11988); and other ecologically significant or critical areas.	☐	☒	☐
3. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA section 102(2)(E)]?	☐	☒	☐
4. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks?	☐	☒	☐
5. Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	☐	☒	☐
6. Have a direct relationship to other actions with individually insignificant, but cumulatively significant, environmental effects?	☐	☒	☐
7. Have significant impacts on properties listed or eligible for listing on the National Register of Historic Places, as determined by either the bureau or office. (Attach State Historic Preservation Office Comments)	☐	☒	☐
8. Have significant impacts on species listed or proposed to be listed on the List of Endangered or Threatened Species or have significant impacts on designated Critical Habitat for these species.	☐	☒	☐
9. Violate a federal law, or a state, local, or tribal law or requirement imposed for the protection of the environment?	☐	☒	☐
10. Have a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898)?	☐	☒	☐
11. Limit access to and ceremonial use of Indian sacred sites on federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred sites (Executive Order 13007)?	☐	☒	☐
12. Contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area, or actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act and Executive Order 13112)?	☐	☒	☐

Scope of environmental review as required by National Park Service

Early in the conceptual development of an LWCF proposal, the State shall encourage LWCF project sponsors to document their planning and analysis process, including all efforts to reach out to the interested and affected public and agencies. The public and agencies should be invited to provide input early in the planning process and before any environmental analysis formally begins so the sponsor can clearly communicate the purpose and need for the project and give the public and agencies an opportunity to provide any information that could be useful for scoping out the LWCF proposal and considering its potential impact on resources. This scoping step in the planning process will yield information for use in defining the scope of the LWCF proposal and possible associated environmental impacts.

The LWCF PD/ESF shall be used by all potential LWCF project sponsors and for any LWCF proposal requiring federal action. The PD/ESF is designed for use as a tool during project scoping, planning, and proposal development to document environmental information and consider the LWCF proposal's possible environmental impacts at the time it is discussed, presented, or discovered in the field rather than as a "compliance exercise" after a decision is made and the application for federal assistance is being prepared.

As a result of early project scoping and planning, the State/sponsor develops a final proposal for possible federal assistance or action, including a completed ESF. The scope of the environmental review under NEPA, i.e., the extent of resources that may be affected by the project, depends on the type of LWCF proposal under consideration as follows:

- a. New acquisition projects. The scope of the environmental review shall include the lands to be acquired and the proposed public outdoor recreation uses intended for the property to be completed within three years from the date of acquisition.
- b. Development projects. The scope of the environmental review shall be the proposal to provide or improve facilities for public outdoor recreation use and associated activities resulting from these improvements.
- c. Section 6(f)(3) Conversions. Pursuant to 36 CFR 59.3, the scope of the environmental review for Section 6(f)(3) conversions is the entire Section 6(f)(3) park proposed for conversion, including for partial conversions, and lands proposed for replacement including the proposed development for public outdoor recreation use and associated activities. Resources beyond the existing Section 6(f)(3) area are not subject to review unless required by other federal compliance programs.
- d. Other LWCF proposals. To determine the scope of the environmental review for other types of LWCF proposals, consult your NPS Regional Office LWCF Program Manager. The scope of the environmental review determines the resources that must be screened for possible environmental impacts resulting from the LWCF proposal.

NEPA Pathway Options

The completed PD/ESF will guide the state/project sponsor along the appropriate NEPA pathway to produce the level of environmental analysis and documentation required for the proposed undertaking. The PD/ESF will document and support the NEPA analysis pathway option chosen for the proposal. States are required to include the completed PD/ESF with its formal LWCF proposal submission to the NPS.

The NEPA analysis pathway options available to States are:

- a. Categorical Exclusion for which a record is needed. These Categorical Exclusions (CE) are for federal actions that, under normal circumstances, are not considered major federal actions and have the potential for minor or no measurable impacts on the human environment. Prior to submitting a proposal to the NPS for federal review and decision, it is the State's responsibility to review the LWCF proposal to determine if the project meets the criteria for a CE determination. If the LWCF proposal meets the criteria for a CE, the State provides sufficient documentation on the PD/ESF to support the CE by indicating that all potential impacts will be minor or less, and NPS agrees with the CE selection, NPS will sign its own CE form signifying the proposal is categorically excluded from further NEPA analysis.

A CE is not applicable if the ESF indicates that the proposal may result in more than minor impacts on resources.

Note in addition to the CE criteria, the State must also consult the list of exceptions to the CE criteria listed in the PD/ESF. These exceptions describe additional circumstances that may be relevant for the proposal and could result in adverse impacts on the human environment and, therefore, preparation of an EA would be required.

- b. **Environmental Assessment.** An Environmental Assessment (EA) is required when 1) the significance of impacts on any resource is unknown, **(A SITE THAT HAS NO DEVELOPMENT ON IT)** or 2) the proposed action does not meet the criteria for CE and is not included in the list of actions that normally require an EIS, or 3) the proposed action needs several CE categories to fully describe the action, would involve one or more CE criteria exceptions, or would involve unresolved conflicts concerning the use of resources. An Environmental Assessment will consist of 5 Chapters.

Chapter 1 – Purpose, Need, Background. This chapter describes the purpose of the EA so that the interested and affected public, including other agencies and decision makers, understand the type and nature of the proposal that needs a federal LWCF decision. This chapter needs to explain the EA will provide a framework for the NPS to evaluate the environmental consequences of the proposed action on the human environment, and must also include any information to help the interested and affected public and decision-makers understand the context for the proposed action, including a clear explanation of the role of the LWCF Act Section 6(f)(3) in the proposal and the scope of the environmental review (see Item 5 above).

Chapter 2 - Description of Alternatives. This chapter must provide enough information for the interested and affected public and decision-makers to understand the proposed alternative (federal approval of the LWCF proposal) and the no action alternative. This chapter should lead off with an evaluation of all alternatives considered and the reasons for selecting the proposed alternative and rejecting the other alternatives.

At a minimum, the proposed alternative should be described in detail along with the public outdoor recreation resources and opportunities provided by the proposal including maps clearly depicting the creation of or changes in the LWCF Section 6(f) boundary. New and/or existing Section 6(f) parkland must be described in detail. This chapter must include an explanation and status of any other approvals, permits or other factors needed to implement the proposal.

Chapter 3 - Affected Environment. The affected environment is a detailed description of the current state of resources expected to experience environmental impacts. Using the resource impact information documented on the environmental screening form (ESF) and other means of collecting information about affected resources, delineate an analysis area boundary for each resource and describe its existing status (location, nature, condition, scope, size, etc.). The existing status of these resources will serve as baseline information upon which impacts will be compared in the next EA chapter.

This includes detailed description of any existing public outdoor recreation resources and opportunities at the affected site(s) including a clear depiction any existing Section 6(f) boundary.

This chapter must also describe the park/recreation area's population service area and demographics, including information about minority and low-income populations pursuant to Executive Order 12898, Environmental Justice in Minority and Low-Income Populations.

Also, this chapter must include a description of any existing easements, right-of-ways, leases, and any other agreements about use of the Section 6(f)(3) area. If the proposal includes land with a history of contamination, this chapter should describe the contamination and current condition/remediation status.

For Section 6(f)(3) conversions, this chapter must include a description of the existing resources associated with the Section 6(f)(3) parkland proposed for whole or partial conversion, including associated outdoor recreation facilities and opportunities and a description of the existing resources at the replacement site(s). The description must include a detailed description of existing outdoor recreation resources, facilities and opportunities for all affected areas as well as the existing population served by the converted park and the existing population to be served by the new replacement parks.

For conversions, resources beyond the existing and proposed Section 6(f)(3) areas are not subject to review unless required by other federal compliance programs.

Any resources and issues to be dismissed from further analysis must be described in this chapter.

Chapter 4 - Environmental Impacts. This chapter analyzes the degree to which the resources described in Chapter 3 (above) will be impacted by the proposal. The analysis should be presented for the interested and affected public, agencies, and decision-makers to understand the potential for impacts, both beneficial and adverse, and should include qualitative and quantitative data that considers the context, intensity, duration, and timing of the potential impacts. The presentation of data must be presented objectively, accurately, and factually. Resource impacts within the proposed Section 6(f)(3) boundary must be described including any future easements, right of ways, leases and agreements about the use of the Section 6(f)(3) area.

This chapter must also include a detailed discussion of the proposed impacts, both beneficial and adverse, on the provision of public outdoor recreation for the populations served by the proposal including impacts to minority and low income populations pursuant to Executive Order 12898, Environmental Justice in Minority and Low-Income Populations, and a clear depiction of any Section 6(f) boundary changes, especially for expansion of existing Section 6(f) areas and conversions, including a description of any easements, rights-of-way, leases, and any other agreements about the use of the Section 6(f)(3) area as a result of the proposal. If Chapter 3 (above) includes information that any of the land resources in the proposal has a history of contamination, this chapter must include information on the impacts of the proposal on this land considering its status including the land's suitability to support healthy and safe public outdoor recreation activities in perpetuity.

For Section 6(f)(3) conversions, an analysis of impacts to the affected resources described in Chapter 4 must be presented in this chapter. Resources beyond the existing and proposed Section 6(f)(3) areas are not subject to review unless required by other federal compliance programs.

Chapter 5 - Coordination and Consultation. This chapter must list persons, organizations and agencies contacted for information and for identifying important issues, developing alternatives, or analyzing impacts. Any scoping or other public involvement efforts should also be detailed. A list of preparers and their qualifications should be included as well.

(1) Opportunity for public review and comment. At a minimum, States are required to ensure the interested and affected public has had an opportunity to review and provide written comments on completed environmental assessments for LWCF proposals. This public comment period shall be no less than 30 days. The notice an EA is available for review shall be published in the local newspapers and community notices, posted on the sponsoring agency's web site, and made broadly known to the public in such a way that the interested and affected public has ample notice of the public comment period. The State/project sponsor is responsible for reviewing the public comments. These comments and the responses that address all substantive comments are to be included in the proposal's submission to NPS.

If the proposal is revised in response to substantive public comments or for any other reason, States should consult with NPS to determine if the public needs another opportunity to review the revised EA.

- b. **Environmental Impact Statement.** An Environmental Impact State (EIS) is required when the potential for significant impact to the human environment exists is indicated by an EA or through the PD/ESF. The State should contact NPS for further guidance as soon as there is an indication that an EIS may be required.

Unmet Needs

As part of the annual reporting requirements associated with the Land and Water Conservation Fund the Outdoor Recreation Grants Division is required to provide the dollar value of unmet recreational needs within Mississippi.

In order to provide a more accurate estimate for Mississippi we are requiring that each applicant provide the total funding needed to acquire, develop, and rehabilitate public outdoor recreation resources that **were not met** in 2014. This estimate should include all unmet public **outdoor** recreation needs (not including operation and maintenance costs).

Provide the dollar estimate below for the unmet needs for your locality/ agency/ park authority and give a short explanation of how you developed your estimate. Indicate in the explanation how much funding was needed for acquisition, new park development, park renovation and/or rehabilitation and new developments at existing parks

The amount for Hattiesburg unmet public outdoor recreation needs is estimated at \$7,394,475. In order to arrive at this number, a project list was developed with estimates, and the cost of completed projects has been subtracted from the total estimate for all projects. A number of referenced projects were developed when preparing for the Parks and Recreation 1 cent sales tax public referendum vote. These projects are all based on needs garnered from discussions among community leaders, City administration and other City employees. Additionally, numerous town hall sessions occurred during 2018-2019 within all neighborhoods, whereby a list of 18 projects were surfaced to be completed between 2019 and 2022. Additionally, the staff of the Department of Parks and Recreation were involved in evaluating both short and long range needs relative to capital projects. Approximately \$1,000,000 is needed for acquisition and new park development. The remaining \$6,394,475 is needed for renovations, upgrades, and new developments at existing parks.

6(f) Map

The purpose of a Section 6(f)(3) map is to legally define the area that will be given the protection of Section 6(f)(3) of the LWCF Act, which states that property acquired or developed with LWCF shall not be converted to uses other than public outdoor recreation.

A Section 6(f)(3) map also ensures that the area defined by the boundary line is a viable recreation unit. Normally, this will be the total area of the facility receiving assistance. In no case will it be less than the area to be developed under a given LWCF application. All applicants must submit a Section 6(f) map for the application process.

As required by law, the project area within the Section 6(f) boundary will become encumbered as an outdoor recreational site in perpetuity. This means that it must be open and managed for public outdoor recreation forever.

Applicants should consider any existing or potential non-recreational uses of the park property that should be excluded ("carved out") from the 6(f) area. It is highly recommended that applicants consult with the Mississippi Department of Transportation to determine if any planned road construction or improvement projects might impact the proposed 6(f) boundary so that adjustments can be made now to avoid creating future conversion of use issues.

Include two (2) paper copies of the 6(f) boundary map with the application submission. Mapping is preferred on 11 x17 sized paper.

Budget

Provide a budget estimate of the Land & Water Conservation Fund proposal. The budget estimate must provide a complete estimated cost of the project. If the LWCF assisted elements are a component of a much larger proposal, your estimate must consider **only the elements that will receive federal assistance**.

Notes: The sponsor must have the funding currently in place to complete the project. Project Period will be no more than 24 months. The Land & Water Conservation Fund is a 50-50, matching, reimbursement program. All costs are incurred by the grantee prior to receiving reimbursement. No partial reimbursements will be accepted –

once project has been completed – request for project to be closed out and reimbursement request will be accepted and reviewed. At that time a final inspection will be scheduled, and elements listed in Project Agreement will be reviewed. When final inspection is complete, and all paperwork is finalized – and approved by the National Park Service - a 1st and final reimbursement will be processed.

Costs incurred before approval by the National Park Service and a Project Agreement between Mississippi Department of Wildlife, Fisheries and Parks – Outdoor Recreation Grants Division and the Project Sponsor (grantee) is formalized are ineligible for reimbursement.

A sample budget estimate is provided below and included in the appendices of the Land & Water Conservation Fund Manual. Applicants may create their own budget forms; however, it is imperative to provide a detailed budget, the priority ranking for the elements to be funded, the percentage of costs. **The maximum grant request is \$500,000.00 and the minimum grant request is \$25,000.00 for the 2020 LWCF Funding Cycle.**

Applicants must clearly identify their match. Non-federal grants may be used as a match but must be in hand in-order to be eligible.

Land and Water Conservation Fund Project Budget

Applicant	City of Hattiesburg		
Project Name	Midtown Green		
Prepared By	Sid Gonsoulin	Date Prepared	9/15/2020

List Only Eligible Items In Budget			
Item Description	Total Cost (100%)	Local Match 50% Share	LWCF 50% Share
Cost of Property - Only if project is a Combination Project (Acquisition and Development)	290,000	145,000	145,000
Design and Engineering Fees (Eligible total amount is limited to 8% of related Construction)	57,000	28,500	28,500
Contracted Construction Cost	478,000	276,122	201,878
Purchase of Material by Applicant* **	249,244	124,622	124,622
Rental Equipment Cost			
In-Kind Labor			
In-Kind Equipment			
Other			
Total	1,074,244	574,244	500,000

- Material purchased prior to grant award is not eligible for reimbursement

** Design and specification development will be conducted by the design team, along with management of the installation of all materials.

Land and Water Conservation Fund Itemized Breakdown of Project Budget

Applicant	City of Hattiesburg
Project Name	Midtown Green

List specific elements of the Proposed Budget such as playground equipment, tennis courts, pavilion, etc.

Breakdown Total should equal the Project Budget Total.

Element and Description	Quantity and Unit	Total Cost (100%)	Local Match 50% Share	LWCF 50% Share
Property Cost		290,000	145,000	145,000
Design and Engineering Fee (Construction Admin) *		57,000	28,500	28,500
List Construction Elements Below **				
Site prep, Drainage, Grading		35,000	17,500	17,500
Demolition of Residence		20,000	10,000	10,000
Utilities (Water, Sewer, Power)		30,000	15,000	15,000
Parking Lot		30,000	15,000	15,000
Walking Trail & Walkways		72,000	36,000	36,000
Inclusive Playground		200,000	100,000	100,000
Pavilion/Restrooms		135,000	67,500	67,500
Maintenance Shop		6,000	3,000	3,000
Fence & Gates		40,000	20,000	20,000
Site Amenities		44,244	22,122	22,122
Lighting		0	0	0
Signage		5,000	2,500	2,500
Landscaping		15,000	7,500	7,500
Stage		80,000	77,122	2,878
Contingencies		15,000	7,500	7,500
Breakdown Total		1,074,244	574,244	500,000

* Design and Engineering Fee also includes fee for project management.

**Please see "Itemized Budget Attachment 1" for detailed budget descriptions.

Itemized Budget Attachment 1

Supporting Details for Midtown Green Park Master Plan

Demolition: \$20,000 - Demolish the primary residential structure and small storage building. Current property owner will be removing all other items located on property. All debris will be removed from the site.

Site Prep, Drainage, and Grading: \$35,000 - Includes removal of shrubs and non-essential trees/plants. Laser grading, contour site development to support future structures and appropriate site drainage.

Utilities: \$30,000 - Includes installation and connecting water lines, sewer lines, and power to facilities.

Parking Lot: \$30,000 - New asphalt parking lot (9,100 sq. ft.) located in front of park, with grass medium separating the parking lot from the primary street.

Walking Trail and Walkways: \$72,000 - Walking Trail and Walkways (2,048 linear ft.-concrete) will be 6 ft. wide.

Inclusive Playground: \$200,000 - The Midtown Green Park Inclusive Playground will follow the 7 Principles for Inclusive Playground Design (1) Be Fair, (2) Be included, (3) Be Smart, (4) Be Independent (5) Be Safe, (6) Be Active (7) Be Comfortable. Inclusive playground (3,505 sq. ft. with 229 linear ft. concrete border) will feature the following specifications and elements:

- Installation of all materials including signs, benches and elements located within the playground.
- 4 inches of crushed stone base
- Installation of poured in place materials consisting of 50% Black and 50 % standard colors of Aromatic Binders. Poured in place surface shall meet the critical fall height of playground equipment specified.
- Made for Me Swing Set, Cascade Tube Slider, Horizontal ladder, Twister, Rock and Wave, Drumline, Word Scramble (ADA Panel), Sensory Wave Climber, Coil Climber, Small Boulder, Telephone Tubes, Accessible Bridges

Pavilion and Rest Rooms: \$135,000 - Concrete slab (floor), wood construction, metal roofing material, 2 ADA rest rooms, water fountain, 2 water faucets, lighting, and power. Two (2) ADA compliant cell phone/computer chargers will be included. A concrete apron connecting to the trail also exist to support events. Building dimensions are 30' x 50'.

Maintenance Shop Small: \$6,000 - Concrete Slab, wooden construction, metal roofing material, electrical support, exterior water faucet, lights, and power.

Fence and Gates: \$40,000 - Fencing along perimeter of park. Includes 6 ft. high privacy wooden fence along perimeter where facing private properties (1,450 linear ft.) and 5ft. high ornamental black iron fence (491 linear ft.) located in the front of the park facing the primary

Itemized Budget Attachment 1

street and parking lot. (3) Pedestrian gates will be ornamental black iron material matching ornamental fence. Maintenance gate will be 5ft. black iron material.

Site Amenities: \$44,244

- Five (5) six ft. Picnic Tables (\$ 7,750)
- Five (5) six ft. black metal park benches (\$4,600)
- Four (4) black metal litter receptacles (\$ 4,180)
- Two (2) round tube wave bike racks (\$2,000)
- Freight (\$2,000)
- Exercise Stations - Nine (9): Cardio Walker, Step-up Fitness Station, Balance Board, Knee Lift Station, Push-up Station, Joint use Chin-up Bar, Leg Press, Body Curl, Abdominal Chair. Total cost includes installation and 47 yards of mulch. All entities will be either stainless steel or powder coated steel. (\$23,714)

Signage: \$5,000. (1) Park Sign as required by Grant, (2) Directional signs as wayfinding signs to direct people to the park, (2) Rules and Regulations signs, (2) pedestrian gate signs.

Lights: \$0.00 - (2) Primary LED lights located at the park entrance supporting the parking lot and maintenance entrance (metal poles). (27) standard LED down lighting trail lights (fiberglass poles) will be strategically located along the entire trail, walkways, and adjacent to maintenance shop. The down lighting will prevent penetrating light into adjacent neighboring properties. Note: Through the City's Annual Contract and partnership with Mississippi Power, all lights/poles will be furnished and installed by Mississippi Power and power connectivity will also be installed by Mississippi Power. The City will be invoiced monthly by Mississippi Power and considered as a component of the City's Operating budget.

Landscaping: \$15,000. Includes planting of a minimum of (20) medium size native to Mississippi trees. Planting of undetermined amount of grass seed and sod where appropriate. Includes irrigation and drainage where needed.

Stage: \$80,000. Slightly elevated Small Performance and Special Events Stage. Concrete floor, wooden structure with metal roofing material, power, and lighting.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, October 6, 2020

Re: Ratification of a submitted grant application to the Mississippi Department of Archives and History (MDAH) for the Community Heritage Preservation Grant Program in the amount of \$505,000.00 to fund renovations at G. L. Hawkins Elementary School. The grant requires \$126,250.00 (20% of total project costs) in matching funds, which will be provided by Hattiesburg Public School District.
File Number: 2020-697
Minute Book #

Summary

MDAH Community Heritage Preservation Grant Application – G. L. Hawkins Elementary School Renovations

Recommendation Statement

I recommend ratification of a submitted grant application to the Mississippi Department of Archives and History (MDAH) for the Community Heritage Preservation Grant Program in the amount of \$505,000.00 to fund renovations at G. L. Hawkins Elementary School. The grant requires \$126,250.00 (20% of total project costs) in matching funds, which will be provided by Hattiesburg Public School District.

Please place this on the October 6, 2020 City Council meeting for consideration.

APPLICATION

Please read the full application before completing. Inaccurate or incomplete applications will not be considered.

1. Project Title:

G. L. Hawkins Elementary School Renovations

2. Project Address (or location description if in rural area):

526 Forrest Street, Hattiesburg, MS 39401

3. Project Description (in one sentence):

The proposed repairs and upgrades needed at G. L. Hawkins Elementary School include exterior waterproofing and repainting, roof repairs, interior plaster wall repairs, interior painting, replacement of lighting, auditorium renovations (including lighting & new HVAC), interior ceiling repairs, and restroom renovations.

4. Year Building Constructed: 1951

Changes/Additions Dates: 1988, 1989, 2000

5. Project Budget:

Total State Grant Funds Requested: \$ 505,000.00

Matching Funds Provided By Applicant: \$ 126,250.00

Total Project Cost: \$ 631,250.00

6. Project Applicant (will be the signatory):

Mr. Toby Barker

Title (Dr., Mr., Mrs., Ms.)

Contact Name

City of Hattiesburg

Mayor

Organization

Title in Organization

P.O. Box 1898

Address

Hattiesburg

MS

39403-1898

City

State

Zip Code

(601) 545-4501

mayor@hattiesburgms.com

Phone

E-mail

Project Applicant Description:

☐

State Government

☐

County Government

☒

Municipal Government

☐

School District

☐

Nonprofit Corporation – Attach the Mississippi Secretary of State of State charter of incorporation and IRS 501(c)(3) tax exempt letter as well as financial statements for the past 3 years.

COMMUNITY HERITAGE PRESERVATION GRANT PROGRAM—ROUND 14

7. Project Coordinator:

Mr. Carl "Tony" Stanley

Title (Dr., Mr., Mrs., Ms.)

Contact Name

Hattiesburg Public School District - Maintenance Center

Supervisor of Maintenance & Facilities

Organization

Title in Organization

P.O. Box 1569

Address

Hattiesburg**MS****39403**

City

State

Zip Code

(601) 582-2850**tony.stanley@hattiesburgpsd.com**

Phone

E-mail

8. Property Owner:

Dr. Robert Williams

Title (Dr., Mr., Mrs., Ms.)

Contact Name

Hattiesburg Public School District**Superintendent**

Organization

Title in Organization

301 Mamie St.

Address

Hattiesburg**MS****39401**

City

State

Zip Code

(601) 582-5078**superintendent@hattiesburgpsd.com**

Phone

E-mail

9. Tax Identification Number (attach W-9): **City 64-6000432; HPSD 64-6000433**

10. Project Professional:

To be selected

Title (Dr., Mr., Mrs., Ms.)

Contact Name

Organization

Title in Organization

Address

City

State

Zip Code

Phone

E-mail

11. Name of State Legislator of Project District:

Percy Watson

House

Juan Barnett

Senate

12. Mississippi Landmark Designation: Properties must be designated by the MDAH Board of Trustees under provisions of the State Antiquities Act to be eligible for Community Heritage Preservation Grants. This information can be found in the Chancery Clerk's office at the local courthouse or contact MDAH.

Forrest County**02/24/2005****V. 0956, p. 191**

County

Date Recorded

Book/Page

APPLICATION CHECKLIST

One Original Application and six (6) copies (must be in this order for consideration):

- ☒ Application
- ☒ Application checklist
- ☒ Project narrative
- ☒ Project budget
- ☒ Color digital images in jpeg format on a CD with a set of prints
- ☒ Resumes of project coordinator and/or project professional
- ☒ Long-term maintenance plan
- ☒ Matching share form and letters of commitment
- ☒ Supporting documentation (W9 and board minutes **OR** 501(c)(3) charter)
- ☒ Signed letters of support
- ☒ Signed statement of understanding
- ☒ Signed title and insurance certification

Submit the original application in a three-ring binder without transparent slips and each copy stapled or clipped in the upper left hand corner. Do not place the copies in three-ring binders or have them bound.

All seven sets of the application must be with the Historic Preservation Division of MDAH, located in the Charlotte Capers Archives and History Building, by 5 p.m. on October 2, 2020.

Applicants are encouraged to submit early and make an additional copy of all documents for their records.

Mail to:

CHPG –Round 14
Historic Preservation Division
MS Dept. of Archives and History
P. O. Box 571
Jackson, MS 39205-0571

Deliver to:

CHPG—Round 14
Historic Preservation Division
1st Floor
Charlotte Capers Building
MS Dept. of Archives and History
100 South State Street
Jackson, MS 39201

G. L. Hawkins Elementary School Renovations

Project Narrative

George Lawrence Hawkins (1859 - 1941) was a prominent citizen and an accomplished banker, merchant, lumberman, and planter who moved to Hattiesburg in 1884 and owned a great deal of property—a large portion of which he deeded to Hattiesburg city schools for use as a playground and athletic field, which was subsequently named in his honor. After his death, Hawkins' widow and heirs approved for the property to be used as the site for a new school—the G. L. Hawkins Junior High School. Until this time, the junior high students of Hattiesburg were housed at the high school building growing increasingly crowded on North Main Street. Funds for construction of the new junior high school were approved in 1947 and construction began in 1949. The long awaited move-in day arrived on the morning of Monday, April 16, 1951, as a group of beaming junior high students traipsed merrily across Gordon's Creek carrying their school books and supplies, eager to marvel at the wonders of their shiny new school building. Completion was originally anticipated for the Fall of 1950, but numerous delays were experienced due to difficulty obtaining materials and equipment as a result of the Korean War. The building, recognized by American Institute of Architects for its outstanding design, was designed by architects N. W. Overstreet & Associates of Jackson, Mississippi, and Hearon & McCleskey of Hattiesburg, Mississippi. Noah Webster Overstreet, the lead architect, was born in the small Mississippi town of Eastabuchie and became known as one of the most influential architects in the state, through his work on approximately 900 buildings and serving as mentor to numerous generations of Mississippi architects. Overstreet's progressively designed school building was constructed at a cost of approximately \$600,000 by contractor Dye and Mullins, Inc. of Columbia, Mississippi. The Art Deco building to house 23 classrooms, an auditorium seating 850, administrative offices, teacher lounges, music rooms, and dark rooms was modern for its time, constructed in a V-shape with two wings running parallel to Forrest and Green streets and a third wing in the center of the first two. Eliciting awe and wonder, the building was described in its day as "one of the South's finest and most modern school buildings." Years later, in the Fall of 1999, the building became Hawkins Elementary School as a result of school district restructuring. Hawkins Elementary, located in the Hub City Historic District, now serves approximately 300 students in grades Pre-K through 5.

A number of repairs and upgrades are needed at G. L. Hawkins Elementary School, in order to ensure the longevity of the building and enhance its ability to serve the student population. The proposed project includes roof repairs, exterior waterproofing and repainting, interior plaster wall repairs, auditorium renovations (including lighting and HVAC replacement), interior ceiling repairs, restroom renovations, interior painting, and LED lighting upgrades.

The most immediate need at Hawkins elementary is repair of the roof. Roof repairs needed include patching of areas damaged by water and age. Additionally, the through wall roof drains and gutters need to be replaced as they suffer from deterioration. Replacement of the drains and gutters will help to protect the repairs to the roof by improving drainage on the roof's flat surface.

G. L. Hawkins Elementary School Renovations

Project Narrative

Waterproofing and repainting the exterior of the building is highly important at this point in time, because the building is currently experiencing moisture penetration, which has damaged the interior wall plaster. The building will continue to deteriorate if the moisture penetration is not addressed. Waterproofing and exterior repainting will help prevent future moisture damage from occurring. In addition, the desire is to repair the areas of damaged wall plaster and repaint the interior walls. Interior painting is also needed as the paint is damaged in many areas, especially the areas that have experienced moisture damage.

Auditorium renovations are also needed. The auditorium was one of the prized features of the building when it was first constructed, boasting a balcony, acoustical tile ceiling, and seating for more than 800 people. Many components of the auditorium are now deteriorated due to age and wear. The damaged tile ceiling needs to be repaired and the crumbling floor tile needs to be replaced. The ragged auditorium stage curtains were last replaced in the 1970s, and are showing signs of wear with visible tears in the cloth. Auditorium and stage lighting need to be replaced/updated with walls repainted. Additionally, out of two HVAC units, only one is barely working, so funds are being requested to replace the inoperable unit. Both units were installed in the 1980s.

Other work elements requested are interior ceiling repairs and restroom renovations. Both the top floor and bottom floor ceilings are in need of repairs. The top floor has plaster ceilings, while the bottom floor has tile ceilings. Repairs are needed as a result of water damage and deterioration due to age. Additionally, the restrooms have several components that are deteriorating due to age. Work needed in restrooms includes replacement of bathroom fixtures, paint, and replacing the rotting countertops.

Finally, the school is also in need of more effective and energy-efficient lighting. For this reason, Hattiesburg Public School District would like to upgrade the existing interior and exterior lighting to LED lighting. If LED lighting is installed, this will make the rooms brighter and will also help with long-term cost savings by making the building more energy-efficient.

PROJECT BUDGET BREAKDOWN

1. Specify costs such as door and window repair, masonry repair, interior finishes, exhibit design costs, exhibit construction, etc. Attach additional sheets to this page if needed.

Roof repairs: \$40,000

Exterior waterproofing & painting: \$52,000

Interior - plaster wall repairs: \$11,000

Interior painting: \$75,000

Auditorium renovations (including lighting upgrades): \$65,000

Auditorium - new HVAC: \$25,000

Interior - ceiling repairs: \$82,000

Restroom renovations: \$70,000

LED lighting upgrades: \$85,000

Architectural fees: \$126,250

TOTAL: \$631,250

2. Total Project Cost (grant amount requested + matching share)	\$	<u>631,250.00</u>	(100%)
Grant Amount Requested (no more than 80% of total project)	\$	<u>505,000.00</u>	(80%)
Matching Share (a minimum of 20% of total project)	\$	<u>126,250.00</u>	(20%)

Example of 20% Matching Share:

Request: \$80,000 + Match: \$20,000 = Total Project: \$100,000 (20% Match)

Example of <20% Matching Share:

Request: \$100,000 + Match: \$20,000 = Total Project: \$120,000 (17% Match)

3. How were estimated project costs determined?

Verbal estimates were obtained from local contractors.

4. Indicate whether partial funding and/or partial completion of the project would allow for a successful result. Prioritize the proposed work, indicating what is critical. Show the sequence in which work must be completed, if relevant. Applicants who do not include partial options may be in jeopardy of not receiving funding. Attach additional sheets to this page if needed.

Successful results could be obtained with partial funding, as the work can easily be separated into phases. Our priorities are as follows, with number one (1) being the highest priority:

1. Roof repairs (\$40,000)
2. Exterior waterproofing & painting (\$52,000)
3. Interior - plaster wall repairs (\$11,000)
4. Auditorium renovations, including lighting upgrades (\$65,000)
5. Auditorium - new HVAC (\$25,000)
6. Interior - ceiling repairs (\$82,000)
7. Restroom renovations (\$70,000)
8. Interior painting (\$75,000)
9. LED lighting upgrades (\$85,000)

The top three items (roof repairs, exterior waterproofing/painting, and plaster wall repairs) are the most critical, as these items are largely related to repairing existing moisture damage and preventing future moisture damage to the building. The lack of attention to water damage will only cause further deterioration to the building over time.

Source: **HPSD Maintenance Fund**

Total Cash Amt:	\$	<u>126,250.00</u>
-----------------	----	-------------------

Donor: _____

Source: _____

Total Cash Amt: \$ _____

Donor: _____

Source: _____

Total Cash Amt: \$ _____

Donor: _____

Source: _____

Total Cash Amt: \$ _____

Donor: _____

Source: _____

Total Cash Amt: \$ _____

Total Match (must equal matching funds on Item 5 of the application): \$ 126,250.00

CERTIFICATION OF MATCHING SHARE

I certify that the matching share funds identified above are available, and that they will be allocated only to the Community Heritage Preservation Grant project described in this application and titled:

G. L. Hawkins Elementary School Renovations

Project Title

Mayor Toby Barker

Name and Title of Authorized Representative

Signature

09/15/2020

Date _____

Applicants are strongly encouraged to submit appropriate documentation of the matching share (copies of bank statements, etc.) to this page. Please note that applications without documentation may not receive full credit for the matching share.

STATEMENT OF UNDERSTANDING

With respect to grants received from MDAH, applicants indicate by their signatures they have read, understand, and agree to this Statement of Understanding. Failure to comply will result in cancellation.

1. This is a request for consideration for a grant and does not constitute a commitment for funding from the Community Heritage Preservation Grant Program administered by MDAH.
2. Individuals submitting this grant request on behalf of applicants have the necessary authority to request consideration of this project by MDAH.
3. This is a matching grant program in which only a portion of the total project cost can be supplied by the grant funds; matching share will be supplied by applicants in the form of cash. In-kind matches will not be considered or credited to applicants. Projects with a cash match larger than 20% will score higher; however, any amount offered as a match must be guaranteed. **There will be no amendments to lower the match percentage amount.**
4. No work covered in this application is to begin until applicants have been notified in writing that funds have been awarded and have accepted in writing the terms and conditions of the grant. No work is to begin until the work has been approved by the Permit Committee and applicants have received an official **Mississippi Landmark Permit**.
5. If a grant is received, a 25-year preservation and maintenance covenant must be submitted to MDAH in which the grantee agrees to maintain the property and not abandon it. Covenants are transferable.
6. If a grant is received, all obligations for material work are to be paid by the grantee, who will then receive reimbursement from the Department of Finance and Administration, based on prior agreement and approval by MDAH.
7. The availability of funds for reimbursable expenses incurred by grantees is dependent upon the authorization and sale of legislatively approved general obligation bonds by the Mississippi State Bond Commission. Until the Commission sells the bonds, reimbursement funds will not be available.
8. Grants will be administered in accordance with all applicable state laws, regulations, policies, requirements, and guidelines, including Title VI of the 1964 Civil Rights Act, non-discrimination on the basis of handicap, and equal employment opportunity and labor laws.
9. Projects shall be carried out pursuant to the relevant treatment in The Secretary of the Interior's *Standards for the Treatment of Historic Properties* as outlined in Appendix B and the *International Existing Building Code 2012*.
10. Procurement actions will be conducted in accordance with the State of Mississippi bidding and procurement laws.

COMMUNITY HERITAGE PRESERVATION GRANT PROGRAM—ROUND 14

11. All costs charged to the grant project will be in payment of approved budget items.
12. Adequate resources will be available for the completion of the proposed project and the continued operation of the site.
13. An adequate financial management system (and audit procedure when deemed applicable) will be maintained to provide control of all property, funds, and assets during the grant period.
14. The project, if funded, will be carried out in accordance with the guidelines set forth by the Historic Preservation Division of MDAH and will be completed within the allotted time. **Projects will not be extended.** Additionally, there are benchmarks that must be met during the grant period in order to keep a project on schedule. Failure to meet the benchmarks could lead to the cancellation of a project.
15. Applicants will cooperate with the staff of MDAH in meeting all the above requirements.
16. Additional administrative requirements and project-specific conditions may be a part of any grant offer made by MDAH as a result of this application.
17. **Failure to comply with the conditions set forth in this Statement of Understanding will result in cancellation of the grant.**

The applicant recognizes and agrees that any state financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the State of Mississippi reserves the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and on the person or persons whose signature appear below and who is/are authorized to sign this assurance on behalf of the applicant.

City of Hattiesburg

09/15/2020

Name of Applicant/Project Sponsor

Date

Mayor Toby Barker

Name and Title of Authorized Representative

Signature

TITLE AND INSURANCE CERTIFICATION

State funds cannot be invested in projects without assurance that the grantee possesses clear and unencumbered title to the property involved in the proposed project, and has the property adequately insured to protect the state's investment.

I certify that the property involved is owned and sufficiently insured by the applicant identified below, and that the building will be used for the Community Heritage Preservation Grant project described in this application and titled:

G. L. Hawkins Elementary School Renovations

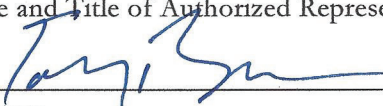
Project Title

City of Hattiesburg

Applicant

Mayor Toby Barker

Name and Title of Authorized Representative


Signature

09/15/2020

Date

Applicants must submit appropriate documentation of ownership and title (copies of deeds, certificates of title, insurance policies, etc.) with this form. Please note that applications without documentation may not be considered for grant awards.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Wiley Quinn, Code Enforcement Division Manager

Date: Tuesday, October 6, 2020

Re: Ratification of Release of Lien documents filed in relation to Code Enforcement clean-up assessments
File Number: 2020-685
Minute Book #

Summary

Ratification of Release of Liens 10 6 2020

Recommendation Statement

I recommend the ratification of the release of lien documents for the properties on the attached list.

Please place this on the October 6, 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: October 6, 2020

RE: Ratification of Release of Lien Documents

Request for ratification of the release of lien documents for the following properties:

PROPERTY OWNER'S NAME	PROPERTY ADDRESS	PPIN	BOOK NUMBER/PAGE NUMBER OF THE ADJUDICATION TO BE RELEASED	NOTE
Master Key Properties, LLC	509 Hutchinson Avenue	14963	1307/201-202	Resolution 2019-49 Release Payment Received \$125.00
Kristi Williamson	902 Roby Street	15565	1332/707-708	Resolution Correction 2020-25

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:	March 13, 2019
BOOK:	1307
PAGE:	201-202
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$125.00
NAME:	Master Key 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.

509 Hutchinson Avenue

Legal Description:

Lot 7 and 8, Block 1, less and except the 115 feet off the West of the Fairfield Addition to the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

LESS AND EXCEPT: A parcel of land being a part of Lots 8 and 9 of Block 1 of the Fairfield Addition to the City of Hattiesburg, Forrest County, Mississippi, and being more particularly describes as follows: Commence at the NE corner of Lot 7 of said Fairfield Addition, said point also being on the Western right of way line of Hutchinson Avenue; thence South along said western right of way line for 82.40 feet to the Point of Beginning; thence continue South along said Western right of way line for 56.00 feet; thence West for 89.22 feet; thence North 01°36'51" West for 38.51 feet; thence West for 2.81 feet; thence North 01°20'48" East for 17.51 feet; thence East for 92.71 feet back to the Point of Beginning said parcel contains 0.12 acres, more or less; together with all improvement thereon and appurtenances thereunto belonging.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 20_____.

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 ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

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:	707-708
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$6941.50
NAME:	Kristi Williamson

in the office of the Chancery Clerk of Forrest County, Mississippi, is now hereby released; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter this order upon the records of said County as is provided by law.

902 Roby Street

Legal Description:

A PART OF LOTS ONE (1), TWO (2), AND THREE (3) IN BLOCK ONE (1) OF THE L.E. HALL SUBDIVISION OF BLOCK EIGHT (8) OF THE J.E. ARLEDGE SURVEY OR ADDTION TO THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT TWO (2) AND RUN THENCE NOTRTH 65 FEET TO THE POINT OF BEGINNING, AND FROM SAID POINT OF BEGINNING CONTINUE THENCE NORTH ALONG GEORGE STREET OR ROBY STREET 65 FEET, AND RUN THENCE WEST 100 FEET TO THE POINT OF BEGINNING; AND THE WEST HALF OF LOT FOUR (4) , BLOCK ONE (1) OF THE L.E. HALL SUBDIVISION OF BLOCK EIGHT (8) OF THE J.E. ARLEDGE SURVEY OR ADDITION TO THE CITY OF HATTIESBURG, COUNTY OF FORREST, STATE OF MISSISSIPPI.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 20_____.

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 ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, October 6, 2020

Re: Acknowledge receipt of three Drainage and Utility Rights-of-Way from Land Management Ltd., Limited Partnership, and Halo Development, LLC, and one Deed of Dedication from Halo Development, LLC, for Hood Boulevard and adjacent drainage and utility infrastructure, legal descriptions of which are included in the attached documents, and accept infrastructure and roadway for maintenance and improvement purposes. Deed and Rights-of-Way to be recorded with Forrest County upon acceptance.
File Number: 2020-700
Minute Book #

Summary

Acknowledge receipt of three Drainage and Utility Rights-of-Way from Land Management Ltd., Limited Partnership, and Halo Development, LLC, and one Deed of Dedication from Halo Development, LLC, for Hood Boulevard and adjacent drainage and utility infrastructure, legal descriptions of which are included in the attached documents, and accept infrastructure and roadway for maintenance and improvement purposes. Deed and Rights-of-Way to be recorded with Forrest County upon acceptance.

Recommendation Statement

I recommend approval of this item.

Please place this on the October 6, 2020 City Council meeting for consideration.

Prepared by and return to:

John A. Burnam, Esq.
MS Bar No. 7559
P. O. Box 1828
Hattiesburg, MS 39403

GRANTOR:

Halo Development, LLC
a Mississippi limited liability company
11 Parkway Blvd.
Hattiesburg, MS 39401
(601) 466-7364

GRANTEE:

City of Hattiesburg
a municipal corporation
P.O. Box 1898
Hattiesburg, MS 39403
(601) 545-4540

Indexing Instructions: E/2 of NE ¼ S31, T4N, R13W, Forrest County, Mississippi

DEED OF DEDICATION

WHEREAS, Halo Development, LLC, a Mississippi limited liability company, is the owner of certain real property located in the City of Hattiesburg, Forrest County, Mississippi, and desires to dedicate such property further described below to the City of Hattiesburg, a municipal corporation, for street ingress, egress, access, maintenance, and improvement purposes; and

WHEREAS, the City of Hattiesburg is willing to accept the dedication of such property as described herein;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby understood and acknowledged, the undersigned **Halo Development, LLC, a Mississippi limited liability company, Grantor**, does hereby dedicate, grant, convey and quitclaim for public use and maintenance unto the **City of Hattiesburg, a municipal corporation, Grantee**, the real property (hereinafter the "Subject Property") lying and being situated in Forrest County, Mississippi, being more particularly described as follows, to-wit:

See attached Exhibit "A" legal description and attached Exhibit "B" survey plat attached hereto and incorporated herein by reference.

Grantee, acting by and through its Mayor, duly authorized by action of the City Council of the City of Hattiesburg, accepts the conveyance of the Subject Property.

This dedication shall run with the Subject Property and be binding upon the parties, their successors, assigns, heirs, and personal representatives.

Nothing in this deed shall create any right in the public or any third party to maintain any suit or action against any party hereto.

If any provision of this deed is determined to be invalid by a court of competent jurisdiction, the remainder of this deed shall not be affected thereby.

Grantor acknowledges the existence of the Uniform Relocation and Assistance and Real Property Acquisition Policies Act of 1970 (hereinafter "the Act"), Public Law 91-646 and acknowledges that it is aware of its rights under said Act, including, but not limited to:

- 1) Notification of Grantee's desire to obtain the Subject Property which includes a copy of the Act;
- 2) An opportunity to receive an appraisal and to accompany the appraiser during the initial inspection; and
- 3) An opportunity to have the value of the property determined by a court of competent jurisdiction and to be compensated therefor.

Grantor does hereby waive all rights and privileges pursuant to the Act, Public Law 91-646, as well as any rights under Mississippi Code Section 43-37-3 (1972) as amended, pertaining to acquisition of property by public agencies.

Grantor further understands that it has the right to request that a fair market value appraisal of the Subject Property be made, and Grantor hereby waives that right.

Grantor fully understands that it has the right to receive just compensation for the Subject Property based on an appraisal, and Grantor waives such right to just compensation from Grantee and hereby donates the Subject Property to Grantee.

It is further understood and agreed that the consideration herein named is a full, complete, final payment and settlement of any claims or demands for payment to Grantor, its successors and assigns, for the Subject Property.

WITNESS the execution of this instrument on this, the 22 day of August, 2020.

GRANTOR:
Halo Development, LLC
A Mississippi limited liability company

By: [Signature]
Joseph Shifalo, Manager

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally came and appeared before me, the undersigned authority in and for the said county and state, on the 22nd day of August, 2020, within my jurisdiction, the within-named **Joseph Shifalo**, who proved to me on the basis of satisfactory evidence to be and acknowledged that he is the Manager of **Halo Development, LLC, a Mississippi limited liability company**, and that for and on behalf of said limited liability company and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

NOTARY PUBLIC:

[Signature]

My Commission Expires:



EXHIBIT "A"

A Part of the East Half of the Northeast Quarter of Section 31, Township 4 North, Range 13 West, Forrest County, Mississippi having bearings based upon Mississippi State Plane Coordinates, East Zone, having a Combined Factor of 0.999977627, a Convergence Angle of 00°15' 38" and being more particularly described as follows:

Commence at a found 2" metal pipe marking the Southeast Corner of Section 31, Township 4 North, Range 13 West, Forrest County, Mississippi and run thence North 90 degrees, 00 minutes, 00 seconds West for 897.13 feet; thence run North 00 degrees, 00 minutes, 00 seconds East for 3,900.26 feet to a set 1/2" rebar marking the Point of Beginning:

From said Point of Beginning, run thence North 55 degrees, 38 minutes, 16 seconds West for 70.16 feet to a set 1/2" rebar; thence run North 34 degrees, 21 minutes, 44 seconds East for 92.81 feet to a set 1/2" rebar; thence run along a curve that arcs to the right, said curve having a radius of 54.00 feet, a curve length of 85.50 feet, a chord bearing of North 79 degrees, 20 minutes, 49 seconds East and a chord distance of 76.84 feet to a set 1/2" rebar; thence run South 55 degrees, 17 minutes, 39 seconds East for 17.73 feet to a set 1/2" rebar; thence run North 34 degrees, 42 minutes, 21 seconds East for 44.00 feet to a set 1/2" rebar; thence run South 55 degrees, 17 minutes, 39 seconds East for 45.00 feet to a set 1/2" rebar; thence run South 34 degrees, 42 minutes, 21 seconds West for 44.00 feet to a set 1/2" rebar; thence run South 55 degrees, 17 minutes, 39 seconds East for 376.49 feet to a 1/2" rebar set on the western right-of-way line of Veteran's Memorial Boulevard (U.S. Highway 11) per Federal Aid Projects STP-9339(5) and STP-2171(3)A on file with the Mississippi Department of Transportation; thence run South 42 degrees, 56 minutes, 14 seconds West on and along said right-of-way line for 60.62 feet to a set 1/2" rebar; thence, leaving said right-of-way line, run thence North 55 degrees, 17 minutes, 39 seconds West for 281.10 feet to a set 1/2" rebar; thence run along a curve that arcs to the left back to the Point of Beginning, said curve having a radius of 144.68 feet, a curve length of 168.00 feet, a chord bearing of North 88 degrees, 33 minutes, 34 seconds West and a chord distance of 158.72 feet. Said parcel contains 0.92 acres, more or less.



Chain No.	Length	Median	Chain Starting & Length
C1	64.14	166.68	1687.51-1702 64.56
C2	68.88	166.68	1677.51-1696 68.46
C3	62.28	164.88	1676.22-1688 61.60
C4	168.88	164.88	1687.22-1696 61.27

2. [Chief Data Officer Page 127](#)
3. [ALTA Survey for Most Insurances by Champion Employees since July 22, 2011](#)
4. [Chief Data Officer Page 128](#)

[illegible]

————	EXISTING BOUNDARY
- - - - -	BOUNDARY TIE LINE
—— R/W ——— N/S ———	RIGHT-OF-WAY LINE



PLAT OF DEDICATION OF RIGHT-OF-WAY AND EASEMENTS

Clearpoint
CONSTRUCTING ENGINEERS, P.A.
6425 E. Highway 94 • Henderson, NV 89012
1 (702) 258-1100 FAX (702) 258-1101 • E-mail: info@clearpoint.com

Hood Industries Office
3078 Hood Boulevard
Hattiesburg, Mississippi 39401
Represented by
The City of Hattiesburg

SHEET 602
24736

EXHIBIT "B"

Prepared by and return to:

Matthew H. Grenfell, Esq
MS Bar # 101944
11 Parkway Blvd.
Hattiesburg, MS 39401

GRANTOR:

Land Management Ltd., Limited Partnership
a Mississippi limited partnership
421 JM Tatum Industrial Park Drive
Hattiesburg, MS 39401
(601) 544-7490

GRANTEE:

City of Hattiesburg
a municipal corporation
P.O. Box 1898
Hattiesburg, MS 39404
(601) 545-4540

Indexing Instructions: SE ¼ of NE ¼ S31, T4N, R13W, Forrest County, Mississippi

DRAINAGE AND UTILITY RIGHT-OF-WAY

WHEREAS, Land Management Ltd., Limited Partnership, a Mississippi limited partnership, is the owner of certain real property located in the City of Hattiesburg, Forrest County, Mississippi, and desires to dedicate a continuing, non-exclusive right-of-way for purposes of utility maintenance, water, sewer, and surface drainage under and across a portion of such property further described below to the City of Hattiesburg, a municipal corporation; and

WHEREAS, the City of Hattiesburg is willing to accept the dedication of such property as described herein;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby understood and acknowledged, the undersigned **Land Management Ltd., Limited Partnership, a Mississippi limited partnership, Grantor**, does hereby dedicate, grant, convey, and assign a continuing, non-exclusive drainage, utility and right-of-way to place, repair, operate, maintain, improve and replace utilities, water, sewer, and a surface drainage area and appurtenant facilities unto the **City of Hattiesburg, a municipal corporation, Grantee**, under and across that certain real property (hereinafter the "Subject Property") lying and being situated in Forrest County, Mississippi, being more particularly described as follows, to-wit:

See attached Exhibit "A" legal description and attached Exhibit "B" survey plat attached hereto and incorporated herein by reference.

By accepting this right-of-way, Grantee understands and agrees with Grantor that:

- 1) Although Grantee shall have specific rights of ingress and egress consistent with this right-of-way for the placement, repair, operation, maintenance, improvement and/or replacement of utilities, water, sewer, and surface drainage, including drainage and installation of rip-rap as necessary to maintain the drainage right-of-way, no additional surface rights are transferred by grant of this right-of-way;
- 2) All fences, gates, structures, and improvements disturbed by Grantee or its agents during the exercise of its rights hereunder shall be restored to the same or better condition by Grantee;
- 3) The land surface shall be restored by Grantee to its original contour, with the same or better equally mature landscaping, if disturbed by Grantee or its agents during the exercise of its rights hereunder;
- 4) Grantor shall have the exclusive right to maintain pavement, landscaping, and any improvements over the surface area of the Subject Property as deemed necessary by Grantor, so long as such improvements do not interfere with the operation of the drainage and utility right-of-way. Should Grantee, in the course of its maintenance and use of this right-of-way under and across the subject property, find it necessary to destroy, damage, remove, or disturb Grantor's surface improvements, it will notify Grantor in writing of same. Furthermore, Grantee hereby covenants and agrees to return any destroyed, damaged, removed, or disturbed surface improvements to their original condition with equally mature landscaping or better once Grantee's work on the Subject Property is completed, as soon as practicable, to the satisfaction of Grantor;
- 5) Grantee hereby covenants and agrees that any maintenance work, construction, reconstruction, and any other activities which disturb Grantor's ingress and egress on, over and across the Subject Property will first be coordinated with Grantor (emergency conditions excepted) so as to eliminate disruptions to Grantor's access to Grantor's property, as well as disruptions to Grantor's adjacent property. Grantee shall protect the Subject Property, and the adjacent lands of Grantor from damage caused in whole or in part by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents. Grantee will further restore Grantor's property to its original condition should any damage to Grantor's property occur due to acts or omissions caused, either directly or indirectly, by Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents. At no time will Grantee block Grantor's or Grantor's employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents access to Grantor's property;

- 6) Grantor reserves the right to use the right-of-way in any manner that is not inconsistent with the rights of Grantee hereunder, and which will not cause injury to, or increase the risk of injury to, such rights or the property of Grantee;
- 7) To the extent allowed by law, Grantee shall indemnify and hold Grantor and its agents harmless from and against any losses or damages incurred by Grantee or its agents due to Grantor's acts or omissions in connection with this right-of-way.

Grantee, acting by and through its Mayor, duly authorized by action of the City Council of the City of Hattiesburg, accepts the conveyance of the Subject Property.

This dedication shall run with the Subject Property and be binding upon the parties, their successors, assigns, heirs and personal representatives.

If any provision of this right-of-way is determined to be invalid by a court of competent jurisdiction, the remainder of this right-of-way shall not be affected thereby.

Grantor acknowledges the existence of the Uniform Relocation and Assistance and Real Property Acquisition Policies Act of 1970 (hereinafter "the Act"), Public Law 91-646 and acknowledges that it is aware of its rights under said Act, including, but not limited to:

- 1) Notification of Grantee's desire to obtain the Subject Property which includes a copy of the Act;
- 2) An opportunity to receive an appraisal and to accompany the appraiser during the initial inspection; and
- 3) An opportunity to have the value of the property determined by a court of competent jurisdiction and to be compensated therefor.

Grantor does hereby waive all rights and privileges pursuant to the Act, Public law 91-646, as well as any rights under Mississippi Code Section 43-37-3 (1972), as amended, pertaining to acquisition of property by public agencies.

Grantor fully understands that it has the right to receive just compensation for the Subject Property based on an appraisal, and Grantor waives such right to just compensation from Grantee and hereby donates the Subject Property to Grantee.

Grantor further understands that it has the right to request that a fair market value appraisal of the Subject Property be made, and Grantor hereby waives that right.

It is further understood and agreed that the consideration herein named is a full, complete, final payment and settlement of any claims or demands for payment to Grantor, its successors and assigns, for the Subject Property.

WITNESS the execution of this instrument on this, the 22nd day of September, 2020.

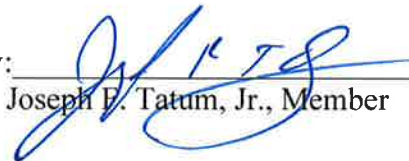
GRANTOR:

**Land Management Ltd., Limited Partnership
a Mississippi limited partnership**

By: TLCO Management, Inc.
a Mississippi corporation
General Partner

By: 
Paul T. Tatum, President

By: JFT Management, LLC
a Mississippi limited liability company
General Partner

By: 
Joseph E. Tatum, Jr., Member

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally came and appeared before me, the undersigned authority in and for the said county and state, on the 22nd day of September, 2020, within my jurisdiction, the within-named **Paul T. Tatum**, who proved to me on the basis of satisfactory evidence to be and acknowledged to me that he is President of the within-named **TLCO Management, Inc., a Mississippi corporation**, and General Partner of Land Management Ltd, Limited Partnership, a Mississippi limited partnership, and as the act and deed of said corporation as general partner of said limited partnership, and as the act and deed of said limited partnership, he executed the above and foregoing instrument, after first having been duly authorized by said corporation and said limited partnership so to do.

NOTARY PUBLIC:





My Commission Expires:

Aug. 18 2023

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally came and appeared before me, the undersigned authority in and for the said county and state, on the 22nd day of September, 2020, within my jurisdiction, the within-named **Joseph F. Tatum, Jr.**, who proved to me on the basis of satisfactory evidence to be and acknowledged to me that he is Member of the within-named **JFT Management, LLC, a Mississippi limited liability company**, and General Partner of Land Management Ltd, Limited Partnership, a Mississippi limited partnership, and as the act and deed of said limited liability company as general partner of said limited partnership, and as the act and deed of said limited partnership, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company and said limited partnership so to do.

NOTARY PUBLIC:

Krystal Gipson



My Commission Expires:

Aug 18 2023

EXHIBIT "A"

A drainage right-of-way being located in the SE 1/4 of the NE 1/4 of Section 31, Township 4 North, Range 13 West, Forrest County, City of Hattiesburg, Mississippi having bearings based upon Grid North, Mississippi State Plane Coordinates, East Zone, being more particularly described as follows:

Commence at a 2" metal pipe found marking the Southeast corner of said Section 31; thence run West for 897.13 feet; thence North 3900.26 feet to a 1/2" rebar set at the Northeast corner of the HALO Development, LLC property described in Deed Book 1263 at Page 436 as recorded in the office of the Chancery Clerk of Forrest County, Mississippi, to and for the POINT OF BEGINNING; thence 64.11 feet along a curve to the right to a 1/2" rebar set, said curve having a radius of 144.68 feet, a chord bearing of North 70° 52' 07" East and a chord length of 63.58 feet; thence South 24° 35' 39" West for 45.55 feet to a 1/2" rebar set; thence South 62° 22' 40" West for 49.07 feet to a 1/2" rebar set; thence North 27° 37' 20" West for 25.49 feet to a 1/2" rebar set on the East boundary of the said HALO Development, LLC property; thence North 34° 21' 44" East along said East boundary for 25.13 feet back to the Point of Beginning. Said right-of-way contains 0.05 acres more or less.



Prepared by and return to:

Matthew H. Grenfell, Esq
MS Bar # 101944
11 Parkway Blvd.
Hattiesburg, MS 39401

GRANTOR:

Land Management Ltd., Limited Partnership
a Mississippi limited partnership
421 JM Tatum Industrial Park Drive
Hattiesburg, MS 39401
(601) 544-7490

GRANTEE:

City of Hattiesburg
a municipal corporation
P.O. Box 1898
Hattiesburg, MS 39404
(601) 545-4540

Indexing Instructions: NE ¼ of NE ¼ and SE ¼ of NE ¼ S31, T4N, R13W, Forrest County, Mississippi

DRAINAGE AND UTILITY RIGHT-OF-WAY

WHEREAS, Land Management Ltd., Limited Partnership, a Mississippi limited partnership is the owner of certain real property located in the City of Hattiesburg, Forrest County, Mississippi, and desires to dedicate a continuing, non-exclusive right-of-way for purposes of utility maintenance, water, sewer, and surface drainage under and across a portion of such property further described below to the City of Hattiesburg, a municipal corporation; and

WHEREAS, the City of Hattiesburg is willing to accept the dedication of such property as described herein;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby understood and acknowledged, the undersigned **Land Management Ltd., Limited Partnership, a Mississippi limited partnership, Grantor**, does hereby dedicate, grant, convey, and assign a continuing, non-exclusive drainage, utility and right-of-way to place, repair, operate, maintain, improve and replace utilities, water, sewer, and a surface drainage area and appurtenant facilities unto the **City of Hattiesburg, a municipal corporation, Grantee**, under and across that certain real property (hereinafter the "Subject Property") lying and being situated in Forrest County, Mississippi, being more particularly described as follows, to-wit:

See attached Exhibit "A" legal description and attached Exhibit "B" survey plat attached hereto and incorporated herein by reference.

By accepting this right-of-way, Grantee understands and agrees with Grantor that:

- 1) Although Grantee shall have specific rights of ingress and egress consistent with this right-of-way for the placement, repair, operation, maintenance, improvement and/or replacement of utilities, water, sewer, and surface drainage, including drainage and installation of rip-rap as necessary to maintain the drainage right-of-way, no additional surface rights are transferred by grant of this right-of-way;
- 2) All fences, gates, structures, and improvements disturbed by Grantee or its agents during the exercise of its rights hereunder shall be restored to the same or better condition by Grantee;
- 3) The land surface shall be restored by Grantee to its original contour, with the same or better equally mature landscaping, if disturbed by Grantee or its agents during the exercise of its rights hereunder;
- 4) Grantor shall have the exclusive right to maintain pavement, landscaping, and any improvements over the surface area of the Subject Property as deemed necessary by Grantor, so long as such improvements do not interfere with the operation of the drainage and utility right-of-way. Should Grantee, in the course of its maintenance and use of this right-of-way under and across the subject property, find it necessary to destroy, damage, remove, or disturb Grantor's surface improvements, it will notify Grantor in writing of same. Furthermore, Grantee hereby covenants and agrees to return any destroyed, damaged, removed, or disturbed surface improvements to their original condition with equally mature landscaping or better once Grantee's work on the Subject Property is completed, as soon as practicable, to the satisfaction of Grantor;
- 5) Grantee hereby covenants and agrees that any maintenance work, construction, reconstruction, and any other activities which disturb Grantor's ingress and egress on, over and across the Subject Property will first be coordinated with Grantor (emergency conditions excepted) so as to eliminate disruptions to Grantor's access to Grantor's property, as well as disruptions to Grantor's adjacent property. Grantee shall protect the Subject Property, and the adjacent lands of Grantor from damage caused in whole or in part by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents. Grantee will further restore Grantor's property to its original condition should any damage to Grantor's property occur due to acts or omissions caused, either directly or indirectly, by Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents. At no time will Grantee block Grantor's or Grantor's employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents access to Grantor's property;

- 6) Grantor reserves the right to use the right-of-way in any manner that is not inconsistent with the rights of Grantee hereunder, and which will not cause injury to, or increase the risk of injury to, such rights or the property of Grantee;
- 7) To the extent allowed by law, Grantee shall indemnify and hold Grantor and its agents harmless from and against any losses or damages incurred by Grantee or its agents due to Grantor's acts or omissions in connection with this right-of-way.

Grantee, acting by and through its Mayor, duly authorized by action of the City Council of the City of Hattiesburg, accepts the conveyance of the Subject Property.

This dedication shall run with the Subject Property and be binding upon the parties, their successors, assigns, heirs and personal representatives.

If any provision of this right-of-way is determined to be invalid by a court of competent jurisdiction, the remainder of this right-of-way shall not be affected thereby.

Grantor acknowledges the existence of the Uniform Relocation and Assistance and Real Property Acquisition Policies Act of 1970 (hereinafter "the Act"), Public Law 91-646 and acknowledges that it is aware of its rights under said Act, including, but not limited to:

- 1) Notification of Grantee's desire to obtain the Subject Property which includes a copy of the Act;
- 2) An opportunity to receive an appraisal and to accompany the appraiser during the initial inspection; and
- 3) An opportunity to have the value of the property determined by a court of competent jurisdiction and to be compensated therefor.

Grantor does hereby waive all rights and privileges pursuant to the Act, Public Law 91-646, as well as any rights under Mississippi Code Section 43-37-3 (1972), as amended, pertaining to acquisition of property by public agencies.

Grantor fully understands that it has the right to receive just compensation for the Subject Property based on an appraisal, and Grantor waives such right to just compensation from Grantee and hereby donates the Subject Property to Grantee.

Grantor further understands that it has the right to request that a fair market value appraisal of the Subject Property be made, and Grantor hereby waives that right.

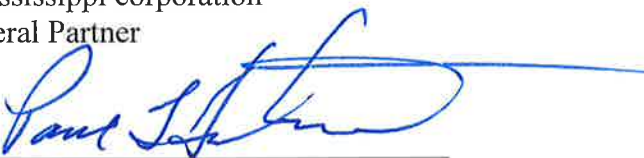
It is further understood and agreed that the consideration herein named is a full, complete, final payment and settlement of any claims or demands for payment to Grantor, its successors and assigns, for the Subject Property.

WITNESS the execution of this instrument on this, the 22nd day of September, 2020.

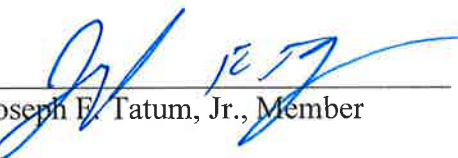
GRANTOR:

**Land Management Ltd., Limited Partnership
a Mississippi limited partnership**

By: TLCO Management, Inc.
a Mississippi corporation
General Partner

By: 
Paul T. Tatum, President

By: JFT Management, LLC
a Mississippi limited liability company
General Partner

By: 
Joseph E. Tatum, Jr., Member

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally came and appeared before me, the undersigned authority in and for the said county and state, on the 22nd day of September, 2020, within my jurisdiction, the within-named **Paul T. Tatum**, who proved to me on the basis of satisfactory evidence to be and acknowledged to me that he is President of the within-named **TLCO Management, Inc., a Mississippi corporation**, and General Partner of Land Management Ltd, Limited Partnership, a Mississippi limited partnership, and as the act and deed of said corporation as general partner of said limited partnership, and as the act and deed of said limited partnership, he executed the above and foregoing instrument, after first having been duly authorized by said corporation and said limited partnership so to do.

NOTARY PUBLIC:





STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally came and appeared before me, the undersigned authority in and for the said county and state, on the 14th day of September, 2020, within my jurisdiction, the within-named **Joseph F. Tatum, Jr.**, who proved to me on the basis of satisfactory evidence to be and acknowledged to me that he is Member of the within-named **JFT Management, LLC, a Mississippi limited liability company**, and General Partner of Land Management Ltd, Limited Partnership, a Mississippi limited partnership, and as the act and deed of said limited liability company as general partner of said limited partnership, and as the act and deed of said limited partnership, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company and said limited partnership so to do.

NOTARY PUBLIC:

My Commission Expires:

Oct 12, 2023



Stephanie Dawn Herrington

EXHIBIT "A"

A drainage and utility right-of-way being located in the NE 1/4 of the NE 1/4 and the SE 1/4 of the NE 1/4 of Section 31, Township 4 North, Range 13 West, Forrest County, City of Hattiesburg, Mississippi having bearings based upon Grid North, Mississippi State Plane Coordinates, East Zone, being more particularly described as follows:

Commence at a 2" metal pipe found marking the Southeast corner of said Section 31; thence run West for 897.13 feet; thence North 3900.26 feet to a 1/2" rebar set at the Northeast corner of the HALO Development, LLC property described in Deed Book 1263 at Page 436 as recorded in the office of the Chancery Clerk of Forrest County, Mississippi; thence North 55° 38' 16" West along the North boundary of said property for 70.16 feet to a 1/2" rebar set to and for the POINT OF BEGINNING; thence leaving said North boundary, run North 34° 21' 44" East for 92.81 feet to a 1/2" rebar set; thence 85.50 feet along a curve to the right to a 1/2" rebar set, said curve having a radius of 54.00 feet, a chord bearing of North 79° 20' 49" East and a chord length of 76.84 feet; thence South 55° 17' 39" East for 17.73 feet to a 1/2" rebar set; thence North 34° 42' 21" East for 44.00 feet to a 1/2" rebar set; thence South 55° 17' 39" East for 11.59 feet to a 1/2" rebar set; thence North 24° 35' 39" East for 72.40 feet to a 1/2" rebar set; thence North 65° 24' 21" West for 40.00 feet to a 1/2" rebar set; thence South 24° 35' 39" West for 80.85 feet to a 1/2" rebar set; thence North 75° 21' 48" West for 69.43 feet to a 1/2" rebar set; thence South 27° 05' 48" West for 153.66 feet back to the Point of Beginning. Said right-of-way contains 0.16 acres more or less.

EXHIBIT ~~8~~ ^{66 77} A

Signed and sealed survey of Clearpoint Consulting Engineers, P.A.

HOOD Companies, Inc.

August 26, 2020

Via Hand Delivery

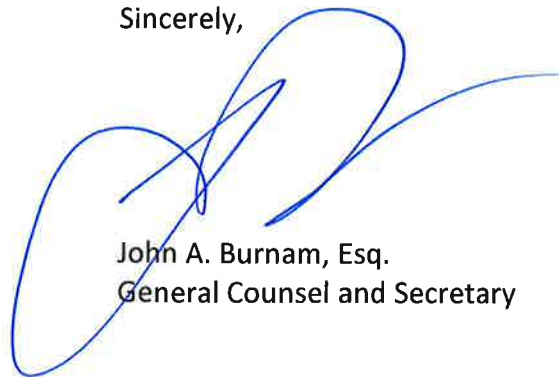
Lamar Rutland, P. E.
Director of Engineering
City of Hattiesburg

RE: Deed of Dedication and Drainage and Utility Right of Way
Halo Development, LLC to City of Hattiesburg, Mississippi

Dear Lamar,

Enclosed please find the above-referenced original executed Deed of Dedication and Drainage and Utility Right of Way from Halo Development, LLC, to the City of Hattiesburg. Please let me know when the City Council has acted on these matters. Please provide us with a copy of the recorded instruments for our files once you have them.

Sincerely,



John A. Burnam, Esq.
General Counsel and Secretary

Enclosures
JAB/hfs

RECEIVED
8/26/20

Prepared by and return to:

John A. Burnam, Esq.

MS Bar No. 7559

P. O. Box 1828

Hattiesburg, MS 39403

GRANTOR:

Halo Development, LLC

a Mississippi limited liability company

11 Parkway Blvd.

Hattiesburg, MS 39401

(601) 466-7364

GRANTEE:

City of Hattiesburg

a municipal corporation

P.O. Box 1898

Hattiesburg, MS 39403

(601) 545-4540

Indexing Instructions: SE ¼ of NE ¼ S31, T4N, R13W, Forrest County, Mississippi

DRAINAGE AND UTILITY RIGHT-OF-WAY

WHEREAS, Halo Development, LLC, a Mississippi limited liability company, is the owner of certain real property located in the City of Hattiesburg, Forrest County, Mississippi, and desires to dedicate a continuing non-exclusive right-of-way for purposes of utility maintenance, water, sewer, and surface drainage under and across a portion of such property further described below to the City of Hattiesburg, a municipal corporation; and

WHEREAS, the City of Hattiesburg is willing to accept the dedication of such property as described herein;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby understood and acknowledged, the undersigned **Halo Development, LLC, a Mississippi limited liability company, Grantor**, does hereby dedicate, grant, convey, and assign a continuing, non-exclusive drainage, utility and right-of-way to place, repair, operate, maintain, improve and replace utilities, water, sewer, and a surface drainage area and appurtenant facilities unto the **City of Hattiesburg, a municipal corporation, Grantee**, under and across that certain real property (hereinafter the "Subject Property") lying and being situated in Forrest County, Mississippi, being more particularly described as follows, to-wit:

See attached Exhibit "A" legal description and attached Exhibit "B" survey plat attached hereto and incorporated herein by reference.

By accepting this right-of-way, Grantee understands and agrees with Grantor that:

- 1) Although Grantee shall have specific rights of ingress and egress consistent with this right-of-way for the placement, repair, operation, maintenance, improvement and/or replacement of utilities, water, sewer, and surface drainage, including grading and installation of rip-rap as necessary to maintain the drainage right-of-way, no additional surface rights are transferred by grant of this right-of-way;
- 2) All fences, gates, structures, and improvements disturbed by Grantee or its agents during the exercise of its rights hereunder shall be restored to the same or better condition by Grantee;
- 3) The land surface shall be restored by Grantee to its original contour, with the same or better equally mature landscaping, if disturbed by Grantee or its agents during the exercise of its rights hereunder;
- 4) Grantor shall have the exclusive right to maintain pavement, landscaping, and any improvements over the surface area of the Subject Property as deemed necessary by Grantor, so long as such improvements do not interfere with the operation of the drainage and utility right-of-way. Should Grantee, in the course of its maintenance and use of this right-of-way under and across the subject property, find it necessary to destroy, damage, remove, or disturb Grantor's surface improvements, it will notify Grantor in writing of same. Furthermore, Grantee hereby covenants and agrees to return any destroyed, damaged, removed, or disturbed surface improvements to their original condition with equally mature landscaping or better once Grantee's work on the Subject Property is completed, as soon as practicable, to the satisfaction of Grantor;
- 5) Grantee hereby covenants and agrees that any maintenance work, construction, reconstruction, and any other activities which disturb Grantor's ingress and egress on, over and across the Subject Property will first be coordinated with Grantor (emergency conditions excepted) so as to eliminate disruptions to Grantor's access to Grantor's property, as well as disruptions to Grantor's adjacent property. Grantee shall protect the Subject Property, and the adjacent lands of Grantor from damage caused in whole or in part by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents. Grantee will further restore Grantor's property to its original condition should any damage to Grantor's property occur due to acts or omissions caused, either directly or indirectly, by Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents. At no time will Grantee block Grantor's or Grantor's employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents access to Grantor's property;

- 6) Grantor reserves the right to use the right-of-way in any manner that is not inconsistent with the rights of Grantee hereunder, and which will not cause injury to, or increase the risk of injury to, such rights or the property of Grantee.
- 7) To the extent allowed by law, Grantee shall indemnify and hold Grantor and its agents harmless from and against any losses or damages incurred by Grantee or its agents due to Grantor's acts or omissions in connection with this right-of-way.

Grantee, acting by and through its Mayor, duly authorized by action of the City Council of the City of Hattiesburg, accepts the conveyance of the Subject Property.

This dedication shall run with the Subject Property and be binding upon the parties, their successors, assigns, heirs and personal representatives.

If any provision of this right-of-way is determined to be invalid by a court of competent jurisdiction, the remainder of this right-of-way shall not be affected thereby.

Grantor acknowledges the existence of the Uniform Relocation and Assistance and Real Property Acquisition Policies Act of 1970 (hereinafter "the Act"), Public Law 91-646 and acknowledges that it is aware of its rights under said Act, including, but not limited to:

- 1) Notification of Grantee's desire to obtain the Subject Property which includes a copy of the Act;
- 2) An opportunity to receive an appraisal and to accompany the appraiser during the initial inspection; and
- 3) An opportunity to have the value of the property determined by a court of competent jurisdiction and to be compensated therefor.

Grantor does hereby waive all rights and privileges pursuant to the Act, Public law 91-646, as well as any rights under Mississippi Code Section 43-37-3 (1972), as amended, pertaining to acquisition of property by public agencies.

Grantor fully understands that it has the right to receive just compensation for the Subject Property based on an appraisal, and Grantor waives such right to just compensation from Grantee and hereby donates the Subject Property to Grantee.

Grantor further understands that it has the right to request that a fair market value appraisal of the Subject Property be made, and Grantor hereby waives that right.

It is further understood and agreed that the consideration herein named is a full, complete, final payment and settlement of any claims or demands for payment to Grantor, its successors and assigns, for the Subject Property.

WITNESS the execution of this instrument on this, the 22 day of August, 2020.

GRANTOR:

Halo Development, LLC
A Mississippi limited liability company

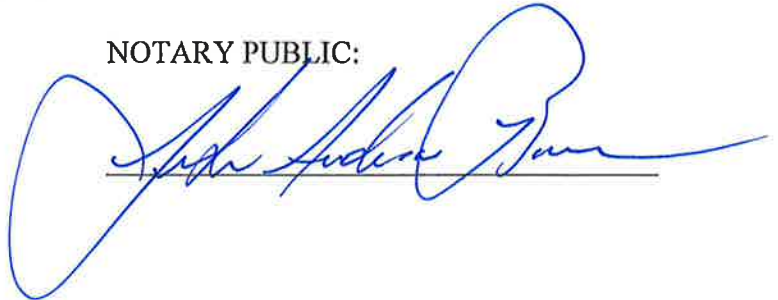
By:


Joseph Shifalo, Manager

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally came and appeared before me, the undersigned authority in and for the said county and state, on the 22nd day of August, 2020, within my jurisdiction, the within-named **Joseph Shifalo**, who proved to me on the basis of satisfactory evidence to be and acknowledged that he is the Manager of **Halo Development, LLC, a Mississippi limited liability company**, and that for and on behalf of said limited liability company and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

NOTARY PUBLIC:



My Commission Expires:



EXHIBIT "A"

A drainage and utility right-of-way being located in the SE 1/4 of the NE 1/4 of Section 31, Township 4 North, Range 13 West, Forrest County, City of Hattiesburg, Mississippi having bearings based upon Grid North, Mississippi State Plane Coordinates, East Zone, being more particularly described as follows:

Commence at a 2" metal pipe found marking the Southeast corner of said Section 31; thence run West for 897.13 feet; thence North 3900.26 feet to a 1/2" rebar set at the Northeast corner of the HALO Development, LLC property described in Deed Book 1263 at Page 436 as recorded in the office of the Chancery Clerk of Forrest County, Mississippi, to and for the POINT OF BEGINNING; thence North 55° 38' 16" West along the North boundary of said property for 64.23 feet to a 1/2" rebar set; thence leaving said North boundary, run South 11° 21' 30" West for 113.19 feet to a 1/2" rebar set; thence South 34° 21' 44" West along a line west of and parallel to the East boundary of the aforementioned property for 167.04 feet to a 1/2" rebar set; thence South 55° 38' 16" East for 20.00 feet to a 1/2" rebar set on the East boundary of the said HALO Development LLC property; thence North 34° 21' 44" East along said East boundary for 271.22 feet back to the Point of Beginning. Said right-of-way contains 0.18 acres more or less.

LOCAL GOVERNMENT OF THE CITY OF HILLSBORO, KANSAS
 PLAT OF DEDICATION OF RIGHT-OF-WAY AND EASEMENTS
 Prepared by: Clearpoint Consulting Engineers, P.A.
 Drawn by: J. M. Jones
 Date: 10/1/2010

The following is a true and correct copy of the original plat as recorded in the public records of the State of Kansas, and is subject to the provisions of the Kansas Statutes, Chapter 17, Article 26, Section 2-101, which provides that the original plat shall be retained in the public records of the State of Kansas for a period of ten years after the date of recording.



Clearpoint
 CONSULTING ENGINEERS, P.A.
 1000 West 10th Street, Suite 100
 Lawrence, Kansas 66044
 Phone: (781) 326-1234
 Fax: (781) 326-1235
 E-mail: info@clearpointeng.com
 The City of Hillsboro

247135

LEGEND
 1. DEDICATED RIGHT-OF-WAY
 2. EASEMENT
 3. EXISTING ROADWAY
 4. EXISTING UTILITY
 5. EXISTING LOT

- NOTES:
 1. See "A" for details of the proposed project.
 2. The proposed project is subject to the approval of the City of Hillsboro.
 3. The proposed project is subject to the approval of the State of Kansas.
 4. The proposed project is subject to the approval of the Federal Highway Administration.
 5. The proposed project is subject to the approval of the Environmental Protection Agency.

Line	From	To	Description
1	0+00	0+100	EXISTING ROADWAY
2	0+100	0+200	EXISTING ROADWAY
3	0+200	0+300	EXISTING ROADWAY
4	0+300	0+400	EXISTING ROADWAY
5	0+400	0+500	EXISTING ROADWAY



EXHIBIT "B"



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, October 6, 2020

Re: Acknowledge the setting of a public comment period, the setting of two (2) Virtual Public Hearings and two (2) publications providing notification of the same by the Mississippi Department of Transportation (MDOT) for the draft 2045 MULTIPLAN Statewide Long-Range Transportation Plan and the Hattiesburg-Petal-Forrest-Lamar MPO 2045 Metropolitan Transportation Plan.
File Number: 2020-684
Minute Book #

Summary

Acknowledge the setting of a public comment period, the setting of two (2) Virtual Public Hearings and two (2) publications providing notification of the same by the Mississippi Department of Transportation (MDOT) for the draft 2045 MULTIPLAN Statewide Long-Range Transportation Plan and the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) draft 2045 Metropolitan Transportation Plan.

Public comment period will begin October 16, 2020 and will end November 30, 2020.

Virtual Public Hearing #1 will be October 27, 2020 at 6:00 p.m.

Publication Dates: October 8, 2020 and October 15, 2020

Virtual Public Hearing #2 will be November 9, 2020 at 5:00 p.m.

Publication Dates: October 22, 2020 and October 29, 2020

Recommendation Statement

I recommend acknowledgement.

Please place this on the October 6, 2020 City Council meeting for consideration.

PUBLIC NOTICE

PUBLIC COMMENT PERIOD and VIRTUAL PUBLIC HEARING

Mississippi Department of Transportation

Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization

The Mississippi Department of Transportation (MDOT) and three of the state's Metropolitan Planning Organizations (MPOs) invite public review and comments on MULTIPLAN 2045 (Mississippi's Unified Long-Range Transportation Infrastructure Plan for the year 2045).

MULTIPLAN 2045 is a coordinated effort to develop MDOT's statewide long-range transportation plan and the plans for the Central Mississippi Planning and Development District (CMPDD) MPO, the Hattiesburg-Petal-Forrest-Lamar (HPFL) MPO, and the Gulf Regional Planning Commission (GRPC) MPO. It includes four separate plans that are developed simultaneously for consistency. MULTIPLAN 2045 addresses our transportation needs over a 25-year horizon and is updated every five years. The public is encouraged to review MULTIPLAN 2045 and make official comments. All comments received during the comment period will be considered prior to plan adoption.

Each proposed plan is located at www.mstransportationplan2045.com and will be available there for official review and comment during the timeframes indicated below:

CMPDD draft plan: Sept. 19 - Nov. 2, 2020

Statewide, HPFL, and GRPC draft plans: Oct. 16 – Nov. 30

Additionally, MDOT is hosting three joint virtual public meetings that will provide the public with the opportunity to hear presentations and make live comments on the proposed MULTIPLAN 2045. Information on the virtual meetings follows:

VIRTUAL PUBLIC MEETINGS

Date/Time	Hosts	Proposed Plans Available for Review
Thursday, Oct. 22, 6pm	MDOT and Central Mississippi Planning and Development District	Statewide Long-Range Plan and the Jackson area Metropolitan Transportation Plan
Tuesday, Oct. 27 6pm	MDOT and Hattiesburg-Petal-Forrest- Lamar MPO	Statewide Long-Range Plan and the HPFL Metropolitan Transportation Plan
Thursday, Oct. 29 6pm	MDOT and Gulf Regional Planning Commission	Statewide Long-Range Plan and the Gulf Coast Metropolitan Transportation Plan

Individuals who would like to participate in the virtual public meetings should visit www.mstransportationplan2045.com using a smart phone or computer for more information. After these meetings, recordings of the presentations will be available on the same website until the end of the 45-day comment periods listed above.

STATE RAIL PLAN UPDATE: MDOT is now updating its Mississippi State Rail Plan. At each of the MULTIPLAN virtual meetings listed above, state rail plan information will be presented, and MDOT representatives will be available to take comments. The proposed Rail Plan is expected to be available on www.gomdot.com (MDOT's website) in late 2020.

Anyone who may require auxiliary aids or special accommodations to participate should advise MDOT at least 10 business days in advance by calling 601.359.7685 or emailing planning@mdot.ms.gov.

Visit mstransportationplan2045.com to learn more.

PUBLIC NOTICE

PUBLIC COMMENT PERIOD and VIRTUAL PUBLIC HEARING

Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization

The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) invites public review and comments on the HPFL Metropolitan Transportation Plan and MULTIPLAN 2045, the Statewide Long-Range Transportation Infrastructure Plan through the year 2045.

MULTIPLAN 2045 is a coordinated effort to develop MDOT's statewide long-range transportation plan and the plans for the HPFL-MPO and other MPOs in the state. All plans are developed simultaneously for consistency. MULTIPLAN 2045 addresses our transportation needs over a 25-year horizon and is updated every five years. The public is encouraged to review MULTIPLAN 2045 and make official comments. All comments received during the comment period will be considered prior to plan adoption.

The proposed plan is located at www.mstransportationplan2045.com as well as www.hattiesburgms.com/mpo and will be available there for official review and comment during from Oct. 16 – Nov. 30, 2020.

Additionally, HPFL-MPO is hosting a virtual public meeting on the matter at 5:00 p.m. on November 9, 2020. This will include a recorded presentation from MDOT from earlier hearings as well as live interaction that will provide the public with the opportunity make comments on the proposed MULTIPLAN 2045.

Individuals who would like to participate in the virtual public meetings should contact the HPFL-MPO at 601.554.1008 by 1:00 p.m. on November 9th. Access to the hearing will be available by computer, smart phone, or land line telephone. Recordings of an October 27 presentations will also be available soon after October 27 at www.mstransportationplan2045.com until the end of the 45-day comment period.

Anyone who may require auxiliary aids or special accommodations to participate should advise the HPFL-MPO at least 10 business days in advance by calling 601.554.1008 or emailing aesters@hattiesburgms.com.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 6, 2020

Re: Acknowledge receipt of Notice of Adoption of the Motor Vehicle Assessment Schedule received from the Mississippi Department of Revenue and Adopt same for the City of Hattiesburg for the fiscal year beginning October 1, 2020 and ending September 30, 2021; and authorize publication of public notice and order setting a hearing for November 2, 2020 before the council to hear complaints or objections to the adoption of the Motor Vehicle Assessment Schedule.
File Number: 2020-687
Minute Book #

Summary

Acknowledge receipt of Notice of Adoption of the Motor Vehicle Assessment Schedule received from the Mississippi Department of Revenue and Adopt same for the City of Hattiesburg for the fiscal year beginning October 1, 2020 and ending September 30, 2021; and authorize publication of public notice and order setting a hearing for November 2, 2020 before the council to hear complaints or objections to the adoption of the Motor Vehicle Assessment Schedule.

Recommendation Statement

Please place this on the October 6, 2020 City Council meeting for consideration.

**UNIFORM
ASSESSMENT SCHEDULE**

**For
SPECIAL EQUIPMENT,
SEMI-TRAILERS, CONCESSION TRAILERS,
UTILITY TRAILERS,
BOAT TRAILERS,
HORSE AND STOCK TRAILERS**

FISCAL YEAR

2020-2021

AUGUST 1, 2020 THROUGH JULY 31, 2021

**Adopted by
DEPARTMENT OF REVENUE
Jackson, Mississippi**

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ORDER ADOPTING ASSESSMENT SCHEDULE FOR
MOTOR VEHICLE AD VALOREM TAXES FOR THE
FISCAL YEAR 2020-2021

WHEREAS, Section 27-51-15, Miss. Code Ann., provides that motor vehicles shall be assessed uniformly according to value and such assessed value shall be determined by an assessment schedule which shall be prepared and made of record by the Department of Revenue and shall be certified to the president of the board of supervisors of the various counties of the state, and to the mayor or the presiding officer of the municipal boards of the various municipalities, and municipal separate school districts of the state as the official motor vehicle assessment schedule which shall be used by the proper officials of both respective jurisdictions in assessing motor vehicle ad valorem taxes for the ensuing fiscal year; and,

WHEREAS, Section 27-51-19, Miss. Code Ann., provides that the Department of Revenue shall on or before the fifteenth day of June of each year, prepare and adopt an assessment schedule of motor vehicles, as defined in Section 27-51-5, Miss. Code Ann., which such assessment schedule, in its judgment, will tend to equalize the assessed value of property of this class with property of other classes in general, and which schedule, except as otherwise provided in Title 27, Chapter 51, Miss. Code Ann., as amended, shall be used by the tax collector of each county and each municipality and municipal separate school district, in assessing, calculating and collecting ad valorem taxes in each respective jurisdiction on all motor vehicles for such tax; and,

WHEREAS, said schedule, for the Fiscal Year 2020-2021 has been prepared in the manner and way required by law, and the assessment schedule for automobiles and most motorcycles is located in the computer network as part of the VIN/VIS System, with a copy of the schedule for special equipment, trailers, ambulances, and hearses (including motorcycles not included in the VIN/VIS system) attached hereto, and the Department of Revenue, being of the opinion that said schedule complies in all respects with the provisions of the aforesaid statute and amendments and should be adopted:

IT IS, THEREFORE, HEREBY ORDERED AND ADJUDGED that, the schedule for the Fiscal Year 2020-2021, for the assessment of ad valorem taxes for motor vehicles, as provided for by Title 27, Chapter 51, Miss. Code Ann., as amended, be and the same is hereby adopted for the purposes set forth in the aforesaid act and its amendments.

ORDERED AND ADJUDGED on this, the 26th day of May, 2020.

DEPARTMENT OF REVENUE,
Herb Frierson, Chairman

By Rishi Chisim
Director, Office of Property Tax

**DEPARTMENT OF REVENUE
PROPERTY ASSESSMENT BUREAU**

RULE 9. MOTOR VEHICLE ASSESSMENTS

Pursuant to Miss. Code Ann. Section 27-51-19, the Department of Revenue is required to annually prepare and adopt an assessment schedule for motor vehicles. In preparing this schedule, the Commission shall use a computer system package of assessments identified by the VIN ("vehicle identification number"). If the VIN does not produce an assessed value or if the computer system is not in operation, the local tax collector shall use the MSRP ("manufactured suggested retail price") with applicable depreciation percentage for the year in which the vehicle was manufactured.

The local tax collector shall be responsible for obtaining a source of MSRP(s) except for new vehicles. The taxpayer shall be responsible for supplying the MSRP for a new vehicle, by submitting a copy of the window sticker with the MSRP, to the tax collector at the time the tag is purchased.

The Department of Revenue will annually furnish to each tax collector an assessment schedule for trailers, motorcycles, special equipment, etc. to be used in the assessment of this type of property. This schedule will be furnished in hard copy or the Department of Revenue may use a computer system package of assessments identified by the VIN ("vehicle identification number"). If the VIN does not produce an assessed value or if the computer system is not in operation, the local tax collector shall use the MSRP ("manufactured suggested retail price") with applicable depreciation percentage for the year in which the vehicle was manufactured. For any model not listed, assess at 30% of current value if known, or use the "cost when new" multiplied by the percentages listed in the schedule for the years listed.

AUTOMOBILES & LIGHT TRUCKS

ASSESSMENT PERCENTAGES AND EXPLANATION

2021	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011 & older
27%	23%	19%	15%	12%	9%	7%	5%	4%	3%	\$100

The motor vehicle assessment adopted by the Department of Revenue, is the computer system package of assessments identified by the VIN (vehicle identification number). If the VIN does not produce an assessed value, the MSRP (manufacturer's suggested retail price) is entered in the system and is multiplied by the applicable percentage for the year in which the vehicle was manufactured.

The above percentages are used to calculate the assessed value for automobiles and light trucks.

These percentages represent the assessment ratio of 30% less applicable depreciation. The appropriate percentage is multiplied by the MSRP of the vehicle being tagged to arrive at the assessed value. For 2011 and older models the assessed value is \$100.

The Mississippi Constitution mandates that motor vehicles be assessed at 30% of true value. The Commission estimates that the true value of a new vehicle is approximately 90% of the MSRP. **The 30% assessment ratio multiplied by 90% produces an effective percentage of 27% that would be multiplied by the MSRP of new vehicles to arrive at assessed value.**

The Road and Privilege Tax on all passenger vehicles is \$15.00. See Sections 27-19-5 and 27-19-9, Miss. Code Ann., for the privilege tax on motorcycles, ambulances, hearses, school and church buses, and taxicabs.

AMBULANCES & HEARSEs

ASSESSMENT PERCENTAGES

2021	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011 & older
27%	23%	19%	15%	12%	9%	7%	5%	4%	3%	\$100

MOTORCYCLES

ASSESSMENT PERCENTAGES

2021	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011 & older
27%	23%	17%	12%	9%	7%	6%	5%	4%	3%	2%

When assessing motorcycles enter the appropriate value and the assessment will be calculated by the percentage listed in the table. For any model not listed, use the "cost when new" multiplied by the percentages for the years listed.

SPECIAL EQUIPMENT & TRAILERS

ASSESSMENT PERCENTAGES

2021	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011 & older
30%	23%	17%	12%	9%	7%	6%	5%	4%	3%	2%

When assessing special equipment or trailers enter the appropriate value and the assessment will be calculated by the percentage listed in the table. For any model not listed, assess at 30% of current value if known or use the "cost when new" multiplied by the percentages for the years listed.

SEMI-TRAILERS

VAN TYPE

VALUES

***DRY FREIGHT
ALL PURPOSE***

**Aluminum, Plywood Walls,
Wood Floor**

40' - 43'-----	\$	26,916
45'-----	\$	31,962
48'-----	\$	33,679
53'-----	\$	35,396



SEMI-TRAILERS

SIDE CURTAIN

VALUES

DRY FREIGHT

Steel and Aluminum

45'-----	\$	37,000
48'-----	\$	40,000
53'-----	\$	42,000



SEMI-TRAILERS**REFRIGERATED****VALUES*****REFRIGERATED
aka REEFER*****Aluminum, Insulated,
Extruded Aluminum Floor**

40' - 43'-----	\$	58,637
45'-----	\$	62,929
48'-----	\$	66,648
53'-----	\$	68,573

**SEMI-TRAILERS****DROP DECK VAN****VALUES****Aluminum, Plywood Walls, Hardwood Floor**

40' - 43'-----	\$	48,980
45'-----	\$	50,375
48'-----	\$	51,769
53'-----	\$	53,163



SEMI-TRAILERS**FLATBED TYPE****VALUES*****FLATBED*****Steel, Wood Floor**

40'-----	\$	33,558
45'-----	\$	34,890
48'-----	\$	36,055
53'-----	\$	40,300

**SEMI-TRAILERS****FLATBED TYPE****VALUES*****FLATBED*****Aluminum**

40'-----	\$	39,280
45'-----	\$	40,612
48'-----	\$	41,777
53'-----	\$	46,022



SEMI-TRAILERS**FLATBED TYPE****VALUES****Steel, Wood Floor*****DROP DECK FLAT***

40' - 43'-----	\$	42,498
45'-----	\$	43,893
48'-----	\$	45,287
53'-----	\$	46,681

**SEMI-TRAILERS****FLATBED TYPE****VALUES*****DROP DECK FLAT*****Aluminum**

40' - 43'-----	\$	48,980
45'-----	\$	50,375
48'-----	\$	51,769
53'-----	\$	53,163



SEMI-TRAILERS**LOWBOY****VALUES*****LOWBOY*****Fixed Gooseneck**

25 Ton-----	\$	55,622
35 Ton-----	\$	59,170
50 Ton-----	\$	63,778
60 Ton-----	\$	67,279

**SEMI-TRAILERS****LOWBOY****VALUES*****LOWBOY*****Detachable Gooseneck**

25 Ton-----	\$	62,648
35 Ton-----	\$	66,196
50 Ton-----	\$	70,804
60 Ton-----	\$	74,305



SEMI-TRAILERS**LOG TRAILER****VALUES*****LOG TRAILER***

4 Bolster-----	\$	20,000
Home Made-----	\$	10,000

**SEMI-TRAILERS****FEED TRAILER****VALUES*****FEED***

Aluminum-----	\$	49,000
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<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES	
PNEUMATIC DRY BULK aka POSSUM BELLY	Aluminum		
	40' or less-----	\$	80,913
	42' -----	\$	82,935
Cement, Lime, Sand, Etc.	Steel		
	40' or less-----	\$	61,249
	42' -----	\$	63,271



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES	
ASPHALT	Aluminum, Mild Steel		
	Liquid Asphalt-----	\$	56,404



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
	Stainless Steel	
<i>Uncoded</i>		
	Less than 7000 Gal-----	\$ 66,113
	7000 Gal-----	\$ 70,872
	More than 7000 Gal-----	\$ 73,655

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
	Stainless Steel	
<i>MC 406, 407 & 408</i>	Multi-Purpose cargo	
	Less than 7000 Gal-----	\$ 77,870
	7000 Gal-----	\$ 82,629
	More than 7000 Gal-----	\$ 85,412

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
	Stainless Steel	
<i>MC 200, 201 & 312</i>	Rubber Lined	
	Less than 7000 Gal-----	\$ 88,170
	7000 Gal-----	\$ 92,929
	More than 7000 Gal-----	\$ 95,712

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
	Stainless Steel	
<i>MC 331</i>	Compressed gases	
	Less than 7000 Gal-----	\$ 100,083
	7000 Gal-----	\$ 104,842
	More than 7000 Gal-----	\$ 107,625



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>Uncoded</i>	Aluminum	
	Less Than 8,000 Gallons-----	\$ 56,885
	8,000 – 9,000 Gallons-----	\$ 57,202
	10,000 Gallons-----	\$ 59,723

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>MC 406,407 & 408</i>	Aluminum	
	Multi-Purpose cargo	
	Less Than 8,000 Gallons-----	\$ 77,954
	8,000 – 9,000 Gallons-----	\$ 78,271
	10,000 Gallons-----	\$ 80,792

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>MC 200, 201 &312</i>	Aluminum	
	Rubber Lined	
	Less Than 8,000 Gallons-----	\$ 86,435
	8,000 – 9,000 Gallons-----	\$ 86,752
	10,000 Gallons-----	\$ 89,273

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>MC 331</i>	Aluminum	
	Compressed gases	
	Less Than 8,000 Gallons-----	\$ 97,885
	8,000 – 9,000 Gallons-----	\$ 98,202
	10,000 Gallons-----	\$ 100,723



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
LIQUIFIED GASES MC 308	Aluminum, Carbon Steel	
	Less Than 8,000 Gallons-----	\$ 90,736
	8,000 – 9,000 Gallons-----	\$ 91,039
	10,000 Gallons-----	\$ 93,463



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
SANITARY	Less Than 8,000 Gallons-----	\$ 50,598
FOOD GRADE	8,000 – 9,000 Gallons-----	\$ 55,173
Milk, Water, Syrup, Etc.	10,000 Gallons-----	\$ 57,848



SEMI-TRAILERS**GRAIN****VALUES*****GRAIN*****Hopper & Conveyor (Walking Floor)*****Aluminum***

1 Hopper & Conveyor-----	\$	40,513
2 Hopper & Conveyor-----	\$	41,796
3 or more Hopper-----	\$	42,754

Steel

1 Hopper & Conveyor-----	\$	31,684
2 Hopper & Conveyor-----	\$	32,967
3 or more Hopper-----	\$	33,925

**SEMI-TRAILERS****LIVESTOCK****VALUES*****LIVESTOCK******Aluminum***

Less Than 42'-----	\$	57,031
43'- 47'-----	\$	60,256
48'-----	\$	64,210
53'-----	\$	66,083

Stainless Steel

Less Than 42'-----	\$	51,205
43'- 47'-----	\$	54,430
48'-----	\$	58,384
53'-----	\$	60,257



SEMI-TRAILERS**DUMP TYPE****VALUES****Aluminum**

24'-33'-----	\$	52,486
34'-35'-----	\$	58,156
36'-----	\$	58,884

Stainless Steel

24'-33'-----	\$	42,810
34'-35'-----	\$	48,480
36'-----	\$	49,208



<u>SEMI-TRAILERS</u>	AUTO TRANSPORT	VALUES
	Most-----	\$ 65,000



<u>SEMI-TRAILERS</u>	CHIP	VALUES
<i>CHIP</i>	Aluminum	
	42'-----	\$ 28,842
	45'-----	\$ 29,527
	48'-----	\$ 33,226
	53'-----	\$ 33,911



**CONCESSION
TRAILERS**

BUMPER PULL

VALUES

5X10-----	\$	11,500
6X10-----	\$	12,000
6X12-----	\$	12,650
6X14-----	\$	14,750
7X14-----	\$	21,600
7X16-----	\$	22,600
7X18-----	\$	23,285
7X20-----	\$	24,385
8X12-----	\$	19,500
8X14-----	\$	19,995
8X16-----	\$	20,995
8X18-----	\$	26,995
8X20-----	\$	31,990
8X24-----	\$	33,990
8X28-----	\$	35,799
8X30-----	\$	37,500



**CONCESSION
TRAILERS**

BBQ TRAILER

VALUES

8X16-----	\$	30,000
8X18-----	\$	32,000
8X20-----	\$	34,000
8X28-----	\$	51,995
8X32-----	\$	71,995



**CONCESSION
TRAILERS**

GOOSENECK

VALUES

8X20-----	\$	34,000
8X36-----	\$	53,000



UTILITY TRAILER

MOTORCYCLE

VALUES

PULL BEHIND

ALL-----

\$ 1,500



MOTORCYCLE

VALUES

**PULL BEHIND
CAMPER**

ALL-----

\$ 2,500



<u>UTILITY TRAILER</u>	<u>SINGLE OR DOUBLE AXLE</u>	<u>VALUES</u>	
FLAT BED, TILT OR DROP GATE	4X6-----	\$	548
	4X8-----	\$	700
	4X10-----	\$	850
	5X8-----	\$	1,000
	5X10-----	\$	1,345
	5X12-----	\$	1,570
	5X14-----	\$	1,595
	6X8-----	\$	1,625
	6X10-----	\$	1,670
	6X12-----	\$	1,750
	6X14-----	\$	1,765
	6X16-----	\$	1,775
	6X18-----	\$	2,265
	7X10-----	\$	2,225
	7X12-----	\$	2,335
	7X14-----	\$	2,725
	7X16-----	\$	2,775
	7X18-----	\$	3,105
	7X20-----	\$	3,650
	8X12-----	\$	3,770
	8X14-----	\$	4,022
	8X16-----	\$	4,144
	8X18-----	\$	4,327
	8X20-----	\$	4,509
	9X12-----	\$	4,884
	9X14-----	\$	5,259
	9X16-----	\$	5,634
	9X18-----	\$	6,009
	9X20-----	\$	6,384
	9X24-----	\$	6,759



UTILITY TRAILER**DUMP****VALUES**

4X6-----	\$	2,680
4X8-----	\$	3,200
4X9-----	\$	4,000
5X8-----	\$	5,200
5X10-----	\$	5,690
5X12-----	\$	6,080
6X10-----	\$	6,752
6X12-----	\$	6,880
6X14-----	\$	6,960
6X16-----	\$	7,000
7X10-----	\$	7,024
7X12-----	\$	7,072
7X14-----	\$	7,200
7X16-----	\$	7,344
7X20-----	\$	7,392
8X16-----	\$	7,520
8X18-----	\$	7,760
9X20-----	\$	8,616



<u>UTILITY TRAILER</u>	<u>EQUIPMENT</u>	<u>VALUES</u>	
SOLID FLOOR WITH RAMPS OR DOVE TAIL	6X20-----	\$	2,200
	6X24-----	\$	3,190
	7X14-----	\$	3,580
	7X16-----	\$	3,690
	7X18-----	\$	3,750
	7X20-----	\$	3,945
	7X24-----	\$	4,000
	8X20-----	\$	4,350
	8X25-----	\$	4,575
	9X18-----	\$	4,590
	9X24-----	\$	4,610
	9X26-----	\$	4,690



UTILITY TRAILER**EQUIPMENT****VALUES****GOOSENECK AND
GOOSENECK / PINTEL**

6X16-----	\$	3,499
6X18-----	\$	3,580
6X20-----	\$	3,629
6X24-----	\$	4,417
7X18-----	\$	4,428
7X20-----	\$	4,622
7X22-----	\$	4,671
7X24-----	\$	4,741
7X26-----	\$	4,763
8X20-----	\$	4,995
8X24-----	\$	5,005
8X26-----	\$	5,070
9X20-----	\$	5,130
9X24-----	\$	5,260
9X26-----	\$	5,616



<u>UTILITY TRAILER</u>	CAR CARRIER	VALUES	
OPEN / DRIVE ON	6X20-----	\$	2,479
	6X24-----	\$	2,647
	7X14-----	\$	2,680
	7X16-----	\$	2,774
	7X18-----	\$	2,900
	7X20-----	\$	3,173
	7X24-----	\$	3,216
	8X20-----	\$	3,337
	8X25-----	\$	3,404
	9X18-----	\$	3,524
	9X24-----	\$	3,678
	9X26-----	\$	3,712



<u>UTILITY TRAILER</u>	CAR CARRIER	VALUES	
ENCLOSED	8X18-----	\$	10,200
	8X20-----	\$	11,700
	8X22-----	\$	12,360
	8X24-----	\$	12,990
	8X26-----	\$	13,680
	8X28-----	\$	13,800
	8X30-----	\$	14,450
	8X32-----	\$	15,000
	8X34-----	\$	15,380
	9X18-----	\$	15,720
	9X20-----	\$	16,290
	9X22-----	\$	16,400
	9X24-----	\$	16,860
	9X26-----	\$	16,990
	9X28-----	\$	17,100
	9X30-----	\$	17,280
	9X32-----	\$	17,310



UTILITY TRAILER**CAR CARRIER****VALUES****ENCLOSED V-
NOSE**

8X20-----	\$	11,900
8X22-----	\$	12,100
8X24-----	\$	13,225
8X26-----	\$	13,790
8X28-----	\$	14,355
8X30-----	\$	14,820
8X32-----	\$	15,320
8X34-----	\$	16,395



<u>UTILITY TRAILER</u>	<u>CAR CARRIER</u>	<u>VALUES</u>
ENCLOSED	8X20-----	\$ 12,970
	8X22-----	\$ 13,125
	8X24-----	\$ 13,200
GOOSENECK / PINTEL	8X26-----	\$ 13,320
	8X28-----	\$ 14,510
	8X30-----	\$ 14,760
	8X32-----	\$ 15,280
	8X34-----	\$ 15,500
	8X36-----	\$ 15,570
	8X38-----	\$ 15,900
	8X40-----	\$ 16,375
	8X42-----	\$ 16,550
	8X44-----	\$ 16,750
	8X46-----	\$ 16,900
	8X48-----	\$ 17,275
	8X50-----	\$ 17,500
	8X53-----	\$ 18,090
	9X28-----	\$ 18,500
	9X32-----	\$ 19,050
	9X44-----	\$ 19,900
	9X48-----	\$ 26,215
	9X50-----	\$ 26,800



UTILITY TRAILER**CARGO****VALUES****PULL BEHIND
TANDEM AXLE**

6X8-----	\$	2,578
6X10-----	\$	3,845
6X12-----	\$	4,132
6X14-----	\$	4,429
6X16-----	\$	4,721
7X12-----	\$	4,323
7X14-----	\$	4,530
7X16-----	\$	4,800
7X18-----	\$	5,113
7X20-----	\$	5,413
7X22-----	\$	5,713
7X24-----	\$	6,013
8X12-----	\$	4,482
8X14-----	\$	5,134
8X16-----	\$	5,334
8X18-----	\$	5,534
8X20-----	\$	5,734
8X22-----	\$	5,934
8X24-----	\$	6,365
8X26-----	\$	6,565
8X28-----	\$	6,765
8X32-----	\$	6,965



<u>UTILITY TRAILER</u>	<u>CARGO</u>	<u>VALUES</u>	
PULL BEHIND TANDEM AXLE V-NOSE	6X12-----	\$	4,658
	6X14-----	\$	4,774
	6X16-----	\$	4,974
	6X18-----	\$	5,159
	6X20-----	\$	5,436
	7X12-----	\$	4,874
	7X14-----	\$	5,205
	7X16-----	\$	5,467
	7X18-----	\$	5,651
	7X20-----	\$	5,890
	7X22-----	\$	6,006
	7X24-----	\$	6,468
	8X14-----	\$	5,544
	8X16-----	\$	5,805
	8X18-----	\$	6,098
	8X20-----	\$	6,483



<u>UTILITY TRAILER</u>	<u>CARGO</u>	<u>VALUES</u>	
PULL BEHIND SINGLE AXLE	4X6-----	\$	1,534
	5X6-----	\$	1,804
	5X8-----	\$	2,074
	5X10-----	\$	2,344
	5X12-----	\$	2,614
	6X10-----	\$	2,694
	6X12-----	\$	2,938
	6X14-----	\$	3,203
	7X12-----	\$	3,453
	7X14-----	\$	3,703
	7X16-----	\$	3,453
	8X12-----	\$	3,703
	8X14-----	\$	3,953



UTILITY TRAILER**CARGO****VALUES**

PULL BEHIND	5X8-----	\$	2,592
SINGLE AXLE	5X10-----	\$	2,805
V-NOSE	5X12-----	\$	2,902
	6X10-----	\$	3,018
	6X12-----	\$	3,199
	6X14-----	\$	3,315
	7X12-----	\$	3,605



<u>UTILITY TRAILER</u>	<u>CARGO</u>	<u>VALUES</u>	
GOOSENECK TANDEM AXLE	7X14-----	\$	4,500
	7X16-----	\$	4,650
	7X18-----	\$	4,770
	7X20-----	\$	4,920
	7X22-----	\$	4,990
	7X24-----	\$	5,180
	8X14-----	\$	4,870
	8X16-----	\$	5,050
	8X18-----	\$	5,190
	8X20-----	\$	5,290
	8X22-----	\$	5,505
	8X24-----	\$	5,880



UTILITY TRAILER**CARGO****VALUES****GOOSENECK
TRI-AXLE**

9X34-----	\$	8,990
9X36-----	\$	9,625
9X38-----	\$	10,225
9X40-----	\$	10,800
9X42-----	\$	11,300
9X44-----	\$	11,775
9X46-----	\$	12,400
9X48-----	\$	15,000



BOAT TRAILER**SINGLE AXLE****VALUES**

15'-----	\$	820
16'-----	\$	895
17'-----	\$	1,300
18'-----	\$	1,500
19'-----	\$	1,610
20'-----	\$	1,795
21'-----	\$	2,050
22'-----	\$	2,245



BOAT TRAILER**TANDEM AXLE****VALUES**

17'-----	\$	1,575
18'-----	\$	1,855
19'-----	\$	2,105
20'-----	\$	2,195
21'-----	\$	2,455
22'-----	\$	2,720
23'-----	\$	3,220
24'-----	\$	3,695
25'-----	\$	4,165
26'-----	\$	4,640
27'-----	\$	5,125
28'-----	\$	5,385
29'-----	\$	5,670
30'-----	\$	5,970
31'-----	\$	6,220
32'-----	\$	6,550
33'-----	\$	6,900
34'-----	\$	7,235
35'-----	\$	7,635
36'-----	\$	8,035



BOAT TRAILER**TRI - AXLE****VALUES**

26'-----	\$	5,245
27'-----	\$	5,515
28'-----	\$	5,815
29'-----	\$	6,120
30'-----	\$	6,440
31'-----	\$	6,705
32'-----	\$	7,075
33'-----	\$	7,435
34'-----	\$	7,835
35'-----	\$	8,240
36'-----	\$	8,635
37'-----	\$	9,135
38'-----	\$	9,325
39'-----	\$	10,130
40'-----	\$	10,655



HORSE AND STOCK TRAILERS

4-STAR

HORSE TRAILER TACK/DRESS ROOM

BUMPER PULL

2 HORSE-----	\$	15,254
3 HORSE-----	\$	19,872
4 HORSE-----	\$	24,132

GOOSENECK

2 HORSE-----	\$	18,774
3 HORSE-----	\$	22,900
4 HORSE-----	\$	33,800
5 HORSE-----	\$	42,800
6 HORSE-----	\$	49,916

ALUM-LINE

STOCK TRAILER

BUMPER PULL

14'-----	\$	9,919
16'-----	\$	10,715
18'-----	\$	11,458

GOOSENECK

17'-----	\$	14,640
19'-----	\$	15,383
21'-----	\$	16,019
23'-----	\$	16,868
25'-----	\$	17,504
27'-----	\$	18,354
29'-----	\$	19,043
31'-----	\$	19,944

ALUM-LINE**HORSE TRAILER****BUMPER PULL**

2 HORSE-----	\$	12,624
3 HORSE-----	\$	14,322

GOOSENECK

3 HORSE-----	\$	17,823
4 HORSE-----	\$	19,732
5 HORSE-----	\$	21,324
6 HORSE-----	\$	23,233

**CHARMAC
ALUMINUM****STOCK TRAIER****BUMPER PULL**

16'-----	\$	9,942
18'-----	\$	10,397

GOOSENECK

16'-----	\$	11,447
18'-----	\$	12,625
20'-----	\$	12,837
22'-----	\$	13,367
24'-----	\$	14,004

HORSE TRAILER**BUMPER PULL**

2 HORSE-----	\$	13,528
3 HORSE-----	\$	14,888
4 HORSE-----	\$	16,663

GOOSENECK

2 HORSE-----	\$	15,171
3 HORSE-----	\$	16,727
4 HORSE-----	\$	18,283
5 HORSE-----	\$	20,378
6 HORSE-----	\$	22,421

CHARMAC
STEEL

STOCK TRAILER

BUMPER PULL

12'-----	\$	5,799
14'-----	\$	6,223
26'-----	\$	6,507
18'-----	\$	6,789

GOOSENECK

14'-----	\$	8,347
16'-----	\$	8,630
18'-----	\$	8,913
20'-----	\$	9,196
22'-----	\$	9,765
24'-----	\$	10,330
26'-----	\$	10,572
28'-----	\$	11,387

CHARMAC
STEEL

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	10,118
3 HORSE-----	\$	11,349
4 HORSE-----	\$	14,074

GOOSENECK

2 HORSE-----	\$	13,403
3 HORSE-----	\$	14,357
4 HORSE-----	\$	15,737
5 HORSE-----	\$	17,522
6 HORSE-----	\$	18,407

HORSE TRAILER
WITH LIVING QUARTERS

GOOSENECK

3 HORSE-----	\$	36,990
4 HORSE-----	\$	39,130

CIRCLE D**STOCK TRAILER**

GOOSENECK

16'-----	\$	7,532
18'-----	\$	7,850
20'-----	\$	8,275
24'-----	\$	8,911

CM-ALUMINUM**STOCK TRAILER**

BUMPER PULL

16'-----	\$	14,790
----------	----	--------

GOOSENECK

16'-----	\$	17,994
20'-----	\$	18,360
24'-----	\$	20,220
28'-----	\$	21,659

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	20,500
3 HORSE-----	\$	23,800
4 HORSE-----	\$	28,050

GOOSENECK

2 HORSE-----	\$	22,525
3 HORSE-----	\$	25,576
4 HORSE-----	\$	29,395
5 HORSE-----	\$	31,150
6 HORSE-----	\$	34,800

CM-STEEL**STOCK TRAILER**

BUMPER PULL

10'-----	\$	4,774
12'-----	\$	5,092
14'-----	\$	5,728
16'-----	\$	5,994
17'-----	\$	6,859

GOOSENECK

12'-----	\$	8,142
14'-----	\$	8,514
16'-----	\$	8,699
20'-----	\$	9,813
24'-----	\$	11,458
28'-----	\$	13,526
32'-----	\$	15,012

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	6,604
3 HORSE-----	\$	9,525

DIAMOND D**STOCK TRAILER**

BUMPER PULL

12'-----	\$	4,698
16'-----	\$	5,074

GOOSENECK

12'-----	\$	6,058
14'-----	\$	6,490
16'-----	\$	7,759
18'-----	\$	8,539
20'-----	\$	8,757
24'-----	\$	9,511
28'-----	\$	10,150
32'-----	\$	10,723

DIAMOND D**HORSE TRAILER
WITH TACK ROOM**

BUMPER PULL

2 HORSE-----	\$	5,404
3 HORSE-----	\$	6,818

GOOSENECK

2 HORSE-----	\$	7,871
3 HORSE-----	\$	7,954
4 HORSE-----	\$	8,213
5 HORSE-----	\$	10,371

DIAMOND D**HORSE TRAILER
WITH DRESS ROOM**

BUMPER PULL

2 HORSE-----	\$	8,743
3 HORSE-----	\$	9,948
4 HORSE-----	\$	11,273

**HORSE TRAILER
WITH TACK/DRESS ROOM**

GOOSENECK

2 HORSE-----	\$	11,473
3 HORSE-----	\$	12,850
4 HORSE-----	\$	14,504
5 HORSE-----	\$	15,475
6 HORSE-----	\$	17,770

**HORSE TRAILER
WITH LIVING QUARTERS**

GOOSENECK

3 HORSE-----	\$	31,117
4 HORSE-----	\$	32,392

DONAHUE**STOCK TRAILER****GOOSENECK**

16'-----	\$	6,895
20'-----	\$	7,903
24'-----	\$	8,699
28'-----	\$	10,609

GOOSENECK w/HALF TOP

16'-----	\$	7,426
20'-----	\$	8,434
24'-----	\$	8,911

STOCK/COMBO TRAILER**GOOSENECK**

16'-----	\$	7,850
20'-----	\$	8,964
24'-----	\$	9,654

DREAM COACH
EMERALD**HORSE TRAILER****BUMPER PULL**

EMERALD 1-----	\$	15,489
EMERALD 2-----	\$	15,798

GOOSENECK

EMERALD 1	2 HORSE-----	\$	16,868
EMERALD 2	2 HORSE-----	\$	17,133
EMERALD 1	3 HORSE-----	\$	18,327
EMERALD 2	3 HORSE-----	\$	18,804

HORSE TRAILER
W/LIVING QUARTERS

EMERALD 1	2 HORSE-----	\$	20,502
EMERALD 2	2 HORSE-----	\$	22,787
EMERALD 1	3 HORSE-----	\$	23,287
EMERALD 2	3 HORSE-----	\$	23,764

DREAM COACH
SILVER/PLATINUM

HORSE TRAILER

BUMPER PULL

SILVER-----	\$	17,597
PLATINUM-----	\$	20,151

GOOSENECK

2 HORSE SILVER-----	\$	19,096
2 HORSE PLATINUM-----	\$	23,076
3 HORSE SILVER-----	\$	24,128
3 HORSE PLATINUM-----	\$	27,902

HORSE TRAILER
w/LIVING QUARTERS

GOOSENECK

2 HORSE SILVER-----	\$	24,400
2 HORSE PLATINUM-----	\$	27,530
3 HORSE SILVER-----	\$	27,742
3 HORSE PLATINUM-----	\$	30,713

ELITE

STOCK TRAILER

BUMPER PULL

16'-----	\$	13,172
18'-----	\$	14,800

GOOSENECK

16'-----	\$	13,090
20'-----	\$	14,259
24'-----	\$	16,098
28'-----	\$	16,985

ELITE**HORSE TRAILER**

BUMPER PULL

2 HORSE-----	\$	20,369
3 HORSE-----	\$	24,400

GOOSENECK

2 HORSE-----	\$	22,173
3 HORSE-----	\$	26,231
4 HORSE-----	\$	31,049
5 HORSE-----	\$	35,487
6 HORSE-----	\$	40,049

EXISS**STOCK TRAILER**

BUMPER PULL

13'-----	\$	13,155
16'-----	\$	14,693

STOCK/COMBO TRAILER

BUMPER PULL

13'-----	\$	14,799
16'-----	\$	16,762

GOOSENECK

16'-----	\$	14,746
18'-----	\$	15,652
20'-----	\$	16,974
24'-----	\$	19,096

EXISS**HORSE TRAILER****BUMPER PULL**

2 HORSE-----	\$	14,158
3 HORSE-----	\$	16,195

GOOSENECK

2 HORSE-----	\$	15,431
3 HORSE-----	\$	16,598
4 HORSE-----	\$	26,556
5 HORSE-----	\$	31,789
6 HORSE-----	\$	33,233

HORSE TRAILER
w/LIVING QUARTERS**GOOSENECK**

3 HORSE-----	\$	48,678
4 HORSE-----	\$	61,524
7 HORSE-----	\$	74,686

FEATHERLITE
ALUMINUM**STOCK TRAILER****BUMPER PULL**

10'-----	\$	11,850
12'-----	\$	12,346
14'-----	\$	13,290
16'-----	\$	14,335
18'-----	\$	14,708

GOOSENECK

16'-----	\$	15,341
18'-----	\$	15,750
20'-----	\$	16,175
24'-----	\$	17,706
30'-----	\$	22,261

FEATHERLITE
ALUMINUM

STOCK/COMBO TRAILER

BUMPER PULL

12'-----	\$	11,380
16'-----	\$	12,423
18' 3 HORSE-----	\$	18,170
20' 4 HORSE-----	\$	19,716

GOOSENECK

16'-----	\$	17,670
18'-----	\$	17,689
20'-----	\$	18,785
24'-----	\$	20,379

FEATHERLITE
ALUMINUM

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	21,620
3 HORSE-----	\$	29,189
4 HORSE-----	\$	33,206

GOOSENECK

2 HORSE-----	\$	29,141
3 HORSE-----	\$	30,144
4 HORSE-----	\$	86,770
5 HORSE-----	\$	100,100
6 HORSE-----	\$	109,085
7 HORSE-----	\$	115,047
8 HORSE-----	\$	122,870

HORSE TRAILER
w/LIVING QUARTERS

GOOSENECK

2 HORSE-----	\$	55,408
3 HORSE-----	\$	66,719
4 HORSE-----	\$	66,975

FEATHERLITE
STEEL

STOCK TRAILER

BUMPER PULL

12'-----	\$	4,925
16'-----	\$	5,415

GOOSENECK

12'-----	\$	5,994
14'-----	\$	6,482
16'-----	\$	7,620
18'-----	\$	8,407
20'-----	\$	8,537
24'-----	\$	9,325

FEATHERLITE
STEEL

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	9,628
3 HORSE-----	\$	10,999
4 HORSE-----	\$	12,290

GOOSENECK

2 HORSE-----	\$	12,500
3 HORSE-----	\$	13,957
4 HORSE-----	\$	15,734
5 HORSE-----	\$	16,739
6 HORSE-----	\$	19,178

HORSE TRAILER w/LIVING QUARTERS

GOOSENECK

3 HORSE-----	\$	36,824
4 HORSE-----	\$	38,539

HART**HORSE TRAILER**

BUMPER PULL

2 HORSE-----	\$	17,717
3 HORSE-----	\$	21,191

GOOSENECK

2 HORSE-----	\$	21,562
3 HORSE-----	\$	25,037
4 HORSE-----	\$	28,026
5 HORSE-----	\$	35,434

HORSE TRAILER
w/LIVING QUARTERS

GOOSENECK

2 HORSE-----	\$	34,387
3 HORSE-----	\$	39,240
4 HORSE-----	\$	45,499

HILLSBORO
ALUMINUM**STOCK TRAILER**

GOOSENECK

16'-----	\$	18,241
18'-----	\$	19,736
20'-----	\$	20,772
22'-----	\$	21,444
24'-----	\$	21,900
26'-----	\$	26,833
28'-----	\$	27,538
30'-----	\$	33,493
32'-----	\$	34,303
34'-----	\$	35,095

HILLSBORO
STEEL

STOCK TRAILER

GOOSENECK

16'-----	\$	8,221
18'-----	\$	8,672
20'-----	\$	8,999
24'-----	\$	10,294
28'-----	\$	12,318

HILLSBORO
ALUMINUM

STOCK/COMBO TRAILER

GOOSENECK

3 HORSE-----	\$	22,766
4 HORSE-----	\$	26,140

STEEL

3 HORSE-----	\$	11,230
4 HORSE-----	\$	12,477

JACKSON

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	12,853
3 HORSE-----	\$	15,022
4 HORSE-----	\$	16,709

GOOSENECK

2 HORSE-----	\$	15,786
3 HORSE-----	\$	19,202
4 HORSE-----	\$	23,283
6 HORSE-----	\$	28,278

KIEFER BUILT
ALUMINUM

STOCK TRAILER

BUMPER PULL

16'-----	\$	11,882
18'-----	\$	13,632
20'-----	\$	13,950

GOOSENECK

16'-----	\$	17,239
18'-----	\$	18,035
20'-----	\$	18,141
22'-----	\$	19,255
24'-----	\$	20,157
26'-----	\$	23,817
28'-----	\$	23,870
30'-----	\$	24,050
32'-----	\$	24,165
34'-----	\$	25,389
36'-----	\$	27,279
38'-----	\$	29,222
40'-----	\$	31,290

KIEFER BUILT
ALUMINUM

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	17,356
3 HORSE-----	\$	18,756

GOOSENECK

2 HORSE-----	\$	23,251
3 HORSE-----	\$	25,835
4 HORSE-----	\$	27,689
5 HORSE-----	\$	31,814
6 HORSE-----	\$	33,895

KIEFER BUILT
ALUMINUM SKIN

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	10,845
3 HORSE-----	\$	11,300
4 HORSE-----	\$	13,105

GOOSENECK

2 HORSE-----	\$	14,600
3 HORSE-----	\$	21,170
4 HORSE-----	\$	23,345

LOGAN COACH

STOCK TRAILER

BUMPER PULL

13'-----	\$	4,905
16'-----	\$	5,730

GOOSENECK

16'-----	\$	8,735
18'-----	\$	9,224
20'-----	\$	9,377
24'-----	\$	10,502

LOGAN COACH

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	11,675
3 HORSE-----	\$	13,845
4 HORSE-----	\$	15,450

GOOSENECK

2 HORSE-----	\$	13,192
3 HORSE-----	\$	18,261
4 HORSE-----	\$	23,727

MERHOW
ALUMINUM

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	15,745
3 HORSE-----	\$	19,695
4 HORSE-----	\$	22,670

GOOSENECK

2 HORSE-----	\$	19,760
3 HORSE-----	\$	23,660
4 HORSE-----	\$	26,560

MERHOW
STEEL

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	12,895
3 HORSE-----	\$	16,073
4 HORSE-----	\$	18,850

GOOSENECK

2 HORSE-----	\$	16,690
3 HORSE-----	\$	19,930
4 HORSE-----	\$	22,448

PONDEROSA
STEEL

STOCK TRAILER

14'-----	\$	3,554
16'-----	\$	3,729
18'-----	\$	3,914

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	4,495
3 HORSE-----	\$	5,295

GOOSENECK

3 HORSE-----	\$	6,995
4 HORSE-----	\$	7,495

SOONER TRAILER**STOCK TRAILER**

GOOSENECK

16'-----	\$	13,890
20'-----	\$	14,170
24'-----	\$	18,501
26'-----	\$	22,840
28'-----	\$	23,862

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	15,122
3 HORSE-----	\$	17,600

GOOSENECK

2 HORSE-----	\$	15,900
3 HORSE-----	\$	21,715
4 HORSE-----	\$	25,367
5 HORSE-----	\$	25,759
6 HORSE-----	\$	40,328

SUNDOWNER**STOCK TRAILER**

BUMPER PULL

12'-----	\$	12,932
14'-----	\$	13,743
16'-----	\$	14,274
18'-----	\$	14,762
20'-----	\$	15,505
22'-----	\$	16,003

GOOSENECK

16'-----	\$	15,324
18'-----	\$	15,770
20'-----	\$	16,751
22'-----	\$	17,526
24'-----	\$	18,088
26'-----	\$	18,788
28'-----	\$	22,204
30'-----	\$	23,228

SUNDOWNER**STOCK TRAILER****GOOSENECK CONTINUED**

32'-----	\$	23,711
34'-----	\$	24,416
36'-----	\$	25,132
38'-----	\$	25,864
40'-----	\$	26,580

SUNDOWNER**HORSE TRAILER****BUMPER PULL**

2 HORSE-----	\$	15,442
3 HORSE-----	\$	16,995
4 HORSE-----	\$	20,847

GOOSENECK

2 HORSE-----	\$	19,179
3 HORSE-----	\$	24,795
4 HORSE-----	\$	30,455
5 HORSE-----	\$	35,174
6 HORSE-----	\$	37,894
7 HORSE-----	\$	43,466
8 HORSE-----	\$	47,003
9 HORSE-----	\$	49,250
10 HORSE-----	\$	49,542

HORSE TRAILER w/LIVING QUARTERS

2 HORSE-----	\$	62,969
3 HORSE-----	\$	70,304
4 HORSE-----	\$	76,340

THURO-BILT**STOCK TRAILER****BUMPER PULL**

SPIRIT-----	\$	4,710
13'-----	\$	5,341
17'-----	\$	6,328
19'-----	\$	6,826

HORSE TRAILER

2 HORSE-----	\$	9,426
3 HORSE-----	\$	11,256
4 HORSE-----	\$	12,348

TITAN**STOCK TRAILER****BUMPER PULL**

10'-----	\$	5,810
12'-----	\$	5,953
14'-----	\$	6,159
16'-----	\$	6,318
18'-----	\$	7,278
20'-----	\$	7,518

GOOSENECK

10'-----	\$	8,362
12'-----	\$	8,521
14'-----	\$	8,965
16'-----	\$	9,248
18'-----	\$	9,445
20'-----	\$	9,723
22'-----	\$	10,502
24'-----	\$	11,277
26'-----	\$	11,760
28'-----	\$	12,237
30'-----	\$	12,704
32'-----	\$	13,174

TITAN**HORSE TRAILER****BUMPER PULL**

2 HORSE-----	\$	7,690
3 HORSE-----	\$	9,824
4 HORSE-----	\$	10,997

GOOSENECK

2 HORSE-----	\$	13,709
3 HORSE-----	\$	14,769
4 HORSE-----	\$	18,980
5 HORSE-----	\$	20,555

TRAILS WEST**STOCK TRAILER****BUMPER PULL**

12'-----	\$	6,317
14'-----	\$	6,445
16'-----	\$	7,522
18'-----	\$	7,670

GOOSENECK

12'-----	\$	8,428
14'-----	\$	8,450
16'-----	\$	8,599
18'-----	\$	9,341
20'-----	\$	9,526
22'-----	\$	10,296
24'-----	\$	10,396

TRAILS WEST**HORSE TRAILER****BUMPER PULL**

2 HORSE-----	\$	9,425
3 HORSE-----	\$	13,147
4 HORSE-----	\$	13,956

GOOSENECK

2 HORSE-----	\$	12,504
3 HORSE-----	\$	15,992
4 HORSE-----	\$	17,095
5 HORSE-----	\$	18,297
6 HORSE-----	\$	21,195

W-W TRAILERS**STEEL****STOCK TRAILER****BUMPER PULL**

10'-----	\$	3,883
12'-----	\$	3,904
14'-----	\$	4,040
16'-----	\$	4,291
17'-----	\$	5,578

GOOSENECK

16'-----	\$	5,260
18'-----	\$	5,633
20'-----	\$	6,250
24'-----	\$	7,117
28'-----		8,312

HORSE TRAILER**BUMPER PULL**

1 HORSE-----	\$	3,363
2 HORSE-----	\$	6,418
3 HORSE-----	\$	6,680

GOOSENECK

3 HORSE-----	\$	9,293
4 HORSE-----	\$	10,476
6 HORSE-----	\$	10,714

GENERIC STEEL STOCK TRAILER

BUMPER PULL	<u>STEEL</u>	<u>ALUMINUM</u>
6X14-----	\$ 4,386	\$ 10,971
6X16-----	\$ 4,663	\$ 11,661
6X18-----	\$ 4,880	\$ 12,205
6X20-----	\$ 5,521	\$ 13,134
GOOSENECK		
6X14-----	\$ 5,214	\$ 13,041
6X16-----	\$ 5,485	\$ 13,717
6X18-----	\$ 6,036	\$ 15,097
6X20-----	\$ 6,136	\$ 15,197
6X24-----	\$ 6,323	\$ 15,813

HORSE TRAILER

BUMPER PULL		
TWO HORSE STRAIGHT LOAD-----	\$ 4,323	\$ 10,812
TWO HORSE STRAIGHT LOAD w/TACK COMPARTMENT-----	\$ 4,599	\$ 11,502
TWO HORSE STOCK w/TACK/DRESSING ROOM-----	\$ 5,002	\$ 12,510
TWO HORSE SLANT w/TACK/DRESSING ROOM-----	\$ 5,427	\$ 13,571
THREE HORSE SLANT w/TACK/DRESSING ROOM-----	\$ 5,819	\$ 14,553
GOOSENECK		
THREE HORSE SLANT w/TACK/DRESSING ROOM-----	\$ 6,281	\$ 15,707
FOUR HORSE SLANT w/TACK/DRESSING ROOM-----	\$ 6,726	\$ 16,822

BUMPER PULL STOCK TRAILER



GOOSENECK STOCK TRAILER



BUMPER PULL COMBO TRAILER



GOOSENECK COMBO TRAILER



BUMPER PULL TRAILER w/TACK



GOOSENECK w/TACK/DRESSING ROOM



GOOSENECK w/LIVING QUARTERS



GENERIC

MOPED'S & SCOOTERS

GAS & ELECTRIC POWERED

UP TO 50cc-----	\$	1,000
150cc-----	\$	1,500
200cc-----	\$	2,000
250cc-----	\$	2,500



GENERIC

MINI TRUCKS AND CARS

ALL-----	\$	5,500
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GENERIC

STREET LEGAL GOLF CARTS
AKA (LSV) Low Speed Vehicles

2 PERSON-----	\$	8,500
4 PERSON-----	\$	9,200



GENERIC

SMART CARS

HATCHBACK-----	\$	16,007
CONVERTIBLES-----	\$	19,930



**PUBLIC NOTICE AND ORDER OF MAYOR AND COUNCIL OF
THE CITY OF HATTIESBURG, MISSISSIPPI, ADOPTING A
MOTOR VEHICLE ASSESMENT SCHEDULE FOR THE CITY OF
HATTIESBURG, MISSISSIPPI FOR THE FISICAL YEAR
BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30,
2021.**

WHEREAS, the Mayor and Council of the City of Hattiesburg, Mississippi, have received from the Mississippi Department of Revenue notice of the adoption of the Motor Vehicle Assessment Schedule by said department for the fiscal year 2020-21; and

WHEREAS, the hard copy schedule of assessments by property code is no longer produced and the assessment schedule for passenger vehicles and lights trucks is produced only the computer system of the county tax collector, and is the schedule that is subject for adoption; and

WHEREAS, the Mayor and Council of said City desire to adopt the same for the City of Hattiesburg in assessing and collecting ad valorem taxes on motor vehicles for the ensuing year.

**IT IS THEREFORE, HEREBY ORDERED BY THE MAYOR AND COUNCIL OF THE CITY
OF HATTIESBURG, MISSISSIPPI, TO-WIT:**

The Motor Vehicle Assessment Schedule for the fiscal year 2020-21 adopted by the Mississippi Department of Revenue under the provisions of the Motor Vehicle Ad Valorem Tax Act of 1958, as amended by Laws of 1960, being Section 27-51-21, Mississippi Code of 1972, Annotated, is hereby adopted as the Motor Vehicle Assessment Schedule for the City of Hattiesburg, MS, for the fiscal year beginning October 1, 2020 and ending September 30, 2021.

A public hearing of the Mayor and Council of the City of Hattiesburg will be held in the Jackie Dole Sherill Auditorium located at 220 W Front Street Forrest Street in said City at 4:00 November 2, 2020, for the purpose of hearing and taking action on any complaint or objection filed in writing objection to and petitioning for a special reduction of any portion of said motor vehicle assessment schedule affecting the complainant directly. Said motor vehicle assessment schedule is open for public inspection and examination in the Office of the Forrest and Lamar County Tax Collectors until the date and time of said hearing.

This order is entered, and the Clerk of the City of Hattiesburg, Mississippi, shall have published in a newspaper, published and having a general circulation in the City of Hattiesburg, a certified copy hereof, pursuant to and as NOTICE under the provisions of the Motor Vehicle Ad Valorem Tax Act of 1958, and Chapter 273 of the Laws of 1960, otherwise designated as Section 27-51-21 of the Mississippi Code Of 1972, Annotated.

SO, ORDERED AND APPROVED on this 6th day of October, 2020.

CITY CLERK



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Sylvester London, Division Manager

cc:

Date: Tuesday, October 6, 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: 2020-688
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 August 31, 2020 through September 27, 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 October 6, 2020 City Council meeting for consideration.

SUCCESSFUL BID/ OTHER BID	BID RECEIVED	BID AWARDED	BID AMOUNT	PURCHASE ORDER	ITEM DESCRIPTION
TOUCHSTONE MOTOR SALES INC WARD MOTOR CO	08/28/20 08/27/20	09/01/20 09/01/20	18,950.00 19,600.00	201856	RECREATION MAINTENANCE-VEHICLE
ANDERSON RETAIL INC DAVIS BUILDING, INC	08/19/20 08/31/20	09/02/20 09/02/20	7,500.00 8,896.72	201898	REPLACE FLOOR IN CLASSROOM B AND HALLWAY/WA
FAIRLEY CONSTRUCTION SERVICES INC RJM MCQUEEN CONTRACTING INC WALKER CONSTRUCTION	09/01/20 09/01/20 09/01/20	09/04/20 09/04/20 09/04/20	26,400.00 30,800.00 41,700.00	201949	LAKELAND DRIVE CULVERT REPLACEMENT (FEMA)
ROBINSON ELECTRIC SUPPLY CO INC GILKEY ELECTRIC SUPPLY CO INC	09/11/20 09/11/20	09/14/20 09/14/20	3,321.04 3,960.82	202154	4TH STREET/US49 WCU BRIDGE
BRASCO HANDI-HUT INC	09/02/20 08/29/20	09/14/20 09/14/20	19,900.00 25,120.00	202164	BUS STOP SHELTER UNITS - HUB CITY TRANSIT
JUBILEE DECOR LLC MOSCA DESIGN INC	09/17/20 09/17/20	09/17/20 09/07/20	6,570.00 7,050.00	202306	SOUTH 49 BRIDGE DISPLAY LIGHTING; 14FTX5FT

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# 64-60000432

POINT OF CONTACT:

DAVIS, PATRICIA K (601) 5454650
 VENDOR # 00084552

VENDOR MAILING:
 ANDERSON RETAIL, INC
 PO BOX 16055
 HATTIESBURG MS 39404-6055

Page Date 09/02/20
 PO No. 201898
 Req No. 2987

SHIP TO :
PATRICIA K DAVIS
POLICE/FIRE ACADEMY

PROCESSING CODE:

PROJECT LINE: REPLACE FLOOR IN CLASSROOM B AND HALLWAY/WATER DAMAGE
 Account # Description QTY UNIT COST TOTAL COST
 (601)5844544

001131.6399
 REPLACE FLOOR
 REMOVE EXISTING CARPET AND RUBBER BASEBOARD IN CLASSROOM B
 AND HALLWAY CORRIDOR. REPLACE WITH 20MIL VINYL PLANK AND MAT
 HING BASEBOARD
 EA 7,500.0000 7,500.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 7,500.00

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

QUOTE REQUEST RESPONSE FORM

ANDERSON RETAIL INC
PO BOX 16055
HATTIESBURG MS 39404-6055

Mail To:

Quote No. 3/18/20
Order Number 2987 OQ

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1808
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME MATT DEARMAN
SIGNATURE [Signature] DATE 8/19/20

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: REPLACE FLOOR IN CLASSROOM B AND HALLWAY/WATER DAMAGE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
REPLACE FLOOR REMOVE EXISTING CARPET AND RUBBER BASEBOARD IN CLASSROOM B AND HALLWAY CORRIDOR. REPLACE WITH 20MIL VINYL PLANK AND MAT HING BASEBOARD	08/18/20	1.00	EA	7.500	7.500		

* Moving Furniture excluded *

[Signature]

TOTAL BID PRICE \$7500



49530

CITY OF HATTIESBURG
CITY REQUEST RESPONSE FORMPage No. 1
Date 8/18/20
Order Number 2987 00DAVIS BUILDING, INC.
PO BOX 891
COLLENS MS 39428-896Mail to CITY OF HATTIESBURG
PURCHASING DIVISION
220 W. FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number 601 5454512

PRINTED NAME *Johns Flooring*SIGNATURE *Johns Flooring* DATE *8-31-20*

PROJECT LINE: REPLACE FLOOR IN CLASSROOM B AND HALLWAY/WATER DAMAGE

Shipping terms are F.O.B. destination. Freight prepaid

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
REPLACE FLOOR REMOVE EXISTING CARPET AND RUBBER ASSEMBLED IN CLASSROOM B AND HALLWAY CORRIDOR. REPLACE WITH 20 MIL VINYL PLANK AND MAT HING BASEBOARD	08/18/20	1.00	EA				

TOTAL BID PRICE *8,896.72*

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

09/04/20

VENDOR MAILING:
FAIRLEY CONSTRUCTION SERVICES INC
828 HIGHWAY 11
PETAL MS 39465-2038

POINT OF CONTACT:

SHIP TO:
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROJECT LINE: LAKELAND DRIVE CULVERT REPLACEMENT (FEMA)

Account #

001206.7295

PROCESSING CODE:

SEND METHOD 1 (601)5440638

UM UNIT COST TOTAL COST

EA 26,400.0000 26,400.00

QTY

1.00

LAKELAND DRIVE
CONTRACTOR SHALL REPAIR AND REPLACE CULVERT ON LAKELAND
DRIVE AS PER THE ATTACHED PLANS

TOTAL CONTRACT AMOUNT NOT TO EXCEED

26,400.00

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

QUOTE REQUEST RESPONSE FORM

FAIRLEY CONSTRUCTION SERV
5235 HIGHWAY 11
PETAL MS 39465-2038

Date 8/18/20
Order Number 2988 OQ

Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PRINTED NAME Stephen Fairley
SIGNATURE [Signature] DATE 9/1/20

PROJECT LINE: LAKELAND DRIVE CULVERT REPLACEMENT (FEMA)

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
LAKELAND DRIVE CONTRACTOR SHALL REPAIR AND REPLACE CULVERT ON LAKELAND DRIVE AS PER THE ATTACHED PLANS	08/18/20	1.00	EA	\$26,400.00	\$26,400.00	10/15	11/21

TOTAL BID PRICE \$26,400.00



Lamar Rutland
by Sharon Hensarling

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 8/18/20
Order Number 2988 OQRJM MCQUEEN CONTRACTING I
80 RAMSEY MCQUEEN ROAD
COLLINS MS 39428CITY OF HATTIESBURG
PURCHASING DIVISION
220 W. FRONT ST. 2ND FLOOR
HATTIESBURG MS 39401

Mail To

PRINTED NAME Angelle D. Keys

Phone Number - 601 5454512

SIGNATURE Angelle D. Keys DATE 9/1/20

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: LAKELAND DRIVE CULVERT REPLACEMENT (FEMA)

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
LAKELAND DRIVE CULVERT REPLACEMENT (FEMA)	08/18/20	1.00	EA	\$30,800.00	\$30,800.00	9/8/20	10/8/20

LAKELAND DRIVE CULVERT REPLACEMENT (FEMA)
CONTRACTOR SHALL REPAIR AND REPLACE CULVERT ON LAKELAND DRIVE AS PER THE ATTACHED PLANSTOTAL BID PRICE \$30,800.00

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

WALKER CONSTRUCTION LLC
344 HIGHWAY 13
WIGGINS MS 39577-8811

Page No. 1
Date 8/18/20
Order Number 2988 OQ

Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W. FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . . 601 5454512

PRINTED NAME Walker Construction LLC
SIGNATURE [Signature] DATE 9-1-20

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: LAKELAND DRIVE CULVERT REPLACEMENT (FEMA)

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
LAKELAND DRIVE CONTRACTOR SHALL REPAIR AND REPLACE CULVERT ON LAKELAND DRIVE AS PER THE ATTACHED PLANS	08/18/20	1.00	EA	41,700.00	41,700.00	10-1-20	12-30-20

TOTAL BID PRICE 41,700.00

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

VENDOR MAILING:
TOUCHSTONE MOTOR SALES INC
1801 CORINNE ST
HATTIESBURG MS 39401-6322

LEWIS, AKIRA	PENDING
MINUTE BOOK #	
VENDOR #	00070283

(601) 5454667

SHIP TO :
CITY OF HATTIESBURG
GROUNDS MAINTENANCE
139 PARKWAY BLVD
HATTIESBURG MS 39401

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

P0 No.	-	201856
Req No.	-	2990

PROCESSING CODE:

SEND METHOD 1 (601)5832266

UM	UNIT COST	TOTAL COST
100	1.00	100.00
200	0.90	180.00
300	0.80	240.00
400	0.75	300.00
500	0.70	350.00
600	0.65	390.00
700	0.60	420.00
800	0.55	440.00
900	0.50	450.00
1000	0.45	450.00

QTY

Description

Account #

002300.7420

USED 2015 OR NEWER
3/4 TON ALL WHEEL
MILES OR BETTER

1.00
H. 150,000

18,950.0000
EA

18,950.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

18.950.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE CONTACT ACCOUNTING
(601) 545-4686.

KERMAS EATON
CITY CLERK

43530

08/28/2013 05:10
To: 0015832266

6015832346

TOUCHSTONE MOTORS

PAGE 01/01

8-25-20 1:47pm p. 4 of 6

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 8/25/20
Order Number 2890 00

Mail To, : : : CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number : 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

TOUCHSTONE MOTOR SALES IN
1501 CORINNE ST
HATTIESBURG MS 39401-6322

PRINTED NAME Cheryl Dyar
SIGNATURE Cheryl Dyar DATE

PROJECT LINE: RECREATION MAINTENANCE-VEHICLE

ITEM DESCRIPTION

USED 2015 OR NEWER
3/4 TON ALL WHEEL
REGULAR CREW CAB COLOR: WHITE WITH 150,000
MILES OR BETTER

Request
Date

08/25/20

QTY UM

1.00 EA

Unit
Price

\$18,950.00

Extended
Cost

\$18,950.00

Delivery
Date

8-31-20

Expired
Date

9-4-2020

TOTAL BID PRICE \$18,950.00

From: London, Sylvester



John D. Sylvester

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 8/25/20
Order Number 2990 OQ

WARD AUTO SALES
4979 OLD HWY 11
HATTIESBURG MS 39402

Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME

SIGNATURE

DATE 8/27/20

PROJECT LINE: RECREATION MAINTENANCE-VEHICLE

Shipping terms are F.O.B. destination, freight prepaid

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
USED 2015 OR NEWER 3/4 TON ALL WHEEL REGULAR CREW CAB COLOR: WHITE WITH 150,000 MILES OR BETTER	08/25/20	1.00	EA	19,600		8/27/20	9/10/20

TOTAL BID PRICE 19,600

From: London, Sylvester

8-25-20 1:44pm p. 4 of 4

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:

HALL, STEPHANIE
MINUTE BOOK # PENDING
VENDOR # 00115953

SHIP TO:
CITY OF HATTIESBURG
HUB CITY TRANSIT
1001 SOUTH TIPTON
HATTIESBURG MS 39401

09/14/20

202164

2991

VENDOR MAILING:
HANDI-HUT
3 GRUNWALD ST
CLIFTON NJ 07013-2118

PROJECT LINE: BUS STOP SHELTER UNITS - HUB CITY TRANSIT

PROCESSING CODE:
SEND METHOD 1 (973)6148011

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
073570.7100.24	BUS SHELTER BID REQUEST FOR FOUR (4) PROFESSIONALLY ENGINEERED BUS STOP SHELTER UNITS: -APPROXIMATELY 7.5' TO 8' WIDE BY 5' DEEP -OPEN FRONT WITH CLEAR 1/4" ACRYLIC SIDE AND REAR PANELS -"DUTCH HIP" OR "HISTORICAL" STYLE -BLACK OR BRONZE METAL FINISH/COLOR FOR ALL COMPONENTS WITH THE EXCEPTION OF THE WALL PANELS -2-PERSON BENCH SEAT WITH BACK-REST (ASSUMES INSTALLATION OF BENCH WOULD LEAVE ROOM FOR A WHEELCHAIR) -IN ADDITION TO THE DOLLAR AMOUNT QUOTE, BIDDER SHOULD SUBMIT SPECIFICATIONS AND INSTALLATION INSTRUCTIONS -DOCUMENTATION OF THE BUILDING CODES THE UNITS ARE CONSTRUCTED TO SATISFY -IMAGE OF THE PROPOSED SHELTER UNIT -IMAGE OF BENCH UNIT INCLUDED WITH THE BID THAT BEST COMPLEMENTS THE STYLE	4.00	EA	6,280.0000	25,120.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 25,120.00

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.

KERMAE EATON
CITY CLERK

London, Sylvester

From: Ellard, Andrew
Sent: Monday, September 14, 2020 1:09 PM
To: London, Sylvester
Cc: Hall, Stephanie
Subject: RE: 2991Vendor Bid Results

Sylvester,

We will be going with the higher of the two bids. It appears that the lower cost bidder has presented a different style than was requested, and they have not returned my call (I'd hoped they could clarify). Other than my signature and date on the quote form, do I need to write an explanation or anything else?

Thanks,
Andrew Ellard

From: London, Sylvester
Sent: Wednesday, September 2, 2020 10:10 AM
To: Ellard, Andrew <aellard@hattiesburgms.com>
Cc: Hall, Stephanie <shall@hattiesburgms.com>
Subject: 2991Vendor Bid Results

Please see attached for final bids and sign winning bid and email it back to me. Thanks!

Sylvester London
Division Manager
City Of Hattiesburg
Ph. 601.545.4512
Fax (601) 545-6661
E-mail: slondon@hattiesburgms.com
Website: www.hattiesburgms.com



From: copier
Sent: Wednesday, September 02, 2020 10:06 AM
To: London, Sylvester <slondon@hattiesburgms.com>
Subject: Attached Image

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No.
 Date 8/28/20
 Order Number 2891 OQ

HANDI-HUT
 3 GRUNWALD ST
 CLIFTON NJ 07013-2118

Mail To CITY OF HATTIESBURG
 PURCHASING DIVISION
 220 W FRONT ST 2ND FLOOR
 PO BOX 1898
 HATTIESBURG MS 39401

Phone Number . . . 601 5454512

PRINTED NAME John S. Cozza
 SIGNATURE John S. Cozza DATE 8/29/20

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: BUS STOP SHELTER UNITS - HUB CITY TRANSIT

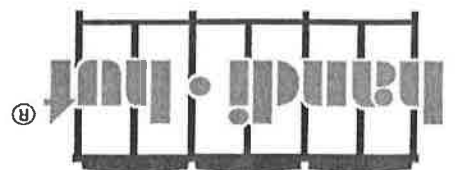
ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
BUS SHELTER BID REQUEST FOR FOUR (4) PROFESSIONALLY ENGINEERED BUS STOP SHELTER UNITS: - APPROXIMATELY 7' 5" TO 8' WIDE BY 5' DEEP - OPEN FRONT WITH CLEAR 1 1/4" ACRYLIC SIDE AND REAR PANELS - "DUTCH HIP" OR "HISTORICAL" STYLE - BLACK OR BROWN METAL FINISH/COLOR FOR ALL COMPONENTS WITH THE EXCEPTION OF THE WALL PANELS - 2-PERSON BENCH SEAT WITH BACK-REST (ASSUMES INSTALLATION OF BENCH WOULD LEAVE ROOM FOR A WHEELCHAIR) - IN ADDITION TO THE DOLLAR AMOUNT QUOTE, BIDDER SHOULD SUBMIT SPECIFICATION AND INSTALLATION INSTRUCTIONS - DOCUMENTATION OF THE BUILDING CODES THE UNITS ARE CONSTRUCTED TO SATISFY - IMAGE OF THE PROPOSED SHELTER UNIT - IMAGE OF BENCH UNIT INCLUDED WITH THE BID THAT BEST COMPLEMENTS THE STYLE	08/28/20	4.00	EA	\$ 6,280	\$ 25,120	11-13 WEEKS A.R.O.	30 Days

TOTAL BID PRICE \$ 25,120

[Signature]

9-14-2020





3 GRUNWALD STREET CLIFTON, NJ 07013 - 973-614-1800 - FAX: 973-614-8011

City of Hattiesburg
Hattiesburg, MS
Bus Stop Shelter Bid
August 29, 2020

Thank you for the opportunity to submit a proposal for your bus stop shelter program. Handi-Hut Inc has been designing and manufacturing shelters for over 49 years and thousands have been installed throughout the U.S.A. from Alaska to Hawaii. We are the preferred manufacturer for many transit systems across the country.

The first Handi-Hut shelters were designed and built in 1971 to house handicapped workers in New York City. This enabled the workers to earn a living doing small crafts and repairs inside the shelters.

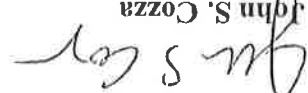
Shelters will be professionally engineered to meet the 2018 IBC and any other local building codes by a Structural Engineer licensed in the state of MS. Engineered drawings and calculations will be provided in 2-3 weeks after receipt of a purchase order from the City.

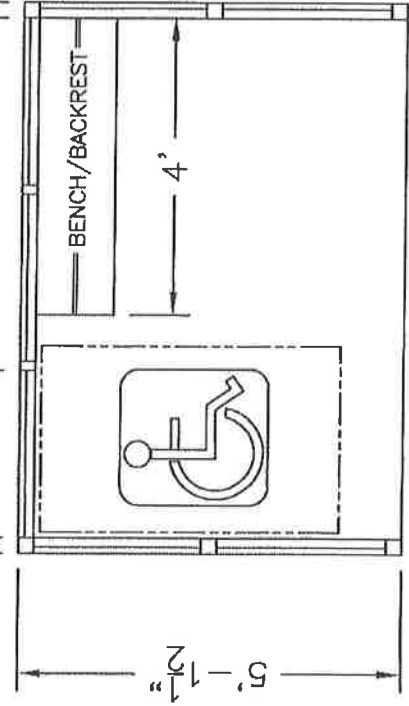
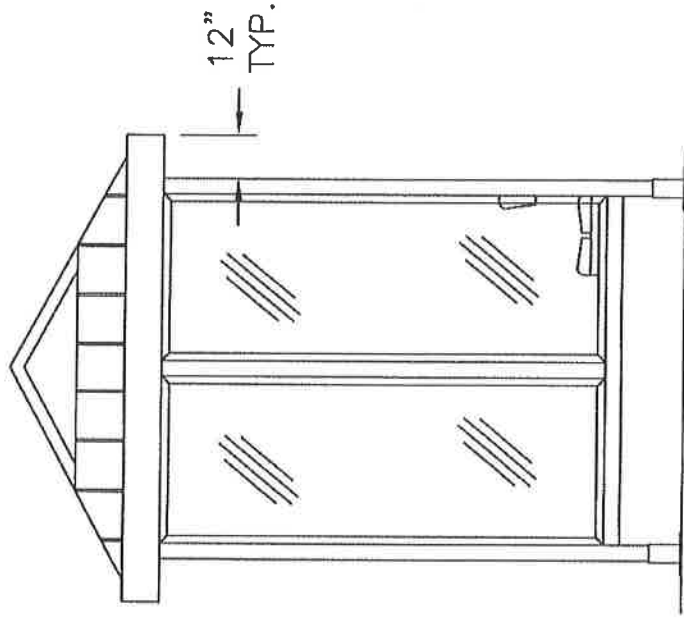
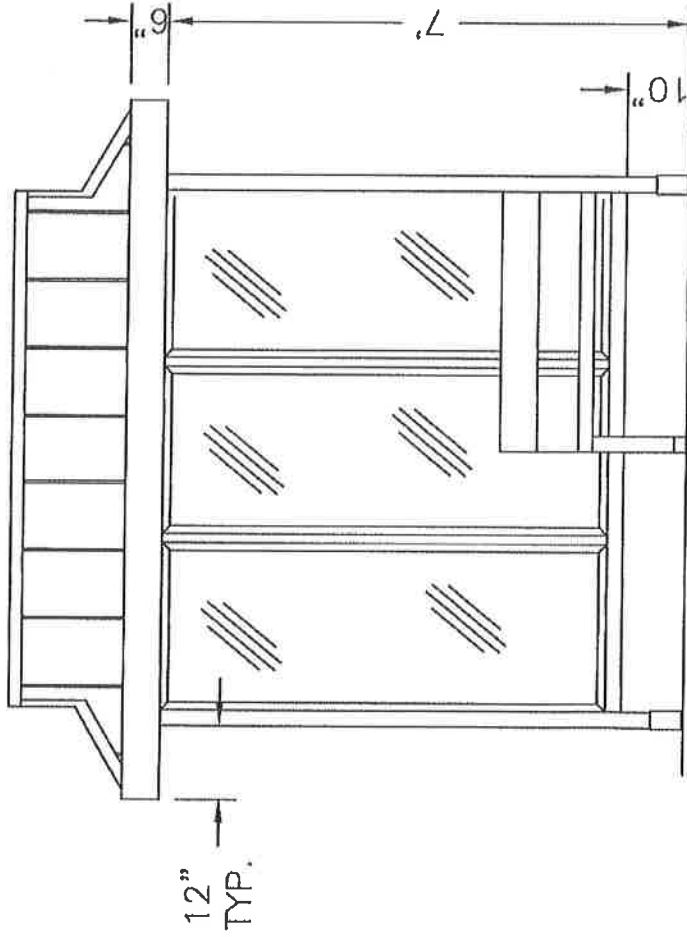
Installation requires only hand tools. The pre-fabricated sections of our shelters are easily assembled. A DVD installation video will be included.

The aluminum and glass structure requires virtually no maintenance. Some of our original units are still in service after forty five years.

If you require additional information, please contact me at 800-603-6635 extension 212. We invite you to visit our 60,000 Sq. Ft. manufacturing facility here in Clifton, NJ.

Sincerely,


John S. Cozza
Vice President



CITY OF HATTIESBURG
MODEL #3-2H

PRELIMINARY

ALUMINUM: 6063-T52
FINISH: DARK BRONZE ANODIZE
GLAZING: 1/4" CLEAR ACRYLIC
ROOF PANELS: 11" ATAS DUTCH SEAM DECKING-BLACK KYNAR FINISH
BENCH/BACKREST: EXTRUDED ALUMINUM

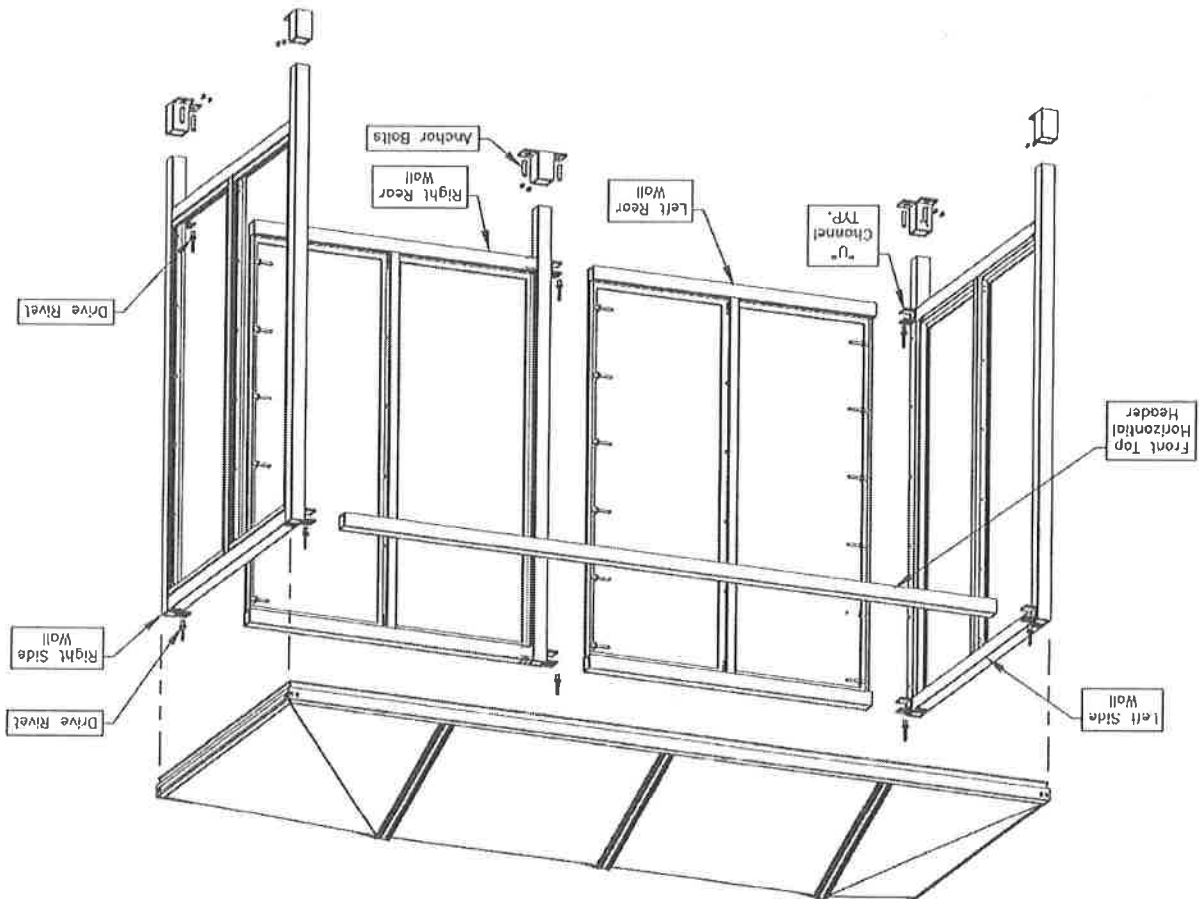
HISTORICAL ROOF
PASSENGER SHELTER



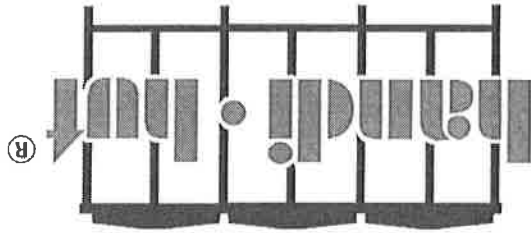
handi-hut inc. PH: 800-603-6635

RECOMMENDED PAD SIZE-9'-6" X 7'-0" X 6" THICK MINIMUM

HYPOTHETICAL SHELTER SHOWN



Concrete pads shall include the construction of 6" thick Portland Concrete cement pads and the sub grade therefore. Construction of concrete pads and curbing shall be identical to that used for concrete sidewalks. The Contractor shall excavate the existing materials so that the concrete pad can be placed such that the last layer will be at the existing grade. Any edges of the existing pavement that the concrete pad meets will be filled or cut so that the edges are straight and clean.



Three Grunwald St. Clifton, New Jersey 07013
 TEL: 973-614-1800 • 1-800-603-6635 • FAX: 973-614-8011
 WEBSITE: www.handi-hut.com • E-MAIL: staff@handi-hut.com

SHELTER ON-SITE INSTALLATION INSTRUCTIONS

Customer:

Wall sections are marked as follows: RIGHT SIDE, RIGHT REAR, LEFT SIDE,

LEFT REAR and WINDSCREEN (optional). A wall section may have one or more

panels, depending on shelter model. Wall sections must be installed with the glazed panels flush to the outside of the shelter. Concrete surface should be level with a maximum of 3" vertical variation.

CONNECTING WALL SECTIONS (Fig. 1)

Start with right side and right rear wall sections. Set vertical posts into anchor flanges with flanges oriented as shown in drawing. Engage top and bottom horizontal mullions of rear wall section over "U" channels at top and bottom of rear corner post of side wall. Drill through top and bottom horizontal mullion of rear wall section into the "U" channels with a "G" size drill bit (.257" dia.). Locate holes approx. as shown in Fig. 1. Fasten with supplied 1/4" x 3/8" drive rivets, driving rivets with hammer. Repeat for balance of wall sections and the front top horizontal mullion. If windscreen is included, attach two front horizontal mullions to both sides of windscreen and front top corners of side wall sections. With a pop rivet gun, secure vertical panel sub-frames to all vertical posts where wall sections are field connected with supplied short 3/16" dia. (#64) pop rivets. (Note: It is not required to chase holes into vertical posts for these rivets – posts are factory slotted to readily accept rivets for fast field installation).

ROOF (all styles except Historical): Fig. 2, 3, 4, or 5

Set roof assembly onto wall sections. Make sure the majority of the drain holes inside roof fascia are towards rear of the shelter. From inside shelter, chase through pre-drilled holes on inside lip of roof fascia into the top horizontal mullions of wall sections, including top front horizontal mullion. Use #11 drill bit (.191" dia.). Fasten with supplied long 3/16" dia. (#68) pop rivets.

ROOF (Historical only): Fig. 6

Set roof assembly onto wall sections. Make sure the majority of the drain holes inside roof fascia are towards rear of the shelter. Align perimeter of inside roof frame to perimeter of top wall headers. From inside of shelter attach 1/4" x 3" roof connecting plate to wall headers and roof frame using #12 x 1 1/4" TEK (self drilling) screws approx. 18" O.C. (4 sides)

LEVELING SHELTER:

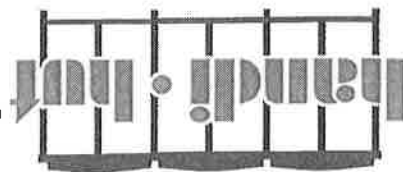
With shelter in correct location on concrete surface, put bubble leveler on bottom horizontal mullions. If surface is not level, shim shelter to a maximum of 3" vertically with wedges, bumper jack, etc. to obtain and hold level position. Chase through two pre-drilled holes on each anchor flange into vertical posts with a "G" drill bit (.257" dia.). Fasten with supplied 1/4" x 1/2" drive rivets, two per flange. Remove leveling devices.

SECURING TO CONCRETE SURFACE: Fig. 7, 8, 9

Make sure all wall sections are plumb and square. Mark concrete surface through anchor flange holes. Drill 1/2" dia. holes into concrete surface. An electric drill hammer is required. Hammer supplied 1/2" dia. expansion bolts into holes leaving no less than 3/4" exposed thread above surface. Secure with supplied washers and nuts turning nuts till tight. Peen exposed thread.

BENCH / BACKREST:

See Fig. 10 for securing bench / backrest.



Three Grunwald St. Clifton, NJ 07013
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Web: www.handi-hut.com – E-mail: staff@handi-hut.com

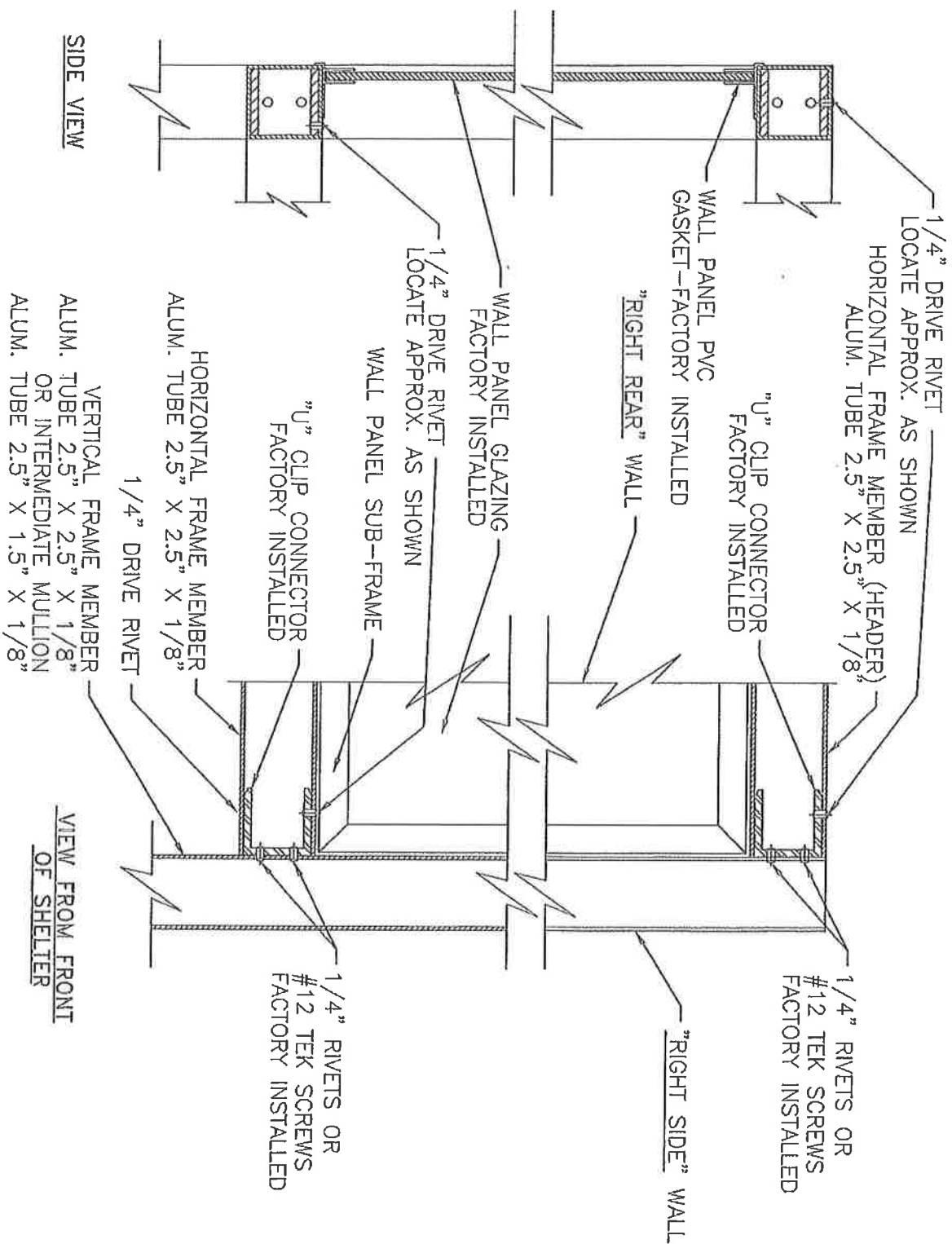
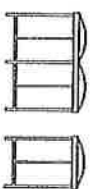


FIG. 1

WALL PANEL CONNECTION DETAIL

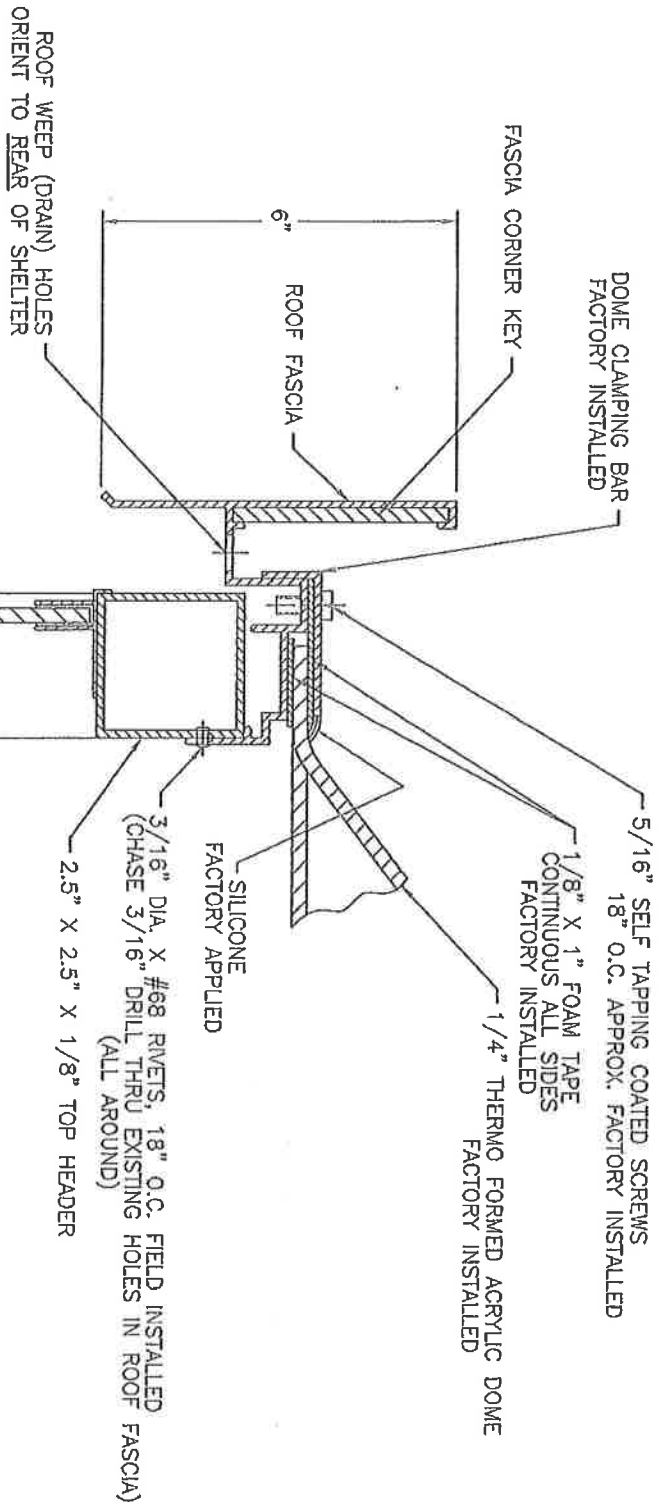
TYPICAL FOR ALL

WALL PANEL CONNECTIONS



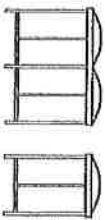
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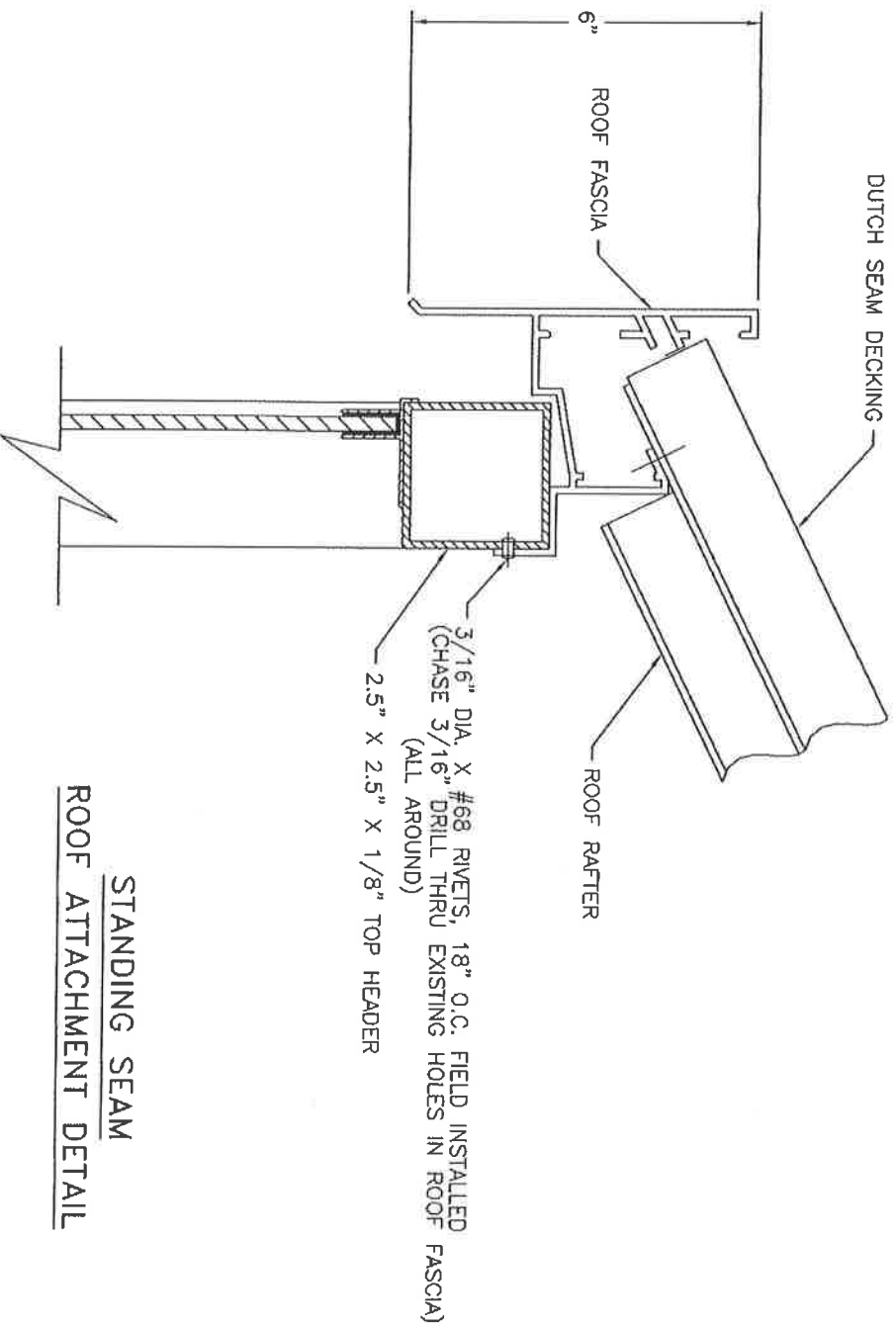
DOME ROOF ATTACHMENT DETAIL

FIG. 2



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STANDING SEAM
ROOF ATTACHMENT DETAIL

FIG. 3



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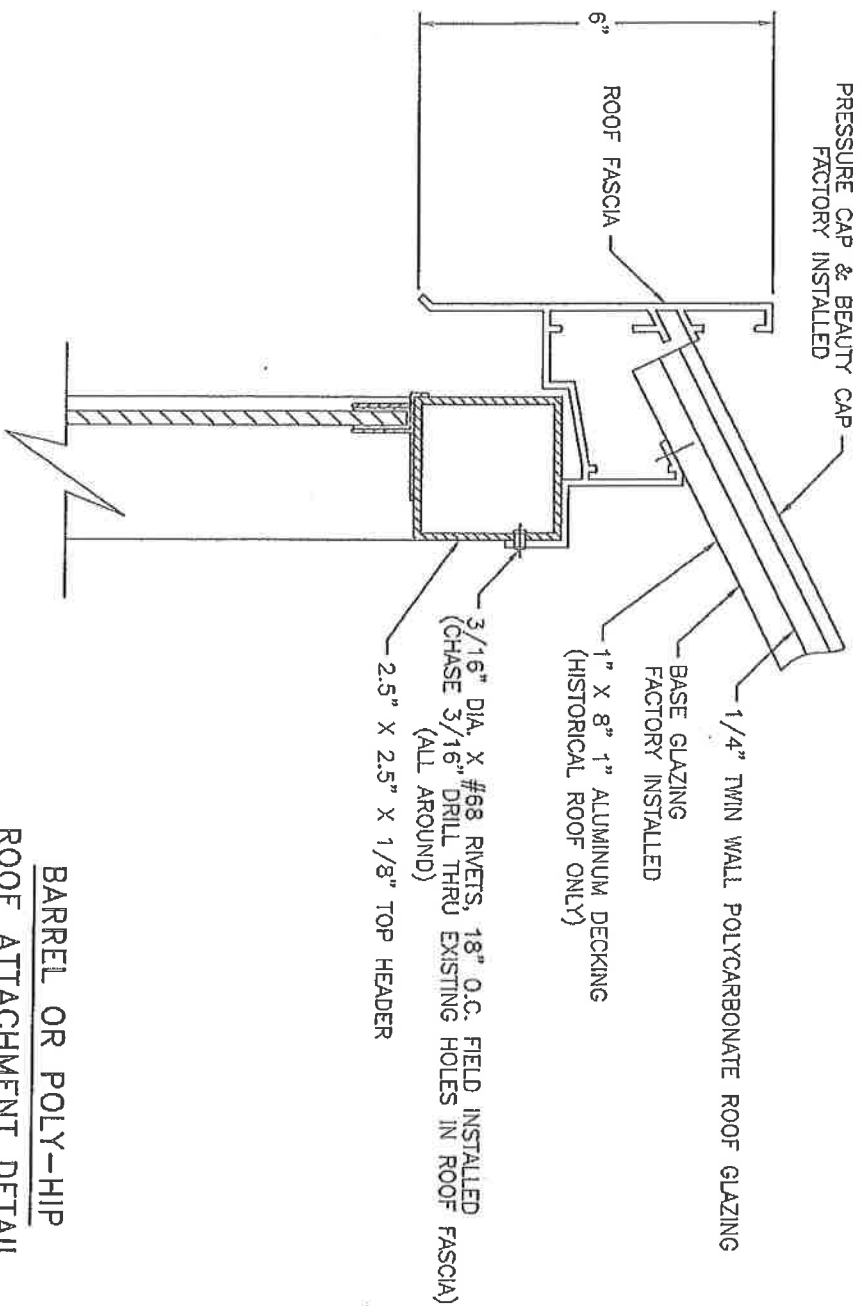


FIG. 4



BARREL OR POLY-HIP
ROOF ATTACHMENT DETAIL
6" FASCIA

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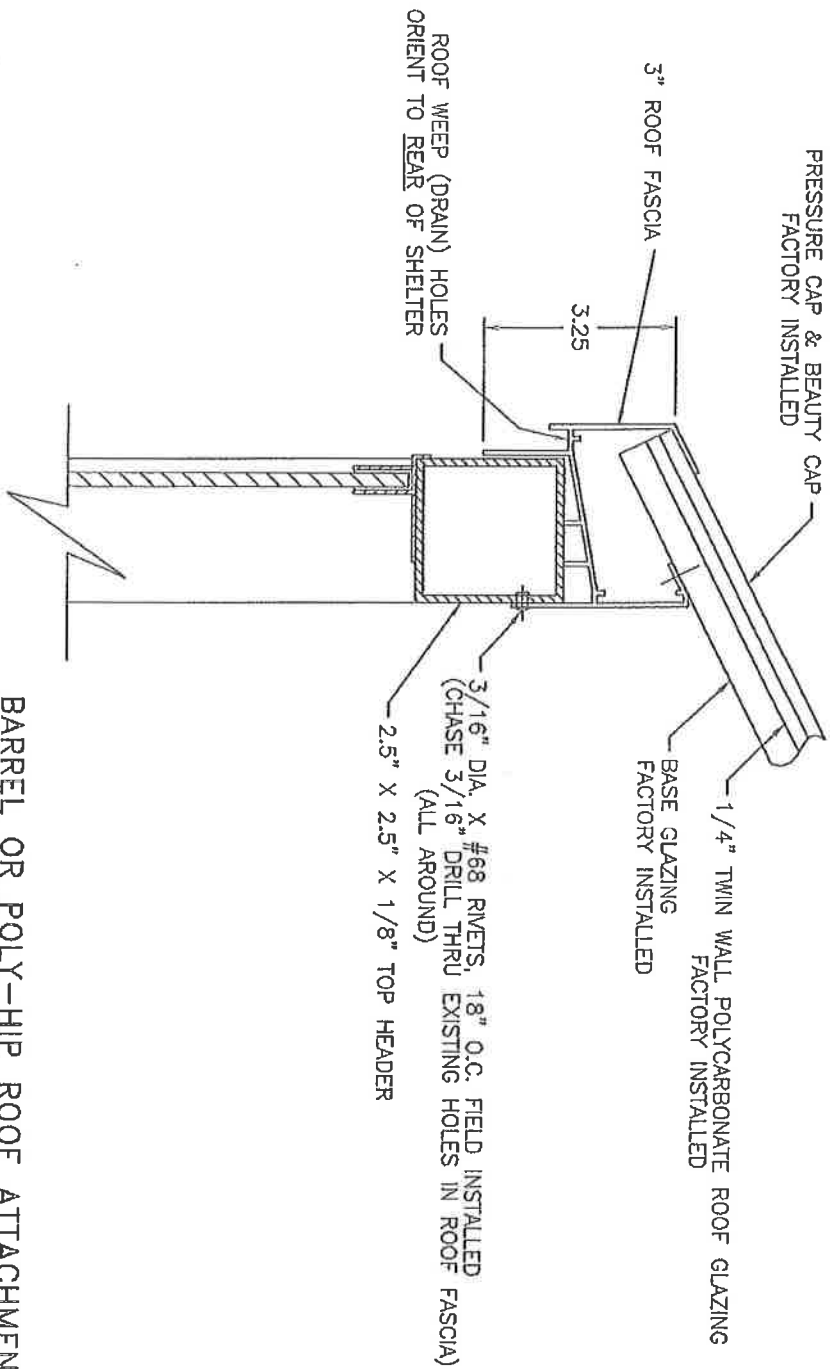
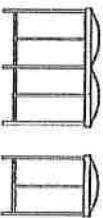


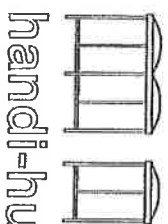
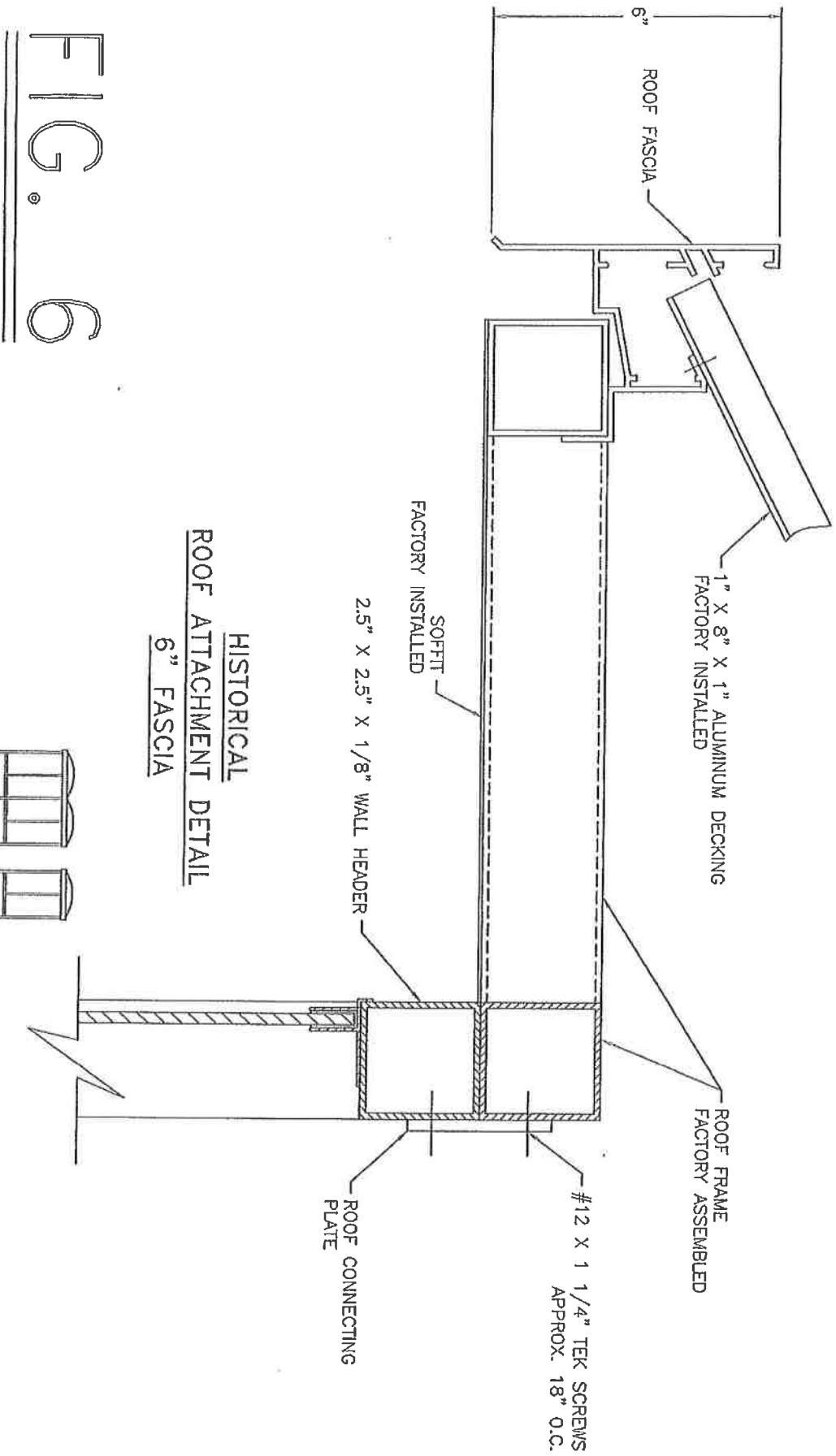
FIG. 5

BARREL OR POLY-HIP ROOF ATTACHMENT DETAIL

3" FASCIA



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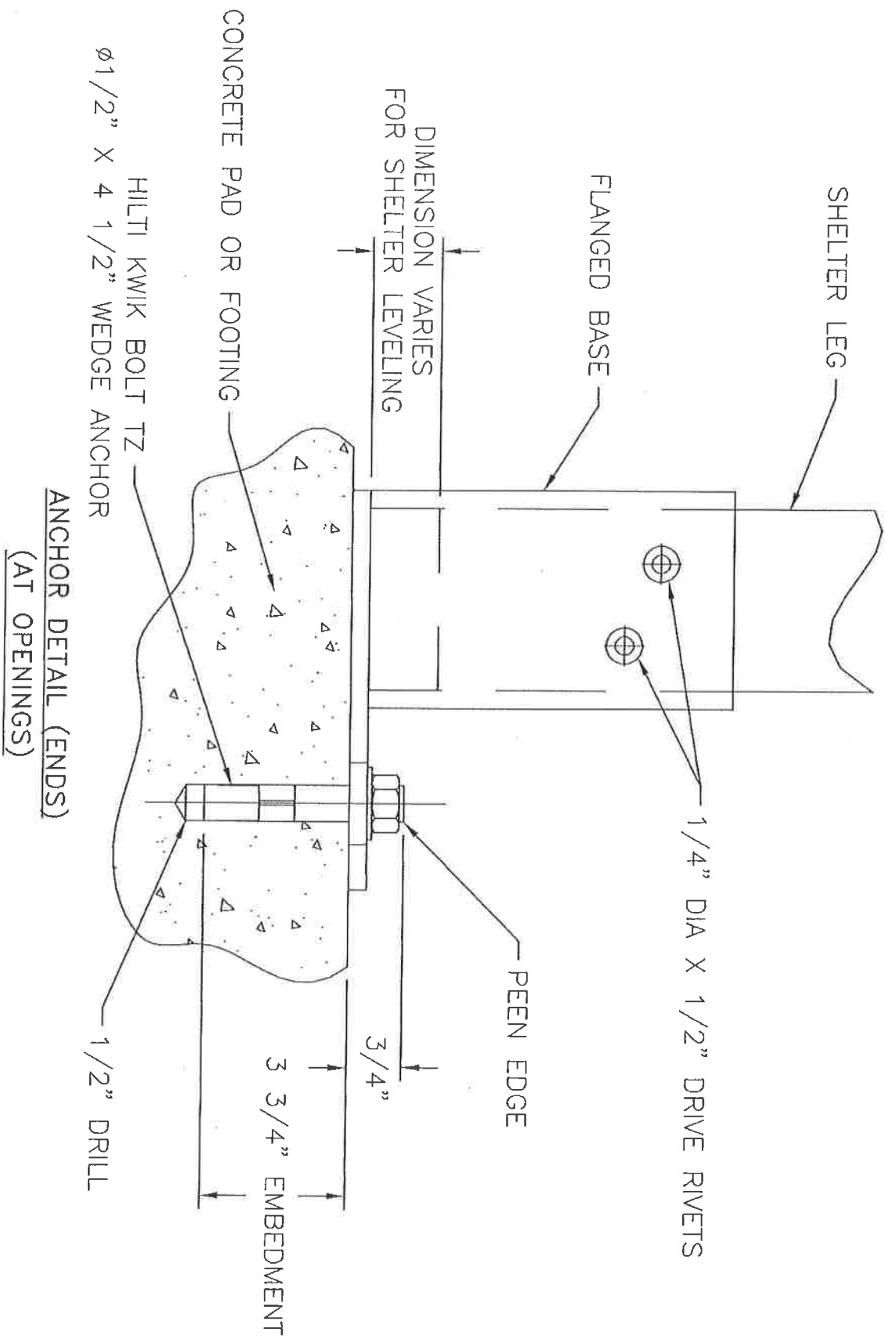
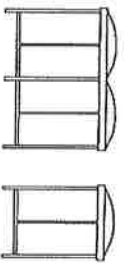


FIG. 7



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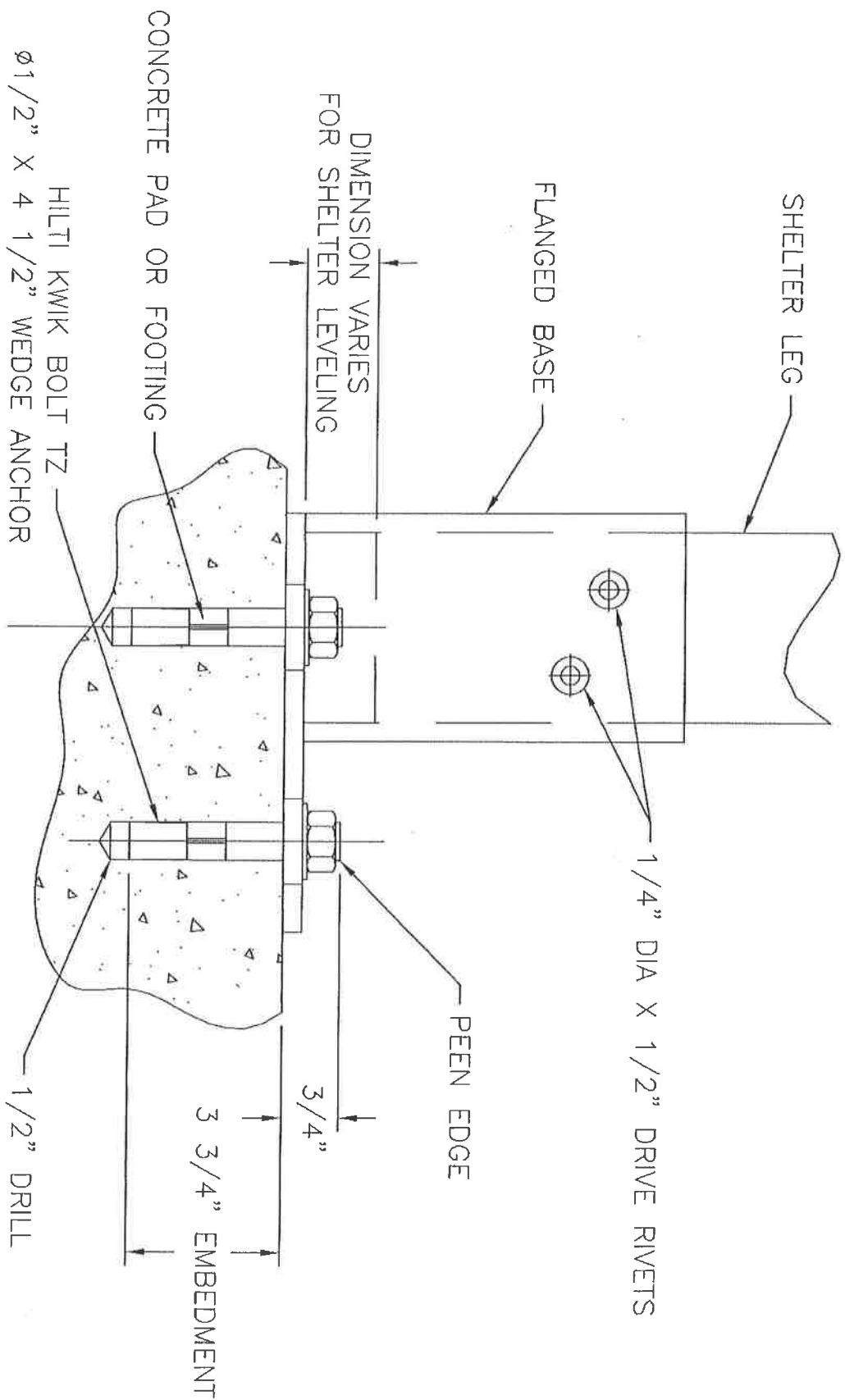
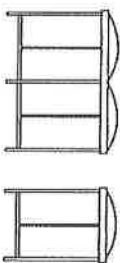


FIG. 8



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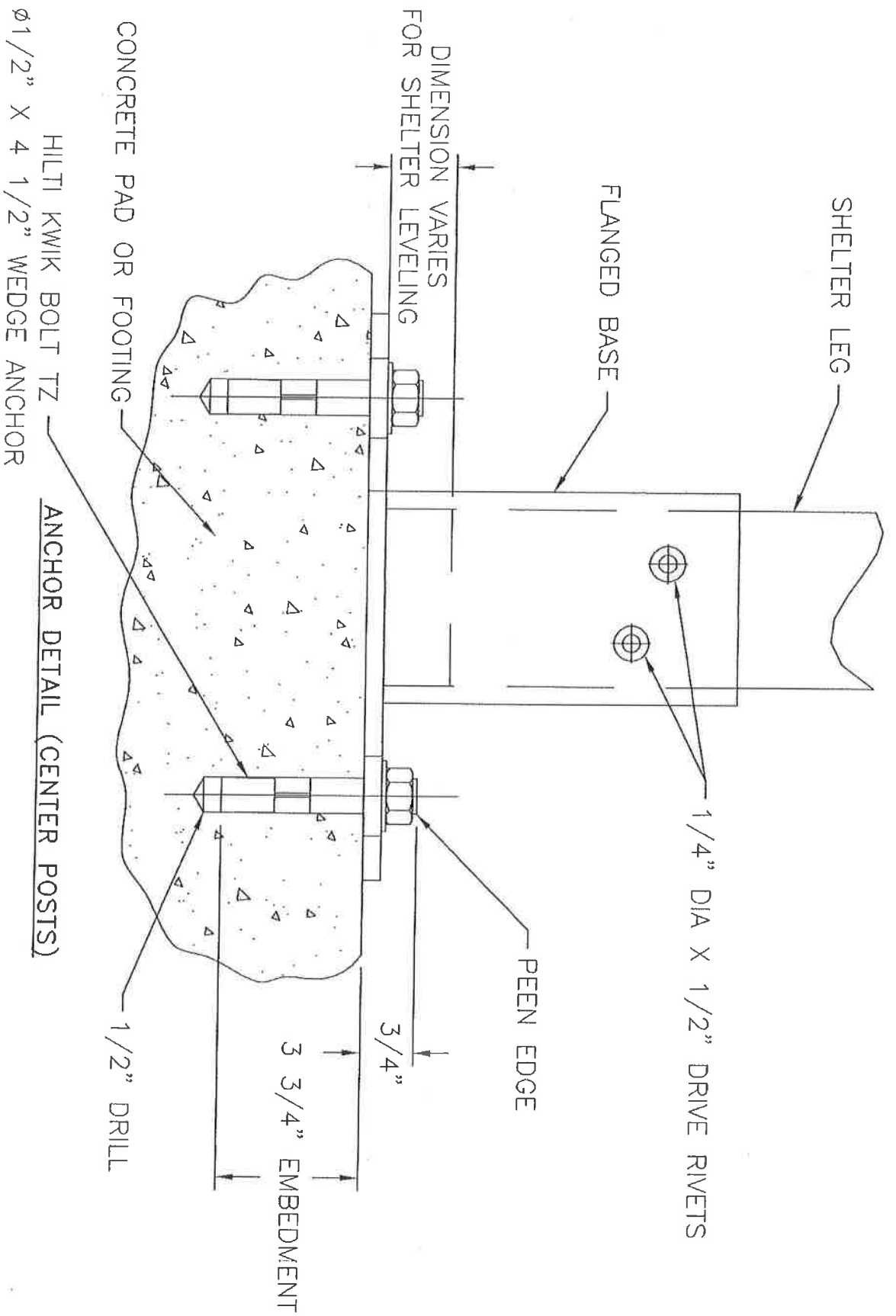
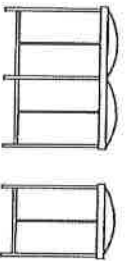


FIG. 9



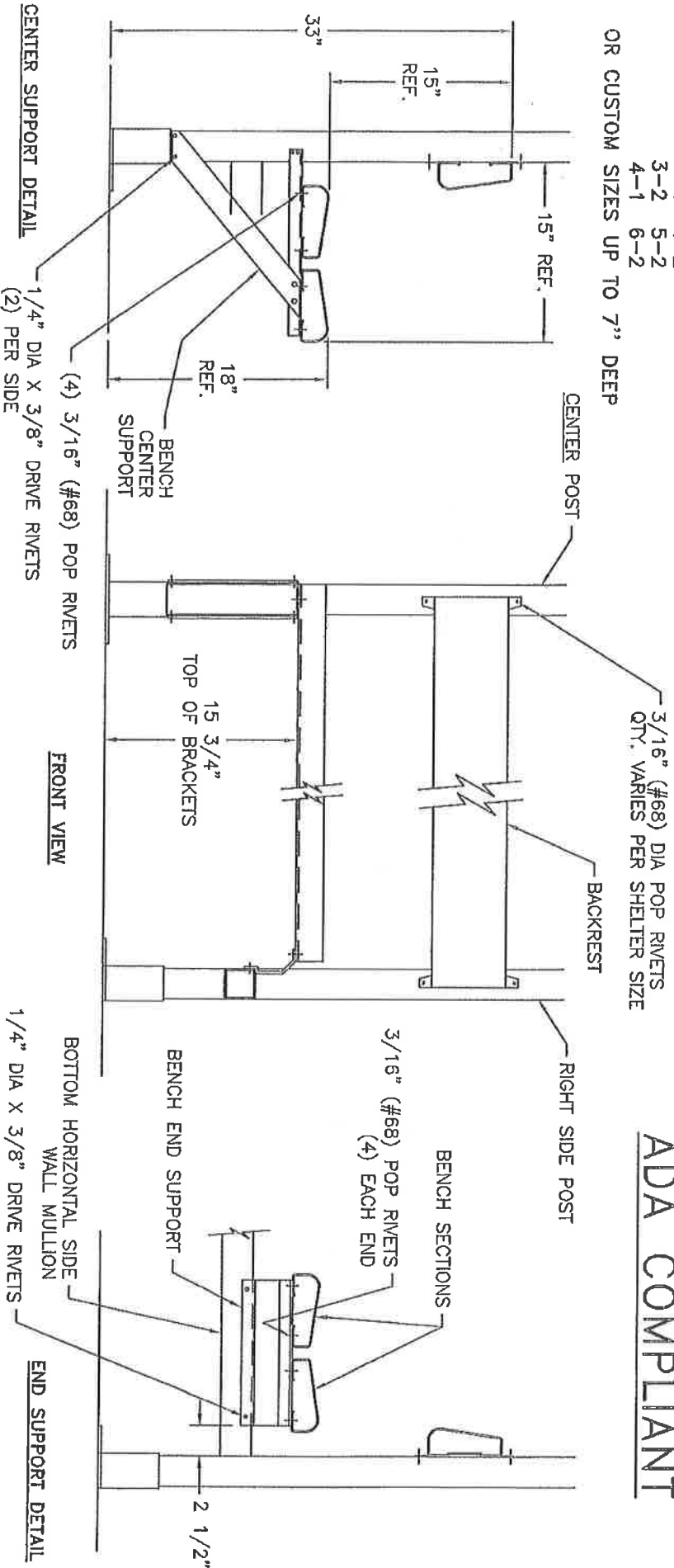
handi-hut inc. 3 GRUNWALD ST. CLIFTON, NJ 07013
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THIS DETAIL APPLIES TO MODELS

3-1 4-2
3-2 5-2
4-1 6-2

OR CUSTOM SIZES UP TO 7" DEEP

ADA COMPLIANT



1. ATTACH END SUPPORT BRACKET TO BOTTOM HORIZONTAL TUBE OF RIGHT SIDE WALL. REAR OF SUPPORT BRACKET SHOULD BE 2.5" FROM THE VERTICAL CORNER POST. DRILL HOLES INTO HORIZONTAL TUBE (1" BIT). ATTACH SUPPORT BRACKET WITH 1/4" X 3/8" DRIVE RIVETS.
2. POSITION THE CENTER SUPPORT BRACKET TO THE REAR WALL CENTER VERTICAL MULLION AND ATTACH WITH (8) 1/4" X 3/8" DRIVE RIVETS.
3. POSITION THE (2) BENCH SECTIONS ONTO THE END & CENTER SUPPORT BRACKETS AT LOCATION SHOWN AND DRILL HOLES INTO THE UNDERSIDE OF EACH SECTION WITH A #11 BIT. ATTACH SECTIONS WITH 3/16" (#68) POP RIVETS.
4. ATTACH BACKREST AS SHOWN

BENCH/BACKREST INSTALLATION



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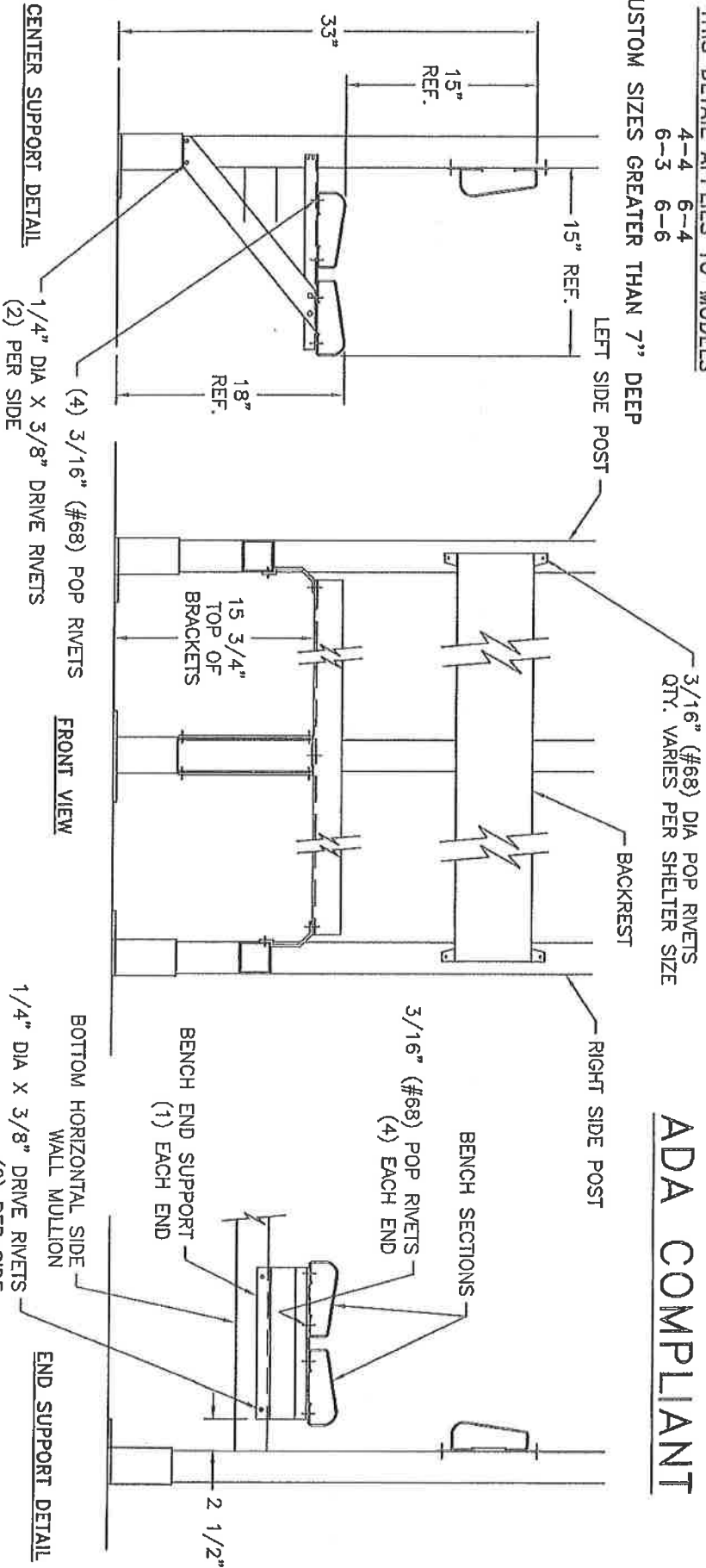
FIG. 10

THIS DETAIL APPLIES TO MODELS

4-4 6-4
6-3 6-6

OR CUSTOM SIZES GREATER THAN 7" DEEP

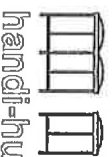
ADA COMPLIANT



1. ATTACH END SUPPORT BRACKETS TO BOTTOM HORIZONTAL TUBES OF SIDE WALLS. REAR OF SUPPORT BRACKET SHOULD BE 2.5" FROM THE VERTICAL CORNER POST. DRILL HOLES INTO HORIZONTAL TUBES (7" BIT). ATTACH SUPPORT BRACKET WITH 1/4" X 3/8" DRIVE RIVETS.
2. POSITION THE (2) BENCH SECTIONS ONTO THE SIDE SUPPORT BRACKETS AT LOCATION SHOWN AND DRILL HOLES INTO THE UNDERSIDE OF EACH SECTION WITH A #11 BIT. ATTACH SECTIONS WITH 3/16" (#68) POP RIVETS.
3. FOR SHELTERS WITH FOUR OR MORE REAR WALL PANELS, POSITION THE CENTER SUPPORT BRACKET TO THE REAR WALL VERTICAL MULLION AND ATTACH WITH (8) 1/4" X 3/8" DRIVE RIVETS. ATTACH THE BENCH SECTIONS AS DESCRIBED IN STEP 2.
4. ATTACH BACKREST AS SHOWN

BENCH/BACKREST INSTALLATION

FIG. 10



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CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No.
Date 8/28/20
Order Number 2991 00BRASCO
32400 INDUSTRIAL DRIVE
MADISON HEIGHTS MI 48071Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . . 601 5454512

PRINTED NAME Lauren SweeneySIGNATURE Lauren Sweeney DATE 9/2/20

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: BUS STOP SHELTER UNITS - HUB CITY TRANSIT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
BUS SHELTER BID REQUEST FOR FOUR (4) PROFESSIONALLY ENGINEERED BUS STOP SHELTER UNITS: - APPROXIMATELY 7.5' TO 8' WIDE BY 5' DEEP - OPEN FRONT WITH CLEAR 1/4" ACRYLIC SIDE AND REAR PANELS - "DUTCH HIP" OR "HISTORICAL" STYLE - BLACK OR BRONZE METAL FINISH/COLOR FOR ALL COMPONENTS WITH THE EXCEPTION OF THE WALL PANELS - 2-PERSON BENCH SEAT WITH BACK REST (ASSUMES INSTALLATION OF BENCH WOULD LEAVE ROOM FOR A WHEELCHAIR) IN ADDITION TO THE DOLLAR AMOUNT QUOTE, BIDDER SHOULD SUBMIT - SPECIFICATION AND INSTALLATION INSTRUCTIONS - DOCUMENTATION OF THE BUILDING CODES THE UNITS ARE CONSTRUCTED TO SATISFY - IMAGE OF THE PROPOSED SHELTER UNIT - IMAGE OF BENCH UNIT INCLUDED WITH THE BID THAT BEST COMPLEMENTS THE STYLE	08/28/20	4.00	EA	\$ 4,975	\$ 19,900	16-12 weeks from approvals	120 days

TOTAL BID PRICE \$ 19,900



American Made. American Trusted. Since 1993.



Bus Shelter RFQ

City of Hattiesburg

Bus Stop Shelters

Bid Date: September 2, 2020 @ 5:00pm

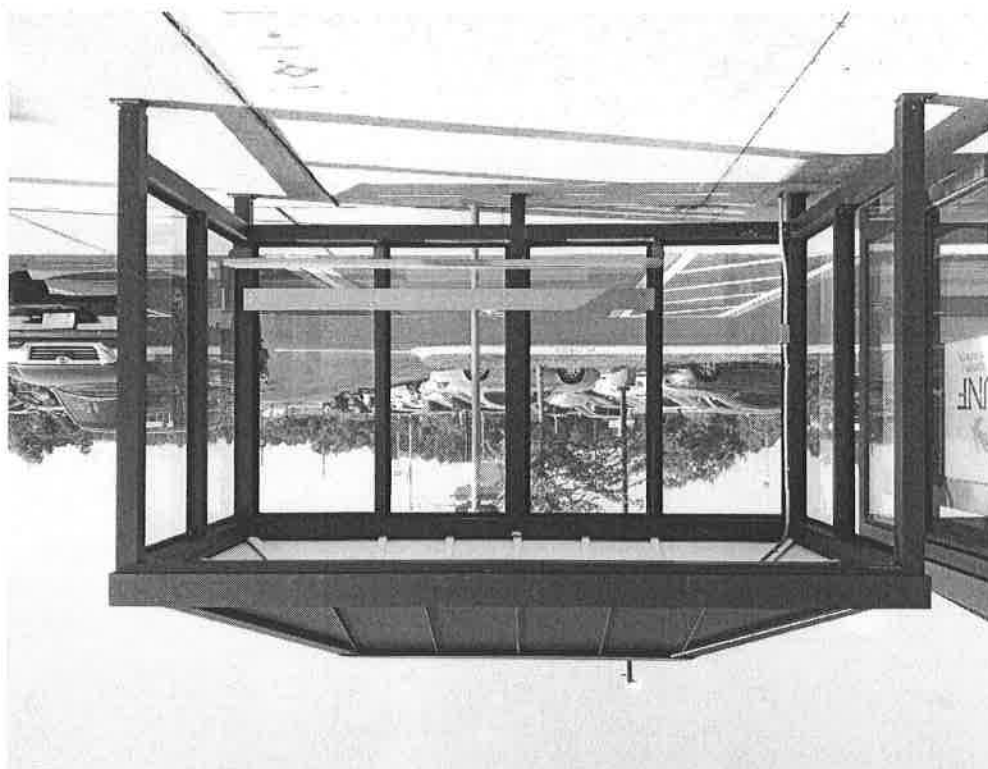
Brasco Contact:

Lauren Sweeney

800-893-3665 x211

lsweeney@brasco.com

www.brasco.com



32400 Industrial Dr. Madison Heights, MI 48071 • P: (313) 393-0293 F: (313) 393-0499

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September 2, 2020

Sylvester London, Division Manager
City of Hattiesburg, Purchasing Division
220 W. Front St. 2nd Floor
Hattiesburg, MS 39401
Re: Bus Shelters RFQ

Dear Sylvester,

Brasco International, Inc. is pleased to submit our proposal for Bus Shelters per City of Hattiesburg RFQ documents. Brasco has been a responsible and responsive bidder since 1993, partnering with hundreds of transit agencies as well as contractors on similar projects.

Brasco is a Michigan-based corporation, established over 26 years ago. Our mission is to act as a trusted designer and manufacturer of a full line of aluminum transit, bike, and custom shelters, solar powered lighting solutions, and streetscape furnishings that deliver value, quality, and originality to transit agencies and other markets. The extra work and quality control procedures we have in place help to safeguard for smooth production and installation.

We are confident that the quality of our shelters and the value of our customer service team cannot be surpassed. Brasco has decades of transit shelter experience and the financial resources, fabrication expertise, and the technical equipment to perform this contract.

We appreciate the opportunity and we look forward to working with you and your team in the near future. If you have any questions or require additional information please do not hesitate to contact me.

Sincerely,

Lauren Sweeney

Lauren Sweeney
Sales and Marketing Assistant
(313) 393-0393 ext. 211
lsweeney@brasco.com

SLIMLINE SHELTER SPECIFICATION



5' x 8' Slimline Series Aluminum Shelter

Three Sided, Full Side Walls With Open Front

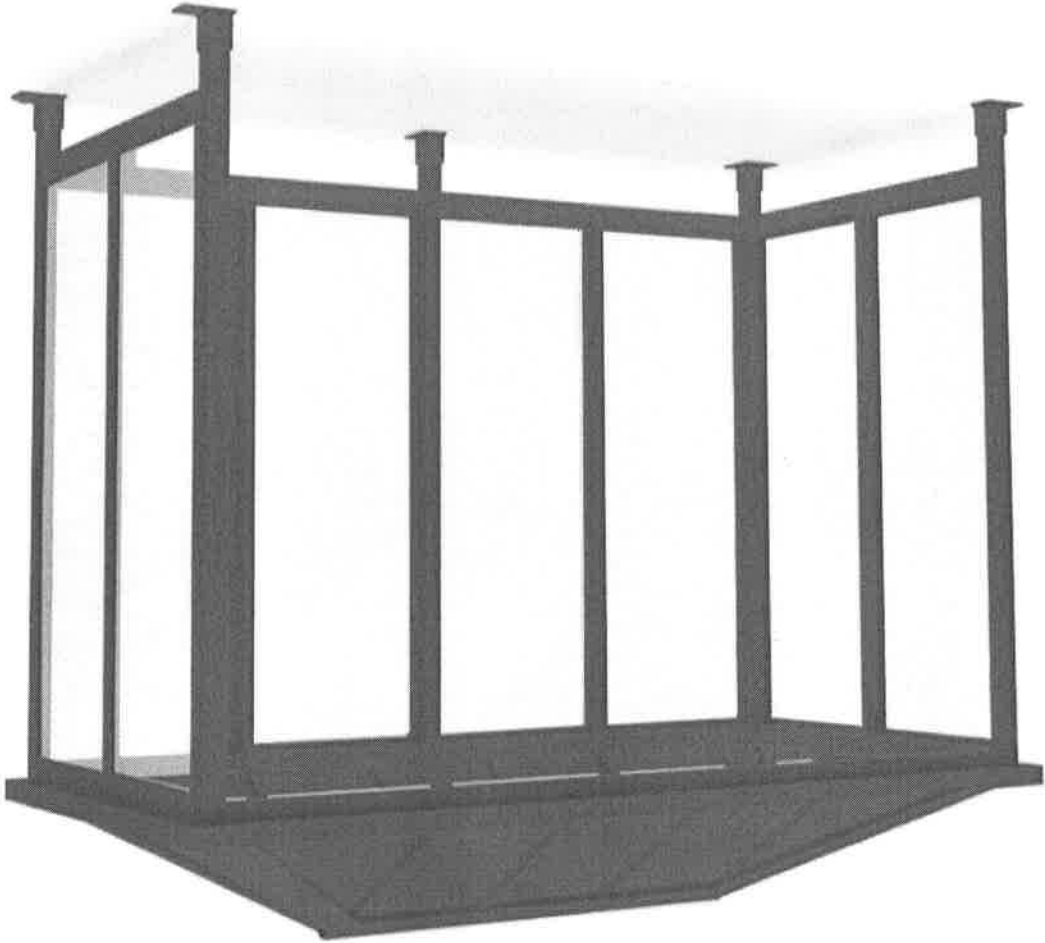
Dark Bronze Anodized Aluminum Finish

1/4" Clear Acrylic Wall Panels

Standing Seam Aluminum Hip Roof with 2 1/2" Fascia and Integral Gutter

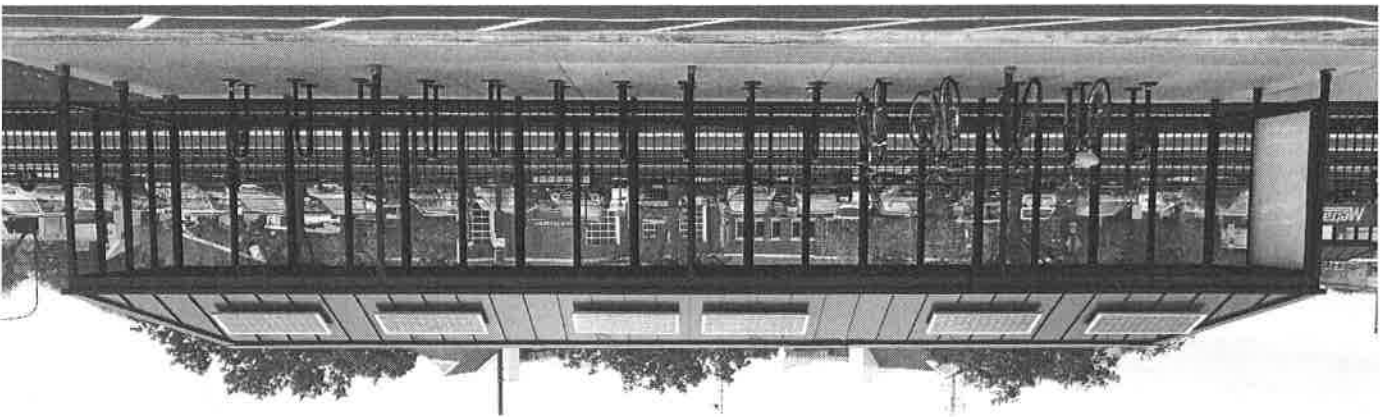
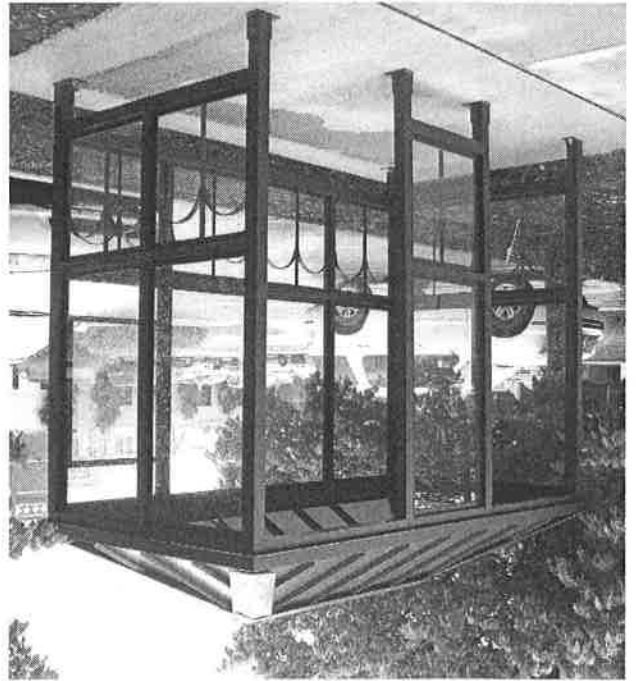
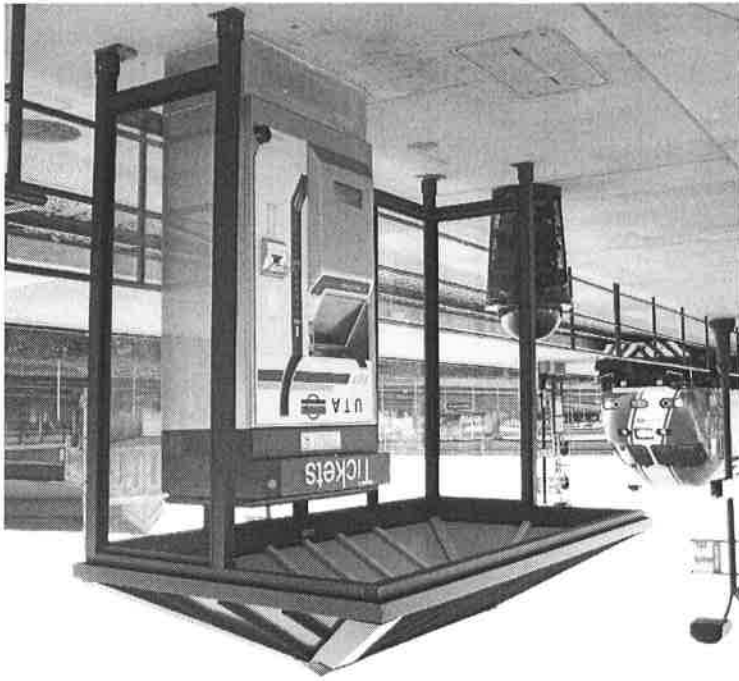
4' Wall-Mount Aluminum or HDPE Bench with Backrest (Not Shown in Rendering)

Structural Calculations Included to Meet Applicable Mississippi Codes

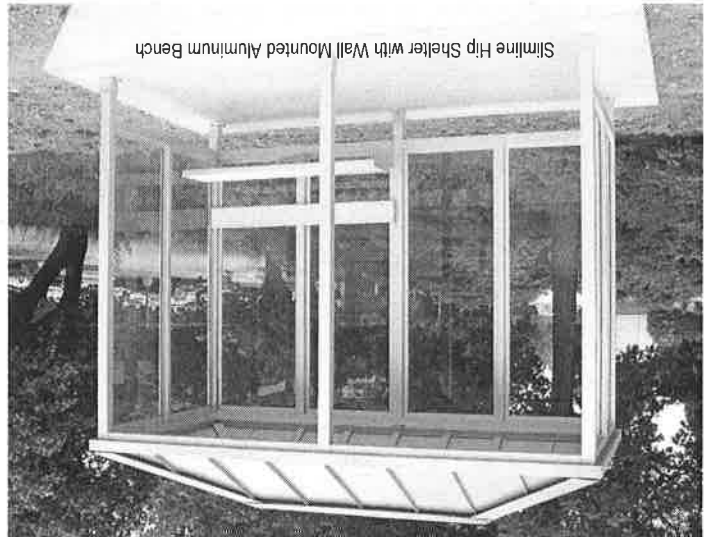


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Slimline Hip Shelter with Wall Mounted HDPE Bench



Slimline Hip Shelter with Wall Mounted Aluminum Bench

SLIMLINE SERIES HIP ROOF SHELTERS





BRASCO INTERNATIONAL, INC.

INSTALLATION GUIDELINES

Thank you for your order with Brasco International, Inc. Attached to these Guidelines are engineering instructions specific to your order. Please review all pages in full before proceeding with your installation.

Storage:

- It is important that products stored outside be fully tarpred. Wooden crates, cardboard boxes and identifying labels are not weatherproof and will deteriorate in the elements.
- If your order includes solar lighting, be cautious when handling batteries as they are capable of generating hazardous short-circuit currents. Remove all jewelry (bracelets, metal watches, rings) before attempting to handle or disassemble batteries.
- Batteries should be stored indoors at a recommended 68 degrees Fahrenheit for max. shelf life.
- Batteries should be installed no later than 3 months of delivery or battery warranties will be void.

Cleaning

- Do not use anything abrasive (steel wool, abrasive brushes) to clean any surface. Anodized surfaces are prone to marring from abrasives. Painted surfaces will dull as a result, and glass and plastic may scratch and break down.
- Over cleaning or excessive rubbing can do more harm than good.
- To prevent marring, make sure cleaning sponges, clothes, etc. are free of grit or dirt.
- Strong solvents can cause damage to the finished surfaces of both anodized and powder coated aluminum. Always clean a test surface in an inconspicuous area first.
- Avoid temperature extremes as heat can accelerate chemical reactions and may evaporate water from cleaning solutions. Extremely low temperatures may result in poor cleaning results.
- Solar panels need to be regularly cleaned to ensure maximum performance. Clean as needed with water and a soft cloth or sponge using a mild non-abrasive soap, and rinse well.

COMMON TOOLS NEEDED FOR INSTALLATION

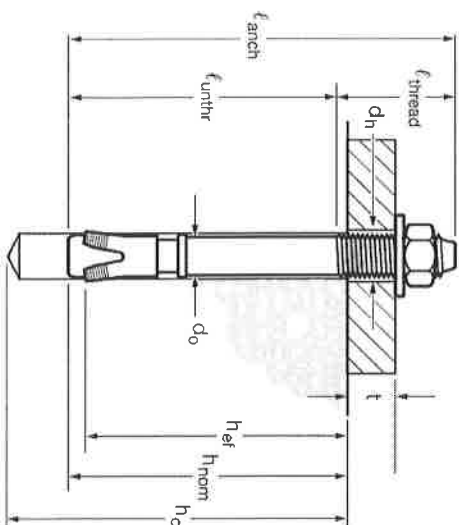
1	Drill Motor	1	Cordless Drill	1	Rivet Gun
1	1/4" Drill Bit	1	Air Compressor	1	Tape Measure
1	#11 Drill Bit	1	Steel Hammer	1	Torque Wrench
1	8" Long 1/2" Masonry Drill Bits	1	Dead Blow Hammer or Mallet	1	60" Bar Clamps
1	5/8" and 3/4" Socket and Wrench	1	Bubble Level, Line / String Level	1	Generator or Other Power Source
1	HD Drill Motor or Hammer Drill	1	Min. 6ft. Step Ladder	1	Shop Vac or Broom for Clean Up

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Expansion Anchor Guidelines

Expansion Anchor Installed



Expansion Anchor Technical Reference Chart

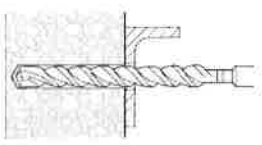
Setting Information	Symbol	Units	Nominal anchor diameter d _a							
Nominal bit diameter	d _{bit}	in.	3/8	1/2	5/8	3/4				
Minimum nominal embedment	h _{nom}	in.	2-5/16 (59)	2-3/8 (60)	3-5/8 (91)	3-9/16 (91)	4-7/16 (113)	4-5/16 (110)	5-9/16 (142)	
Effective minimum embedment	h _{ef}	in.	2 (51)	2 (51)	3-1/4 (83)	3-1/8 (79)	4 (102)	3-3/4 (95)	4-3/4 (95)	
Min. hole depth	h _o	in.	2-5/8 (67)	2-5/8 (67)	4 (102)	3-3/4 (95)	4-3/4 (121)	4-5/8 (117)	5-3/4 (146)	
Min. thickness of fixture ¹	t _{min}	in.	1/8 (3)	1/8 (3)	n/a	1/8 (3)	n/a	1/8 (3)	n/a	
Max. thickness of fixture	t _{max}	in.	2-1/4 (57)	4 (101)	2-3/4 (70)	5-5/8 (143)	4-3/4 (121)	4-5/8 (117)	5-5/8 (92)	
Installation torque	T _{inst}	ft-lb (Nm)	25 (34)	40 (54)	60 (81)	110 (149)				
Fixture hole diameter	d _f	in.	7/16 (11.1)	9/16 (14.3)	11/16 (17.5)	13/16 (20.6)				
Available anchor lengths	l _{avail}	in.	3 (76)	5 (127)	7 (178)	8 (203)	10 (254)	12 (305)	14 (357)	
Threaded length including dog point	l _{thread}	in.	7/8 (22)	1-5/8 (41)	2-3/8 (60)	3-1/2 (89)	4-1/2 (114)	5-1/2 (140)	6-1/2 (165)	
Unthreaded length	l _{unthr}	in.	2-1/8 (54)	2-1/8 (54)	3-1/4 (86)	4-1/4 (111)	5-1/4 (138)	6-1/4 (163)	7-1/4 (188)	

¹ Minimum thickness of fixture is a concern only when the anchor is installed at the minimum nominal embedment. When Kwik Bolt TZ anchors are installed at this embedment, the anchor threading ends near the surface of the concrete. If the fixture is sufficiently thin, it could be possible to run the nut to the bottom of the threading during application of the installation torque. If fixtures are thin, it is recommended that embedment be increased accordingly.

Anchoring Expansion Anchors into Concrete

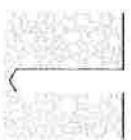
Step 1. Prepping the Concrete:

Using anchor boot as a template, mark hole locations and move anchor boot out of the way. Drill a hole the same diameter as the expansion anchor to a minimum depth of 1/2" deeper than the anchor will penetrate to allow debris to fall during installation.



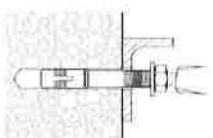
Step 2. Prepping the Hole:

Clean debris from holes using a wire brush, vacuum, or compressed air.



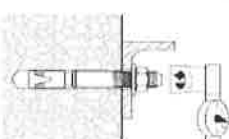
Step 3. Anchor Installation:

Replace the anchor boot and align with holes in the concrete. Make sure the nut on the expansion anchor is threaded to the top of the threads. Insert the expansion anchor through the base plate and into the hole in the concrete. Hit the expansion anchor with sharp blows until the washers are snug against the base plates.



Step 4. Securing the Anchor Boot:

Tighten the nut to the recommended installation torque.



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25-201 Industrial Dr.
The Woodlands, TX 77380

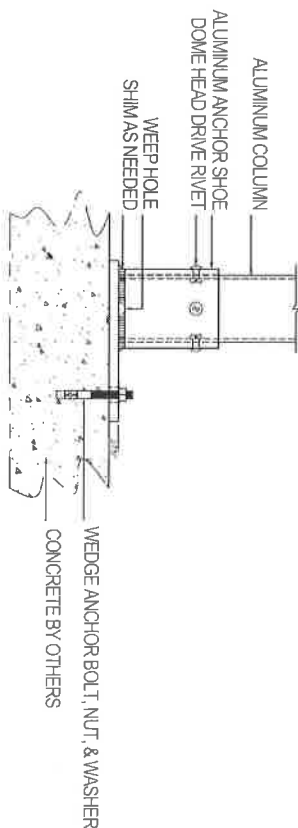
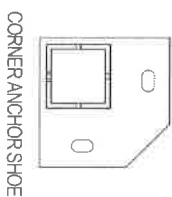
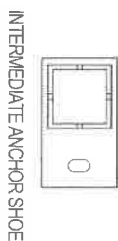
P.O. Box 100, City
Tomball, TX 77454
800-850-0000

Find us on the web at
www.brasco-intl.com
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Standard Brasco Anchoring Guidelines

1. Locating proper column locations is critical. Care must be taken to keep columns plumb and walls square to each other.
2. Shelter should be sloped slightly to the rear for proper drainage. Approximately 1/4 inch slope per ft. from front to rear of shelter is recommended. Columns should be shimmed as necessary.
3. Anchors to be installed in conjunction with manufacturers recommendations only. (See Expansion Anchor technical chart)
4. Anchors need to be installed a minimum of 6 inches from the edge of the concrete pad. See [Brasco's General Concrete Pad Recommendations](#) for reference.

Anchoring System Overview



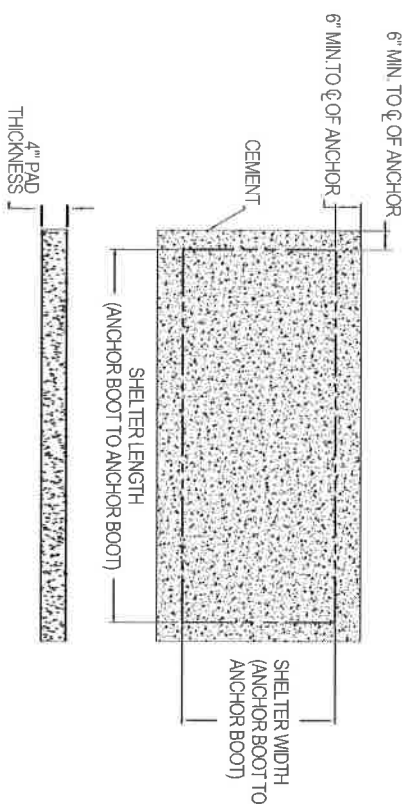
General Concrete Pad Recommendations

PLEASE NOTE:

These recommendations are to serve as a reference only. Brasco is not liable for concrete installation instructions unless structural concrete calculations are included with an order. Consult your local building codes for specific concrete pad requirements.

RECOMMENDATION:

Brasco recommends a minimum of 4 inch thick, 3000 PSI concrete pad. The concrete pad should allow a minimum of 6 inches around the shelter perimeter to prevent concrete breakage when anchoring to the pad. Concrete may or may not require additional reinforcement. If concrete calculations are required for installation or permitting purposes, please contact your Brasco account manager for a quote.



Brasco International, Inc.
10000 Highway 20
Houston, Texas 77060

P.O. Box 10000
Houston, Texas 77060

Shelter & Structures
10000 Highway 20
Houston, Texas 77060

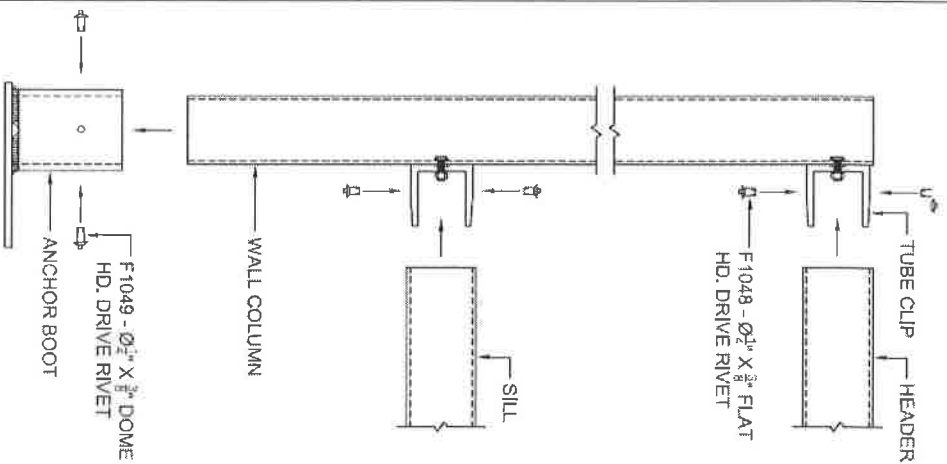


FIGURE 1

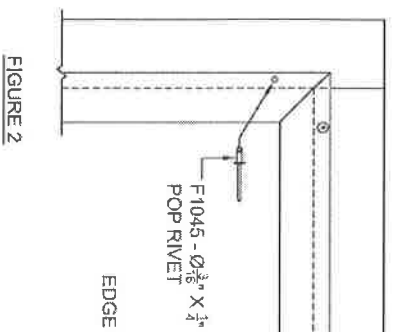
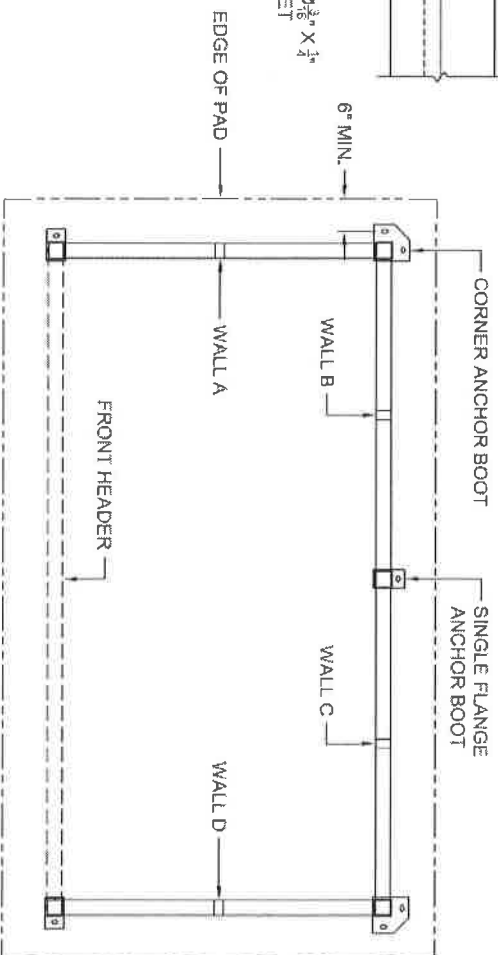


FIGURE 2



NOTE: FIGURE 3 SHOWS A GENERIC WALL LAYOUT. SEE WALL LAYOUT PROVIDED FOR ACTUAL CONFIGURATION.

FIGURE 3

- 1) START WITH THE LEFT SIDE WALL AND LEFT BACK WALL. SET COLUMNS IN ANCHOR BOOTS. (ANCHOR BOOTS CAN BE ALIGNED UNDER SILLS OR TO OUTSIDE OF SHELTER AS SHOWN IN FIGURE 3) SLIDE HEADER AND SILL TUBES ONTO CORRESPONDING TUBE CLIPS UNTIL FULLY ENGAGED. USING THE DRIVE RIVET TOOL, ATTACH TO CLIPS WITH F1048 - Ø2 1/2\"/>
- 2) REPEAT STEP 1 FOR REMAINING WALL SECTIONS, FRONT HEADER AND CROSS BRACE(S) CONNECTIONS.
- 3) WHERE WALL SECTIONS WERE CONNECTED, USE #11 (Ø.191\") DRILL BIT TO TRANSFER HOLES IN GLAZING SASH TO COLUMNS. SECURE SASH TO COLUMN WITH F1045 - Ø2 3/8\"/>
- 4) WITH THE SHELTER IN THE PROPER LOCATION, SQUARE AND PLUMB WALL SECTIONS, USING THE SHIMS PROVIDED, PITCH SHELTER TO THE REAR FOR DRAINAGE. TRANSFER Ø2 1/2\"/>
- 5) DRILL A Ø2 1/2\"/>



BRASCO INTERNATIONAL, INC.

32400 INDUSTRIAL DRIVE
MADISON HEIGHTS, MICHIGAN 48071
1-800-893-3665
WWW.BRASCO.COM

THIS DRAWING IS PROPRIETARY AND IS FOR THE SOLE USE OF OUR CUSTOMERS AND MAY NOT BE REPRODUCED OR COPIED WITHOUT WRITTEN PERMISSION FROM BRASCO INTERNATIONAL. LEAD TIME BEGINS UPON RECEIPT OF SIGNED APPROVAL.

SIGNED: _____ DATE: _____

CUSTOMER: INSTALLATION INSTRUCTIONS
PROJECT: SLIMLINE STYLE TRANSIT SHELTER
MODEL: SLIMLINE SERIES

JOB # _____
ENGINEER: S.J.T.
DATE: 11-10-11
CHECKER: BDH
DATE: 11-18-11
SHEET #: 2

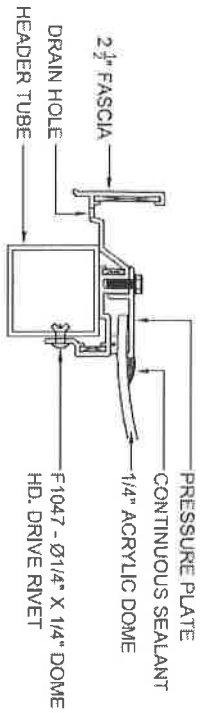


FIGURE 4

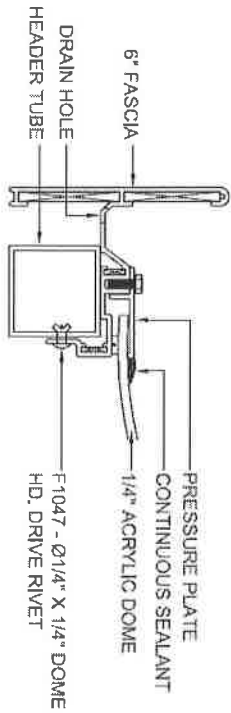


FIGURE 5

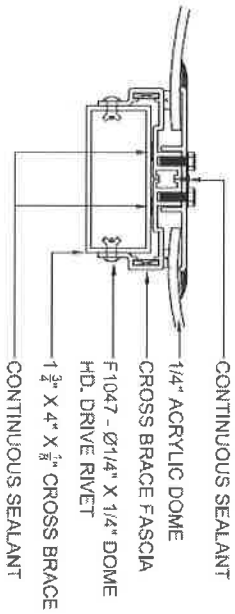


FIGURE 6

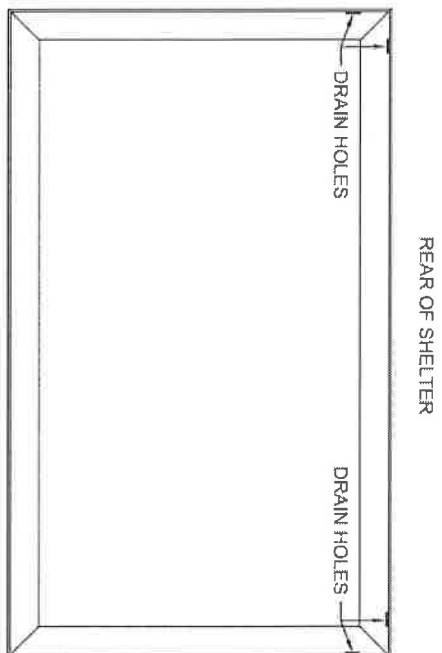


FIGURE 7

- 6) MAKE SURE TOP OF HEADER BEAMS ARE CLEAN AND CLEAR OF DEBRIS. WITH DRAIN HOLES TO REAR OF SHELTER SET THE ROOF MODULE ONTO SHELTER WALL SECTIONS (FIGURE 7).
- 6A) FIGURE 6 SHOWS ATTACHMENT FOR MULTIPLE DOME ROOFS. ON MULTIDOME ROOFS RUN TWO CONTINUOUS 1/4\"/>
- 7) TRANSFER MOUNTING HOLES IN FASCIA ALIGNMENT LIP TO HEADERS WITH Ø 1/4\"/>
- 8) ATTACH ROOF MODULE AROUND ENTIRE PERIMETER WITH F1047 - Ø 1/4\"/>



BRASCO INTERNATIONAL, INC.

32400 INDUSTRIAL DRIVE
MADISON HEIGHTS, MICHIGAN 48071
1-800-893-3665
WWW.BRASCO.COM

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SIGNED: _____ DATE: _____

CUSTOMER:	INSTALLATION INSTRUCTIONS			ENGINEER:	SJT
PROJECT:	SLIMLINE STYLE TRANSIT SHELTER			DATE:	11-10-11
MODEL:	SLIMLINE SERIES			CHECKER:	BIDH
	JOB #			DATE:	11-18-11
				SHEET #:	3

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 1
 Date 09/14/20

PO No. 202154
 Req No. 2996

VENDOR MAILING:
 GILKEY ELECTRIC SUPPLY CO INC
 1300 W PINE ST
 PO BOX 17287
 HATTIESBURG MS 39404-7287

FLUKER, CHERYL
 MINUTE BOOK # PENDING
 VENDOR # 00001487

(601) 5454621

SHIP TO :
 CITY OF HATTIESBURG
 TRAFFIC
 125 WALNUT ST
 HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: 4TH STREET/US49 WCU BRIDGE

SEND METHOD 1 (601)5543107

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001207.5605	HOUSE POWER BOXES	4.00	EA	110.0000	440.00
001207.5605	2"HUBS FOR POWER	4.00	EA	6.0000	24.00
001207.5605	2" PVC	40.00	EA	.9200	36.80
001207.5605	2"PVC MALE ADAPTER	4.00	EA	.8500	3.40
001207.5605	2"WEATHER HEADS	4.00	EA	8.5000	34.00
001207.5605	8"GROUND RODS	4.00	EA	11.2500	45.00
001207.5605	AKORN CLAMPS	4.00	EA	1.5000	6.00
001207.5605	#4 BARE feet	40.00	EA	.7000	28.00
001207.5605	1/0	56.00	EA	1.8000	100.80
001207.5605	2/0 feet	112.00	EA	2.4000	268.80
001207.5605	SINGLE POLE 20A BREAKERS	8.00	EA	5.0000	40.00
001207.5605	120V BUTTON PHOTO CELLS	4.00	EA	9.0000	36.00
001207.5605	BAG BROWN WIRE NUTS	1.00	EA	45.0000	45.00
001207.5605	BOXES11 10X2"LONG SCREWS	2.00	EA	6.5000	13.00
001207.5605	QUARTS GLUE	2.00	EA	8.5000	17.00
001207.5605	3/4 PVC 90DEGREE	18.00	EA	.7000	12.60
001207.5605	3/4 PVC COUP FT	400.00	EA	.1500	60.00
001207.5605	3/4 MALE ADP & LOCK NUT	18.00	EA	.4900	8.82
001207.5605	RECP	16.00	EA	1.2500	20.00

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:

VENDOR MAILING:
 GILKEY ELECTRIC SUPPLY CO INC
 1300 W PINE ST
 PO BOX 17287
 HATTIESBURG MS 39404-7287

FLUKER, CHERYL
 (601) 5454621
 VENDOR # 00001487

SHIP TO :
 CITY OF HATTIESBURG
 TRAFFIC
 125 WALNUT ST
 HATTIESBURG MS 39401

PROJECT LINE: 4TH STREET/US49 WCU BRIDGE
 PROCESSING CODE:

SEND METHOD 1 (601)5543107

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001207.5605	WP RECP COVER	16.00	EA	3.5000	56.00
001207.5605	FS BOXES 3/4 KO	16.00	EA	3.2500	52.00
001207.5605	12X12 PVC JUNCT BOX	15.00	EA	35.0000	525.00
001207.5605	WP				
001207.5605	1 1/4 90	30.00	EA	1.5000	45.00
001207.5605	1 1/4 PVC	100.00	EA	.6700	67.00
	FEET				
001207.5605	1 1/4 PCV COUP	30.00	EA	.3800	11.40
001207.5605	1 1/4 PVC MALE ADP	30.00	EA	.8500	25.50
	AND LOCKNUTS				
001207.5605	18/2 LAMP CORDROLLS	8.00	EA	90.0000	720.00
001207.5605	14" CABLE TIES	4000.00	EA	.0725	290.00
001207.5605	8 CABLE TIES	1000.00	EA	.0450	45.00
001207.5605	FM CLIP A PLUG CLIP	500.00	EA	1.2500	625.00
	ON OUTLET/BROWN				
001207.5605	MALE PLUGS CLIP-ON	100.00	EA	1.2500	125.00
	BROWN				
001207.5605	BUCKET PULL STRING	1.00	EA	38.0000	38.00
001207.5605	1 1/4 RATS	3.00	EA	8.5000	25.50
	FEET				
001207.5605	#10 BLK RED, WHITE,	4000.00	EA	.1960	784.00
	GREEN STRINGS				

TOTAL CONTRACT AMOUNT NOT TO EXCEED

4,673.62

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

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 9/09/20
Order Number 2956 OQGILKEY ELECTRIC SUPPLY CO
1300 W PINE ST
PO BOX 17287
HATTIESBURG MS 39404-7287Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401PRINTED NAME: Tony Walker Phone Number 601 5454512SIGNATURE: Tony Walker DATE 9/11/20

PROJECT LINE: 4TH STREET/US49 WCU BRIDGE

Shipping terms are F.O.B. destination, freight prepaid

HOUSE POWER BOXES	ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
2" HUBS FOR POWER		09/09/20	4.00	EA	100.00	440.00	9/18	9/30/20
2" PVC		09/09/20	4.00	EA	6.00	24.00		
2" PVC MALE ADAPTER		09/09/20	40.00	EA	.92	36.80		
2" WEATHER HEADS		09/09/20	4.00	EA	.85	3.40		
8" GROUND RODS		09/09/20	4.00	EA	8.50	34.00		
AKORN CLAMPS		09/09/20	4.00	EA	11.25	45.00		
#4 BARE feet		09/09/20	4.00	EA	1.50	6.00		
1/0		09/09/20	40.00	EA	.70	28.00		
2/0		09/09/20	56.00	EA	1.80	100.80		
		09/09/20	112.00	EA	2.40	268.80		



[Signature]

*Gilkey Electric
Tony Walker
9/11/20*

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. : : : 2
Date : : : 9/09/20
Order Number : : : 2996 00

PROJECT LINE: 4TH STREET/US49 WCU BRIDGE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
SINGLE POLE 20A BREAKERS	09/09/20	8.00	EA	5 ⁰⁰	40 ⁰⁰		
120V BUTTON PHOTO CELLS	09/09/20	4.00	EA	9 ⁰⁰	36 ⁰⁰		
BAG BROWN WIRE NUTS	09/09/20	1.00	EA	45 ⁰⁰	45 ⁰⁰		
BOXES 11 10X2" LONG SCREWS	09/09/20	2.00	EA	6 ⁵⁰	13 ⁰⁰		
QUARTS GLUE	09/09/20	2.00	EA	8 ⁵⁰	17 ⁰⁰		
3/4 PVC 90DEGREE	09/09/20	18.00	EA	.70	12 ⁶⁰		
3/4 PVC COUP FT	09/09/20	400.00	EA	.15	60 ⁰⁰		
3/4 MALE ADP & LOCK NUT	09/09/20	18.00	EA	.49	8 ⁸²		
NECP	09/09/20	16.00	EA	1.25	20 ⁰⁰		
WP RECP COVER	09/09/20	16.00	EA	3.50	56 ⁰⁰		
FS BOXES 3/4 KO	09/09/20	16.00	EA	3.25	52 ⁰⁰		

feet

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 3
Date 9/09/20
Order Number 2996 OQ

PROJECT LINE: 4TH STREET/US49 WCU BRIDGE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
12X12 PVC JUNCT BOX WP	09/09/20	15.00	EA	3.50	525.00		
1 1/4 90	09/09/20	30.00	EA	1.50	45.00		
1 1/4 PVC FEET	09/09/20	100.00	EA	.67	67.00		
1 1/4 PCY COUP	09/09/20	30.00	EA	.38	11.40		
1 1/4 PVC MALE ADP AND LOGNUTS	09/09/20	30.00	EA	.85	25.50		
18/2 LAMP CORDROLLS	09/09/20	8.00	EA	90	720.00		
14" CABLE TIES	09/09/20	4000.00	EA	.0725	290.00		
8 CABLE TIES	09/09/20	1000.00	EA	.045	45.00		
FM CLIP A PLUG CLIP ON OUTLET/BROWN	09/09/20	500.00	EA	1.25	625.00		
MALE PLUGS CLIP-ON BROWN	09/09/20	100.00	EA	1.25	125.00		
BUCKET FULL STRING	09/09/20	1.00	EA	38.00	38.00		
1 1/4 RATS FEET	09/09/20	3.00	EA	8.50	25.50		

43530

PROJECT LINE: 4TH STREET/US49 WCU BRIDGE

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. : : : 4
Date : : : 9/09/20
Order Number : : : 2396 OQ

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
#10 BLK. RED WHITE. GREEN STRINGS	09/09/20	4000.00	EA	.196	784.00		

TOTAL BID PRICE 4673.62

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 9/09/20
Order Number 2995 00ROBINSON ELECTRIC SUPPLY
1215 W PINE ST
PO BOX 1583
HATTIESBURG MS 39403-1583Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401PRINTED NAME Grant Bates

Phone Number . . . 601 5454512

SIGNATURE Grant BatesDATE 9-11-20

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 4TH STREET/US49 WCU BRIDGE

	ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
HOUSE POWER BOXES		09/09/20	4.00	EA	98.20	392.80	ASAP	
2" HUBS FOR POWER		09/09/20	4.00	EA	5.03	20.12	ASAP	30
2" PVC	• 72/5X 40	09/09/20	40.00	EA	72.15	28.86	ASAP	days
2" PVC MALE ADAPTER		09/09/20	4.00	EA	.54	2.16	ASAP	
2" WEATHER HEADS	7.8048 X 4 = 31.21	09/09/20	4.00	EA	780.48	31.22	ASAP	
8" GROUND RODS		09/09/20	4.00	EA	6.13	24.52		
ARBOR CLAMPS		09/09/20	4.00	EA	1.28	5.12		
#4 BARE feet	40x.69 = 27.60	09/09/20	40.00	EA	690.85	27.63		
1/0	56x1.83 = 102.48	09/09/20	56.00	EA	1830.28	102.50		
2/0	112x2.107 = 235.98	09/09/20	112.00	EA	2107.40	236.03		

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. : : : 2
Date : : : 9/09/20
Order Number : : : 2986 OQ

PROJECT LINE: 4TH STREET/US49 WCU BRIDGE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
SINGLE POLE 20A BREAKERS	09/09/20	8.00	EA	3.39	27.12	ASAP	
120V BUTTON PHOTO CELLS	09/09/20	4.00	EA	14.30	57.20		
BAG BROWN WIRE NUTS	09/09/20	1.00	EA	87.50	43.75		
BOXES 11 10X2" LONG SCREWS	09/09/20	2.00	EA	8.05	8.05		
QUARTS GLUE	09/09/20	2.00	EA	994.55	19.89		
3/4 PVC 90DEGREE	09/09/20	18.00	EA	37.69	6.78		
3/4 PVC COUP FT	09/09/20	400.00	EA	10.98	43.92		
3/4 MALE ADP & LOCK NUT	09/09/20	18.00	EA	19.94	3.59		
RECP	09/09/20	16.00	EA	45.94	7.35		
WP RECP COVER	09/09/20	16.00	EA	205.31	32.85		
FS BOXES 3/4 ED	09/09/20	16.00	EA	266.18	42.59		

$$2 * 9.94 = 19.88$$

$$18 * 37.69 = 6.78$$

$$400 * 10.98 = 43.92$$

$$1994 * 18 = 3.58$$

$$4594 * 16 = 7.34$$

$$20531 * 16 = 32.84$$

$$26618 * 16 = 42.56$$

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 3
Date 9/09/20
Order Number 2996 OQ

PROJECT LINE: 4TH STREET/US49 WCU BRIDGE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
12X12 PVC JUNCT BOX WP	09/09/20	15.00	EA	3893.64	584.05	ASAP	
1 1/4 90	09/09/20	30.00	EA	92.53	27.76		
1 1/4 PVC FEET	09/09/20	100.00	EA	49.89	49.89		
1 1/4 PCV COUP	09/09/20	30.00	EA	22.31	6.69		
1 1/4 PVC MALE ADP AND LOCKNUTS	09/09/20	30.00	EA	57.68	17.31		
18/2 LAMP CORDROLLS	09/09/20	(2) 8.00	EA	144.59	289.18	7days	
14" CABLE TIES	09/09/20	4000.00	EA	3.96	158.40	7days	
8 CABLE TIES	09/09/20	1000.00	EA	2.05	20.50	7days	
FM CLIP A PLUG CLIP ON OUTLET/BROWN	09/09/20	500.00	EA	45.00	225.00		
MALE PLUGS CLIP-ON BROWN	09/09/20	100.00	EA	121.25	121.25		
BUCKET FULL STRING	09/09/20	1.00	EA	36.53	36.53	ASAP	
1 1/4 RATS FEET	09/09/20	3.00	EA	7.65	30.60	7days	

0.9253 x 30

0.4989 x 100

0.2231 x 30

0.5768 x 30 = 17.30

0.0396 x 4000

0.0205 x 1000

0.450 x 500

1.2125 x 100

43630

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 4
Date 9/09/20
Order Number 2698 OQ

PROJECT LINE: 4TH STREET/US49 WCU BRIDGE

ITEM DESCRIPTION

Request Date
09/09/20
QTY
4000.00
EA
Unit Price
Extended Cost
Delivery Date
Expired Date#10 BLK. RED WHITE,
GREEN STRINGS10 str blk
10 str red
10 str wh
10 str green149.40 M 597.60
149.40 M 597.60
149.40 M 597.60
149.40 M 597.60TOTAL BID PRICE 5,123.07

4000 X .14940

BILL TO: CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page
Date

1
09/17/20

VENDOR MAILING:
JUBILEE DECOR LLC
406 RIVER FALLS ST STE 127
ANDALUSIA AL 36420-2640

JONES, ANN
MINUTE BOOK # PENDING
VENDOR # 00116081

SHIP TO :
CITY OF HATTIESBURG
CONSTRUCTION
125 WALNUT ST
HATTIESBURG MS 39401

PO No. 202306
Req No. 2997

PROCESSING CODE:

PROJECT LINE: SOUTH 49 BRIDGE DISPLAY LIGHTING; 14FTX5FT BELL

Account # Description QTY UM UNIT COST TOTAL COST

001207.5605 METAL BELL DISPLAY 2.00 EA 3,285.0000 6,570.00

Christmas Bell Display with mount to bridge
14ft long by 5ft tall aluminum frame finished with 5mm LED
lights, foliage and rope light trim
Preferred light color: white and red

TOTAL CONTRACT AMOUNT NOT TO EXCEED 6,570.00

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

QUOTE REQUEST RESPONSE FORM

Date: 9/16/20
Order Number: 2997 00

JRILEE DESIGN LLC
801 RIVER BLVD STE 12
ANN ARBOR MI 48106-2640

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Mail To:

Phone Number: 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PRINTED NAME: C. J. Slighter
SIC: DATE: 9/17/20

PROJECT LINE: SOUTH 45 BRIDGE DISPLAY LIGHTING: 14FTX5FT BELL

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
METAL BELL DISPLAY Display with mount to bridge tall aluminum frame finished with 5mm LED and rope light trim protected light color: white and red	09/15/20	2.00	EA	3,285.00	6,570.00	11/1	11/24

TOTAL BID PRICE: \$6,570

Freight is \$945.00

Award to
Cm
Catherine Menier
9/17/2020



QUOTE REQUEST RESPONSE FORM

JUBILEE DECOR LLC
406 RIVER FALLS ST STE 12
ANDALUSIA AL 36420-2640

Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Date: 9/16/20
Order Number: 2997 QQ

PRINTED NAME: Justin Sighter
SIGNATURE: *Justin Sighter* DATE: 9/17/20

Phone Number: 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: SOUTH 49 BRIDGE DISPLAY LIGHTING: 14FTX5FT BELL

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
METAL BELL DISPLAY Christmas Bell Display with mount to bridge 14ft long by 5ft tall aluminum frame lights, foliage and rope light trim Preferred light color: white and red	09/15/20	2.00	EA	3,285.00	6,570.00	11/1	11/24

TOTAL BID PRICE: \$6,570

Freight is \$945.00

Page No. 1
Date 2/17/20
Order Number 2337 00

Mail To.

ONE OF THE BRANCHES IN PHYSICS
IS THE ONE FLOOR
B-202 MS 39401

MS 39401

Phone Number . . 601 3454512

Shipping terms are F.O.B. destination. freight prepaid

PROJECT LINE: SOUTH 49 BRIDGE DISPLAY LIGHTING; 14FTX5FT BELL

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
METAL BELL DISPLAY	09/15/20	2.00	EA	\$3,525	\$7,050.00	11-23-20	12-31-20
Christmas Bell Display with mount to bridge							
with 10' x 8' tall aluminum frame							
Painted white and rope light trim							
Preferred light color: white and red							
					FREIGHT		
					\$990		
					TOTAL BID PRICE		\$8,040.00



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, October 6, 2020

Re: Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
File Number: 2020-699
Minute Book #

Summary

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

Recommendation Statement

I recommend issuance of manual checks for CDBG Program Claims per attached Memorandum

Please place this on the October 6, 2020 City Council meeting for consideration.



"Breaking the Shackles of Poverty Through Services"

Breakthrough Community Services, Inc.

1313 Country Club Road

Hattiesburg, MS 39401

P 601-582-3475

F 601-582-0149

INVOICE

REIMBURSEMENT

BILL TO:

City of Hattiesburg

Department of Federal & State Programs

P. O. Box 1898, Hattiesburg, MS 39401

Phone: 601.545.4558

Project	Contractor	Property Address	Invoice	Date
Emergency Repair		110 Saucier Drive	03	September 17, 2020

Quantity	Description	Unit Price	Total
	Project Delivery Fee for 110 Saucier Drive		\$52.50
09-22-20P01:06 RCVD 			
			\$52.50

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard, Director
Department of Urban Development

DATE: September 28, 2020

SUBJECT: Authorize issuance of manual checks for CDBG Program claims

The following request for payment is being submitted for approval during the City Council's October 6, 2020 meeting. Please authorize and approve issuance of manual checks for the claims listed below:

Recipient: Breakthrough Community Services
Activity: Emergency Repair
Program: CDBG
Project Site: 110 Saucier Drive
Amount Requested: \$52.50
Purpose of Request: Project delivery fee

Recipient: Helen O'Neal
Activity: Housing Rehabilitation
Program: CDBG
Project Site: 303 J. C. Killingsworth Drive
Amount Requested: \$900.00
Purpose of Request: Temporary relocation assistance (9/28/20-10/27/20)



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Chris McGee, Director of Parks and Recreation
cc:
Date: Tuesday, October 6, 2020
Re: Approve the sale of grave spaces per attached, Memo's, Receipts and Deeds.
File Number: 2020-691
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. 2020-691, Approve the sale of grave spaces.

Please place this on the October 6, 2020 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: September 21, 2020

The following represents the grave spaces sold on September 21, 2020.

Linda Colson

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 124, Section 38, Highland Cemetery

Tommy Goff

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 103, Section 38, Highland Cemetery

Sammy H. III and Peggy A. James

(8) Spaces \$ 1,400.00

Entire Lot 13, Section 35, Highland Cemetery

Pamela J. McKeller

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 71, Section 38, Highland Cemetery

Lula Walker

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 45, Section 35, Highland Cemetery

Ruth Woullard

(1) Space \$ 150.00

West Half (W ½) of the Northeast Quarter (NE ¼)

Lot 116, Section 1, South Hill Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: September 28, 2020

The following represents the grave spaces sold on September 28, 2020.

Edie Camper, Sr

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 95, Section 38, Highland Cemetery

Sam Fillingane

(2) Space \$ 350.00

Northwest Quarter (NW ¼)

Lot 125, Section 21, Highland Cemetery

Katherine L. Spann

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 90, Section 34, Highland Cemetery

Denise Posey

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 88, Section 38, Highland Cemetery

LaTonya Earl

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 75, Section 34, Highland Cemetery

John & Pranati Johnson

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 131, Section 39, Highland Cemetery

Angel Savannah Smith (infant)

(1) Space \$ 45.00

Baby Space # 57

Lot 2, Section 3, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09/18/ 20 20

SOLD TO:

Mr. (Mrs.) Miss Linda Colson

ADDRESS 304 Whitewater St Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW 1/4 Lot No. 124 Section No. 38 in Hickory Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By Dorothy B. Burrell
Supt. of City Cemeteries

CK# 55562 (more)

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 9-18- 20 20

SOLD TO:

Mr. Mrs. Miss Tommy Goff

ADDRESS P.O. Box 245 Hattiesburg, MS 39405

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 103 Section No. 28 in Hickory Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Dorothy B. Burrell
Supt. of City Cemeteries

CK# 94741

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09/13/ 20 20

SOLD TO:

Mr. Mrs. Miss Sammy H. III And Peggy H. James

ADDRESS 115 Summerwood Drive, Petal, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

Entire Lot Lot No. 13 Section No. 35 in Hickory Cemetery

Number of grave spaces 8 Price per grave space \$ 175.00

Price Received \$ 1,400.00

CITY OF HATTIESBURG, MISSISSIPPI

By Dorothy B. Burrell
Supt. of City Cemeteries

CK# 2902

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 2-1-20 20

SOLD TO:

Mr. (Mrs.) Miss Tamela S. McKellar

ADDRESS 107 Dewitt Circle Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 71 Section No. 20 in North 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# 9474

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 9-21-20 20

SOLD TO:

Mr. Mrs. (Miss) Lula Walker

ADDRESS P.O. Box 8618 Moss Point, MS 39562

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 45 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# 005680

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 09/17/20 20

SOLD TO:

Mr. Mrs. Miss Ruth Wouillard

ADDRESS 711 Homer Ladner Rd Dobyville, MS 39470

desires to purchase the grave space described below, subject to Cemetery regulations.

W 1/2 NE 1/4 Lot No. 116 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 [Signature]
Supt. of City Cemeteries

CASH

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 9-21- 2020

SOLD TO:

Mr. Mrs. Miss Eddie Camper SR

ADDRESS 2018 31st Ave. Gulfport MS 39501

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 95 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175

Price Received \$ 175

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CC

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., SEPT. 25 2020

SOLD TO:

Mr. Mrs. Miss SAM FELLENGANE

ADDRESS 27 LAKE FOREST DR WET 528 HATTIESBURG MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW $\frac{1}{4}$ Lot No. 125 Section No. 21 in HIGHLAND Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CARD

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-25- 2020

SOLD TO:

Mr. (Mrs) Miss Katherine L. Spann

ADDRESS P.O. Box 889 Hattiesburg, MS 39403

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 90 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175

Price Received \$ 175

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK# 4324

✓
**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-22 2020

SOLD TO:

Mr. Mrs. Miss Denise Posey
ADDRESS 4016 North 39th Ave Apt #2 Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 88 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09/26/ 2020

SOLD TO:

Mr. Mrs. La Tanya Earl
ADDRESS P.O. Box 245 Hattiesburg MS 39403

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 75 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

ck# 9480
(A+A)

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Baune
Supt. of City Cemeteries

✓
**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-25- 2020

SOLD TO:

Mr. Mrs. Miss John & Priscilla Johnson
ADDRESS 1080 Windmill Dr Met Meridian, MS 39305

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 131 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK# 3877

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

V
CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 09/22/ 20 20

SOLD TO:

Mr. Mrs. Miss Angel Savannah Smith (Infant)

ADDRESS P.O. Box 16147, Hattiesburg, MS 39404-6147

desires to purchase the grave space described below, subject to Cemetery regulations.

Baby Space # 57 2 Section No. 3 in Highland Cemetery
1/2 Lot No.

Number of grave spaces 1 Price per grave space \$ 45.00

Price Received \$ 45.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries
ck# 4483 (Forest)

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, Linda Colson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 124 Section Number 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day October, 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 6th day of October, 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 Tommy Goff, 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 103 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 6th day of October, 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 6th day of October 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 THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$1,400.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Sammy H. III and Peggy A. James, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Entire Lot
Lot Number: 13 Section Number: 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

eight (8) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of October, 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 6th day of October, 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 Pamela J. McKeller, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 71 Section 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 6th day of October, 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 6th day of October 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 Lula Walker, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 45 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 6th day of October, 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 6th day of October 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 Ruth Woullard, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½) of the Northeast Quarter (NE¼)

Lot Number: 46 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 6th day of October, 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 6th day of October, 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 Eddie Camper, 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:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 95 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 6th day of October, 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 6th day of October 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, Sam Fillingane, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 125 Section Number 21

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 October, 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 6th day of October, 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 Katherine L. Spann, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 90 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 6th day of October, 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 6th day of October 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 Denise Posey, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 88 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 6th day of October, 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 6th day of October 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 LaTonya Earl, 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 75 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 6th day of October, 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 6th day of October 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 John & Pranati Johnson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 131 Section 39

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 6th day of October, 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 6th day of October 2020.

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 6, 2020

Re: Approve claims docket for the period ending September 30, 2020.
File Number: 2020-693
Minute Book #

Summary

Approve claims docket for the period ending September 30, 2020.

Recommendation Statement

Please place this on the October 6, 2020 City Council meeting for consideration.

00001 AT&T	601M26940440	00202012	19007534	SERV 9/8-10/7/2020 POLICE DEPT	09/30/20	279038	76.00-
00001 AT&T	601545491010	02020831	19007584	SERV 9/8-10/7 POLICE DISPATCH	09/30/20	279039	181.00-
00001 AT&T	601M26684200	00202371	19007589	INTERACT SUPPORT	09/30/20	279040	6,790.00-
00001 AT&T	601M26491400	00202371	19007590	INTERACT SUPPORT	09/30/20	279041	47.00-
00001 AT&T	056314932900	02020838	19007730	L/DIST 8/15-9/15 POL DISPATCH	09/30/20	279042	45.83-

AT&T							
Sum							7,139.83-
00001 AT&T MOBILITY	287273861504	00202362	19007602	GPS TRACKING 8/20 VARI DEPTS	09/30/20	279043	5,186.22-

AT&T MOBILITY							
Sum							5,186.22-
00001 AUTO ARMATURE SERVICE IN 22394		00202281	19007508	STARTER U#18332 POLICE	09/30/20	279044	139.95-
00001 AUTO ARMATURE SERVICE IN 22412		00202313	19007526	BATTERY U#18332 POLICE	09/30/20	279044	185.95-
00001 AUTO ARMATURE SERVICE IN 22421		00202321	19007527	BATTERY U#15451 POLICE	09/30/20	279044	89.99-
00001 AUTO ARMATURE SERVICE IN 22458		00202359	19007749	PRESSURE WASHER BATTERY P/W	09/30/20	279044	157.95-
00001 AUTO ARMATURE SERVICE IN 22501		00202389	19007753	BATTERY U#17529 SANIT	09/30/20	279044	157.95-

AUTO ARMATURE SERVICE IN							
Sum							731.79-
00001 AUTOMOTIVE GLASS SPECIAL I239297		00202134	19007528	WINDSHIELD U#18316 POLICE	09/30/20	279045	295.00-
00001 AUTOMOTIVE GLASS SPECIAL I239306		00202259	19007635	ROCKSPOT REPR U#20429 POLICE	09/30/20	279045	70.00-

AUTOMOTIVE GLASS SPECIAL							
Sum							365.00-
00001 BIG IRON DIESEL REPAIR L RO4230		00202386	19007687	DIAGNOSTIC CK U#15892 SANIT	09/30/20	279046	500.00-

BIG IRON DIESEL REPAIR L							
Sum							500.00-
00001 BODY TECH INC 2740		00201006	19007642	REPRS U#19348 POLICE	09/30/20	279047	4,927.60-
00001 BODY TECH INC 2741		00202116	19007643	REPRS U#18332 POLICE	09/30/20	279047	1,011.49-

BODY TECH INC							
Sum							5,939.09-
00001 BONDED LIGHTNING PROTECT 835977-1A		00194101	19007756	LIGHTNING PROTECT SYS POLICE	09/30/20	279049	7,498.50-

BONDED LIGHTNING PROTECT							
Sum							7,498.50-
00001 BOURNE BROTHERS PRINTING 75730		00201982	19007514	RIGHT WAY THROW AWAY SIGNS	09/30/20	279050	200.00-
00001 BOURNE BROTHERS PRINTING 75775		00201953	19007519	ACCIDENT REPORTS RISK MGMT	09/30/20	279050	70.00-

BOURNE BROTHERS PRINTING							
Sum							270.00-
00001 BRACKMAN MOWER WAREHOUSE 57187		00202052	19007571	CHAINSAW REPR PTS CEMETERY	09/30/20	279051	69.25-

BRACKMAN MOWER WAREHOUSE							
Sum							69.25-
00001 BROOKS COURT REPORTING 41081		00202319	19007523	TRANSCRIPT ROCKY WALTERS CASE	09/30/20	279052	407.57-

BROOKS COURT REPORTING							
Sum							407.57-

00001	BURGE EXCAVATING & GRADI	1493	00202356	19007622	TOPSOIL/SAND CEMETERIES	09/30/20	279053	475.00-

BURGE EXCAVATING & GRADI								475.00-
Sum								475.00-
00001	C D W GOVERNMENT	ZHJ2349	00200358	19007503	COMPUTER SUPP INFO TECH	09/30/20	279056	3,210.02-
00001	C D W GOVERNMENT	ZHP9918	00200358	19007504	COMPUTER SUPP INFO TECH	09/30/20	279056	216.20-
00001	C D W GOVERNMENT	ZHX9737	00200358	19007505	COMPUTER SUPP INFO TECH	09/30/20	279056	147.30-
00001	C D W GOVERNMENT	ZTL5398	00201450	19007536	ADOBE SUBSCRIPTIONS VARI DEPT	09/30/20	279056	5,551.05-
00001	C D W GOVERNMENT	ZXT4496	00201450	19007558	CREDIT PO#201081 FIRE DEPT	09/30/20	279056	654.84
00001	C D W GOVERNMENT	1181002	00202026	19007565	DOOR SPEAKER SYS #1FIRE/ADM	09/30/20	279056	391.11-

C D W GOVERNMENT								8,860.84-
Sum								192.63-
00001	CANON FINANCIAL SERVICES	21915630	00202388	19007628	COPIER 9/2020 PURCHASING	09/30/20	279057	192.63-

CANON FINANCIAL SERVICES								192.63-
Sum								15.88-
00001	CARQUEST AUTO PARTS STOR	14758-147664	00202279	19007518	REPR PTS U#19499 M/ADM	09/30/20	279058	15.88-
00001	CARQUEST AUTO PARTS STOR	14758-147896	00202174	19007569	REPR PTS U#20074 SANIT	09/30/20	279058	14.45-
00001	CARQUEST AUTO PARTS STOR	14758-147854	00201928	19007570	REPR PTS U#17018 HEALTH DIV	09/30/20	279058	40.05-
00001	CARQUEST AUTO PARTS STOR	14758-147998	00201994	19007636	REPR PTS U#21138 POLICE	09/30/20	279058	65.63-
00001	CARQUEST AUTO PARTS STOR	14758-147951	00202385	19007650	REPR PTS U#15449 LAND CODE	09/30/20	279058	14.26-
00001	CARQUEST AUTO PARTS STOR	14758-147947	00202377	19007678	REPR PTS U#14517 & SHOP	09/30/20	279058	290.90-
00001	CARQUEST AUTO PARTS STOR	14758-148012	00202427	19007679	REPR PTS U#19835 FIRE DEPT	09/30/20	279058	179.75-

CARQUEST AUTO PARTS STOR								620.92-
Sum								120.00-
00001	CENTER FOR GOVERNMENT AN	REG JONES 10	00202481	19007739	REG JONES MUN CLK CONF	09/30/20	279061	120.00-

CENTER FOR GOVERNMENT AN								120.00-
Sum								522.48-
00001	CHEAPER THAN DIRT INC	15626796	00199616	19007676	GUN SIGHT SETS P/F ACADEMY	09/30/20	279062	522.48-

CHEAPER THAN DIRT INC								522.48-
Sum								27.75-
00001	CINTAS CORPORATION #J66	4062108599	00202331	19007575	UNIFORMS 9/21 PUBLIC WORKS	09/30/20	279064	27.75-
00001	CINTAS CORPORATION #J66	4062108688	00202331	19007576	UNIFORMS 9/21 PUBLIC WORKS	09/30/20	279064	51.38-
00001	CINTAS CORPORATION #J66	4062108593	00202331	19007577	UNIFORMS 9/21 PUBLIC WORKS	09/30/20	279064	77.40-
00001	CINTAS CORPORATION #J66	4062108533	00202331	19007578	UNIFORMS 9/21 PUBLIC WORKS	09/30/20	279064	81.96-
00001	CINTAS CORPORATION #J66	4062108626	00202344	19007579	UNIFORMS 9/21 P/W SHOP	09/30/20	279064	31.97-
00001	CINTAS CORPORATION #J66	4062105478	00202344	19007580	UNIFORMS 9/21 CONSTR	09/30/20	279064	55.11-
00001	CINTAS CORPORATION #J66	4062108822	00202343	19007581	UNIFORMS 9/21 SANIT	09/30/20	279064	172.36-
00001	CINTAS CORPORATION #J66	4062108677	00202343	19007582	MOP/MAT 9/21 SANIT	09/30/20	279064	60.45-
00001	CINTAS CORPORATION #J66	4062108728	00202343	19007583	MOP/MAT 9/21 SANIT	09/30/20	279064	23.22-
00001	CINTAS CORPORATION #J66	4062108648	00202441	19007682	UNIFORMS 9/21 TRAFFIC	09/30/20	279064	25.00-
00001	CINTAS CORPORATION #J66	4062108240	00202441	19007683	MOP/MAT 9/21 TRAFFIC	09/30/20	279064	6.36-

00001 CINTAS CORPORATION #J66	4062832321	00202485 19007764	UNIFORMS 9/28 P/W SHOP	09/30/20	279064	31.97-
00001 CINTAS CORPORATION #J66	4062832249	00202485 19007765	UNIFORMS 9/28 CONSTR DEPT	09/30/20	279064	55.11-
00001 CINTAS CORPORATION #J66	4062832499	00202492 19007777	UNIFORMS 9/28 SANIT	09/30/20	279064	204.15-

CINTAS CORPORATION #J66						
Sum						904.19-
00001 CIOX HEALTH	0316651112	00202445 19007667	RECORDS RETRIEVAL POLICE	09/30/20	279065	15.50-
00001 CIOX HEALTH	0316652023	00202445 19007668	RECORDS RETRIEVAL POLICE	09/30/20	279065	22.10-
00001 CIOX HEALTH	0316645803	00202445 19007669	RECORDS RETRIEVAL POLICE	09/30/20	279065	14.00-

CIOX HEALTH						
Sum						51.60-
00001 CITY OF HATTIESBURG FUND TRF 2ND 9/20	02020830 19007559	TRF TO COVER 2ND 9/20 PAYROLL	09/22/20	10122	1,108,540.82-	

CITY OF HATTIESBURG FUND						
Sum						1,108,540.82-
00001 CLARION LEDGER (ADVERTIS 0003482601	00202382 19007592	CITY WIDE ADS AND NOTICES	09/30/20	279067	68.96-	

CLARION LEDGER (ADVERTIS						
Sum						68.96-
00001 COCA COLA BOTTLING COMPA 19873210924	00202476 19007772	WTR/POWERADE 10/3 WORKERS	09/30/20	279070	214.40-	

COCA COLA BOTTLING COMPA						
Sum						214.40-
00001 COLE, RONDA	TRAV ADVANCE 00202443 19007665	TRAV ADV MMCCA CONF JACKSON	09/30/20	279071	204.52-	

COLE, RONDA						
Sum						204.52-
00001 COMCAST CABLEVISION OF H 839641073089	00202494 19007773	CABLE 9/20-10/19 SANIT & P/W	09/30/20	279072	84.48-	

COMCAST CABLEVISION OF H						
Sum						84.48-
00001 COMMERCIAL STATIONERY CO 440049-0	00202332 19007781	OFFICE SUPP P/F ACADEMY	09/30/20	279073	82.51-	

COMMERCIAL STATIONERY CO						
Sum						82.51-
00001 DEVINEY CONSTRUCTION CO 7349	00201964 19007778	4TH ST CONDUIT BORE LABOR	09/30/20	279077	21,862.00-	

DEVINEY CONSTRUCTION CO						
Sum						21,862.00-
00001 DOLEAC ELECTRIC CO INC GEN-H23921	00201886 19007510	GENERATOR REPR #6 FIRE STA	09/30/20	279079	4,100.00-	
00001 DOLEAC ELECTRIC CO INC GEN-H23903	00201627 19007614	GENERATOR REPR PUBLIC WORKS	09/30/20	279079	3,997.00-	

DOLEAC ELECTRIC CO INC						
Sum						8,097.00-
00001 ECONOMY SUPPLY CO 041358	00202278 19007542	BLDG MATLS BREAK IN REPAIRS	09/30/20	279081	891.50-	
00001 ECONOMY SUPPLY CO 041796	00202395 19007654	LATCH PROTECTORS PUBLIC WORKS	09/30/20	279081	52.50-	

ECONOMY SUPPLY CO						
Sum						944.00-

00001 ELECTION SYSTEMS & SOFTW 148897 11500 00202403 19007627 VOTING EQUIP 2020 SPEC ELECTN	09/30/20	279084	6,687.90-

ELECTION SYSTEMS & SOFTW			
Sum			6,687.90-
00001 EMPIRE TRUCK SALES (H'BU CE006170269: 00202149 19007548 REPR PTS U#19887 SANIT	09/30/20	279087	67.38-
00001 EMPIRE TRUCK SALES (H'BU CE006170201: 00202291 19007568 REPR PTS U#20067 PUBLIC WORKS	09/30/20	279087	195.60-
00001 EMPIRE TRUCK SALES (H'BU CE006170125: 00202175 19007617 REPRS U#20070 U#20074 SANIT	09/30/20	279087	661.74-

EMPIRE TRUCK SALES (H'BU			
Sum			924.72-
00001 EQUIFAX INFORMATION SERV 6020942 00202338 19007564 ONLINE INVESTIGATION POLICE	09/30/20	279089	32.01-

EQUIFAX INFORMATION SERV			
Sum			32.01-
00001 EVIDENT INC 161928A 00201822 19007631 N95 MASKS POLICE COVID-19	09/30/20	279090	1,717.00-

EVIDENT INC			
Sum			1,717.00-
00001 FASTENAL COMPANY MSHAT227861 00202201 19007543 RAINSUITS DRAINAGE DIV	09/30/20	279091	173.08-
00001 FASTENAL COMPANY MSHAT227863 00202203 19007658 RAINSUITS/BOOTS SANIT	09/30/20	279091	848.64-
00001 FASTENAL COMPANY MSHAT227875 00201854 19007750 SAW BLADES CONSTR DEPT	09/30/20	279091	606.40-

FASTENAL COMPANY			
Sum			1,628.12-
00001 FERGUSON WATERWORKS (GUL 0680581 00201950 19007685 DRAIN PIPE P/W STOCK	09/30/20	279092	9,415.00-

FERGUSON WATERWORKS (GUL			
Sum			9,415.00-
00001 FORREST CTY SUPERVISORS JAIL 8/2020 00202337 19007567 JAIL 8/2020 EXPENSES	09/30/20	279094	53,600.00-
00001 FORREST CTY SUPERVISORS JAIL 8/2020 00202337 19007574 JAIL 8/2020 MEDICAL	09/30/20	279094	1,215.03-

FORREST CTY SUPERVISORS			
Sum			54,815.03-
00001 GARBO GRABBER LLC PO#202354 9/ 00202354 19007659 LITTER STOCKS/BAGS VOLUNTEERS	09/30/20	279096	1,601.45-

GARBO GRABBER LLC			
Sum			1,601.45-
00001 GILKEY ELECTRIC SUPPLY C 329100 00202405 19007766 ELEC SUPP CONSTR DEPT STOCK	09/30/20	279098	255.00-
00001 GILKEY ELECTRIC SUPPLY C 329243 00202463 19007769 ELEC SUPP CONSTR DEPT	09/30/20	279098	309.50-

GILKEY ELECTRIC SUPPLY C			
Sum			564.50-
00001 GILLILANDS ELECTRONICS S 72629 00202274 19007506 ALARM BATTERY MAYOR'S OFFICE	09/30/20	279099	91.34-
00001 GILLILANDS ELECTRONICS S 72422 00202447 19007680 PHONE REPR FIRE ADM	09/30/20	279099	85.00-
00001 GILLILANDS ELECTRONICS S 72678 00201895 19007688 SECURITY CAMERA REPR CEMETERY	09/30/20	279099	650.00-

GILLILANDS ELECTRONICS S			
Sum			826.34-

00001	GULF GUARANTY EMPLOYEE B	200925091148	00202472	19007748	INMATE MED BILLS 8/25-9/24/20	09/30/20	279102	5,017.83-

GULF GUARANTY EMPLOYEE B								
Sum								
00001	HANCOCK BANK TRUST & FIN	9/24/20	02020833	19007664	MDB '01 BONDS - 9/2020	09/25/20	10123	5,017.83-
1,964.87-								

HANCOCK BANK TRUST & FIN								
Sum								
00001	HATTIESBURG HYDRAULICS I	85688	00201929	19007557	REPR PTS U#15515 HEALTH DIV	09/30/20	279107	1,964.87-
00001	HATTIESBURG HYDRAULICS I	85879	00202310	19007572	REPR PTS U#13803 CEMETERY	09/30/20	279107	165.53-
00001	HATTIESBURG HYDRAULICS I	85872	00202300	19007621	EQUIP REPR PTS HEALTH DIV	09/30/20	279107	53.78-
165.59-								

HATTIESBURG HYDRAULICS I								
Sum								
00001	HEADSETS DIRECT INC	73330	00201670	19007601	AMPLIFIERS POLICE DISPATCH	09/30/20	279109	384.90-
729.36-								

HEADSETS DIRECT INC								
Sum								
00001	HOWARD COMPUTERS INC	20-00161236	00200239	19007645	COMPUTER EQUIP ACDMY CLASSRMS	09/30/20	279110	729.36-
00001	HOWARD COMPUTERS INC	20-00161237	00200239	19007646	COMPUTER EQUIP ACDMY CLASSRMS	09/30/20	279110	1,398.00-
00001	HOWARD COMPUTERS INC	20-00501822	00200274	19007647	ADDL AMT DUE PO#200239	09/30/20	279110	1,244.00-
00001	HOWARD COMPUTERS INC	20-00501844	00200274	19007648	ADDL AMT DUE PO#200239	09/30/20	279110	1,174.00-
00001	HOWARD COMPUTERS INC	20-00161236	00200274	19007649	FRT CHG PO#200239	09/30/20	279110	555.00-
00001	HOWARD COMPUTERS INC	20-00161894	00199682	19007745	AUDIO/VIDEO EQUIP P/F ACADEMY	09/30/20	279110	150.00-
00001	HOWARD COMPUTERS INC	20-00501819	00199682	19007746	AUDIO/VIDEO EQUIP P/F ACADEMY	09/30/20	279110	11,390.00-
00001	HOWARD COMPUTERS INC	20-00501842	00199682	19007747	AUDIO/VIDEO EQUIP P/F ACADEMY	09/30/20	279110	2,487.00-
555.00-								

HOWARD COMPUTERS INC								
Sum								
00001	HUB CITY CONSTRUCTION IN	2009	00197908	19007598	RENOVATIONS 2ND FLR CITY HALL	09/30/20	279112	18,953.00-
00001	HUB CITY CONSTRUCTION IN	2032	00202372	19007755	BLDG REPRS HBRG AMER BLDG	09/30/20	279112	14,778.00-
4,995.00-								

HUB CITY CONSTRUCTION IN								
Sum								
00001	HUGHES SUPPLY	S159664590.0	00202253	19007770	MAINT SUPP CONSTR DEPT	09/30/20	279113	19,773.00-
171.37-								

HUGHES SUPPLY								
Sum								
00001	INTERFACE SECURITY SYSTE	19811761	00202497	19007771	SECURITY 10/1-31 ART MUSEUM	09/30/20	279115	171.37-
46.99-								

INTERFACE SECURITY SYSTE								
Sum								
00001	JUST PROMOS USA	2200902	00202121	19007758	RIBBON CUTTING EVENT SUPP	09/30/20	279117	46.99-
329.80-								

JUST PROMOS USA								
Sum								
329.80-								

00001 K & K TRUCK-TRAILER PART 73018	00202286 19007619 REPR PTS HEALTH DIV TRAILER	09/30/20	279118	136.48-
00001 K & K TRUCK-TRAILER PART 73063	00202412 19007655 REPR PTS PUBLIC WORKS TRAILER	09/30/20	279118	520.00-

K & K TRUCK-TRAILER PART				
Sum				656.48-
00001 KEITHCO PETROLEUM 045104	00202143 19007500 DIESEL FOR P/W FUEL STATION	09/30/20	279120	5,021.58-

KEITHCO PETROLEUM				
Sum				5,021.58-
00001 LANCASTER'S MACHINE & WE 024617	00202276 19007613 REPRS U#16082 P/W DUMP TRUCK	09/30/20	279124	3,100.00-
00001 LANCASTER'S MACHINE & WE 024620	00202404 19007656 REPRS U#20368 PUBLIC WORKS	09/30/20	279124	300.00-

LANCASTER'S MACHINE & WE				
Sum				3,400.00-
00001 LARRY'S WRECKER SERVICE 7805	00202451 19007675 TOWING U#18331 POLICE	09/30/20	279126	55.00-

LARRY'S WRECKER SERVICE				
Sum				55.00-
00001 LASER TECHNOLOGY INC 177433 RI	00202051 19007540 ACCIDENT MAPPING EQUIPMENT	09/30/20	279127	3,645.00-

LASER TECHNOLOGY INC				
Sum				3,645.00-
00001 LEE, TROY PO#201580 9/	00201580 19007663 FENCE REPR SCOTT ST CEMETERY	09/30/20	279128	525.00-

LEE, TROY				
Sum				525.00-
00001 LIL TIRE SHOPPE (BROADW 1101688(A)	00201171 19007671 REPRS U#17896 POLICE	09/30/20	279130	207.78-
00001 LIL TIRE SHOPPE (BROADW 1101688(B)	00202464 19007672 ADDL AMT DUE PO#201171	09/30/20	279130	324.98-

LIL TIRE SHOPPE (BROADW				
Sum				532.76-
00001 LINEBARGER GOGGAN BLAIR 9/15/2020	02020834 19007692 POLICE FINES COLL.FEE	09/30/20	279131	485.54-

LINEBARGER GOGGAN BLAIR				
Sum				485.54-
00001 LUU, LISA TRAV ADVANCE	00202442 19007666 TRAV ADV MMCCA CONF JACKSON	09/30/20	279132	204.52-

LUU, LISA				
Sum				204.52-
00001 M M C MATERIALS INC-H'BU 656090	00199373 19007605 CONCRETE P/W VARI LOC	09/30/20	279133	904.00-
00001 M M C MATERIALS INC-H'BU 658395	00199373 19007606 CONCRETE P/W VARI LOC	09/30/20	279133	604.55-
00001 M M C MATERIALS INC-H'BU 658893	00199373 19007607 CONCRETE P/W VARI LOC	09/30/20	279133	791.00-
00001 M M C MATERIALS INC-H'BU 669778	00199373 19007608 CONCRETE P/W VARI LOC	09/30/20	279133	841.00-
00001 M M C MATERIALS INC-H'BU 670602	00199373 19007609 CONCRETE P/W VARI LOC	09/30/20	279133	1,184.00-

M M C MATERIALS INC-H'BU				
Sum				4,324.55-

00001 MAPLES GAS COMPANY	187874	00202202 19007535 GAS FOR P/W FUEL STATION	09/30/20	279134	3,845.96-

MAPLES GAS COMPANY					
Sum					3,845.96-
00001 MCCi LLC	SCA000116	00202474 19007737 SCANNING SERVS MUN COURT	09/30/20	279135	5,399.16-

MCCi LLC					
Sum					5,399.16-
00001 MCELHANEY PLUMBING INC	284487	00202324 19007603 PLUMB SUPP P/F ACADEMY	09/30/20	279136	122.69-

MCELHANEY PLUMBING INC					
Sum					122.69-
00001 MID SOUTH GLASS INC	047700	00202398 19007767 GLASS REPR YOUTH ART MUSEUM	09/30/20	279138	222.00-

MID SOUTH GLASS INC					
Sum					222.00-
00001 MOLLY MAID	SERVS 9/2020	00202123 19007516 JANIT SERVS 9/20 HILND CEM	09/30/20	279142	245.00-

MOLLY MAID					
Sum					245.00-
00001 MOTORCYCLE GEAR	PO#202452 9/	00202452 19007673 TIRE U#17596 POLICE	09/30/20	279145	403.49-
00001 MOTORCYCLE GEAR	PO#202461 9/	00202461 19007674 ADDL REPRS U#17596 PO#202452	09/30/20	279145	77.45-

MOTORCYCLE GEAR					
Sum					480.94-
00001 MS POWER COMPANY	9/20 GENERAL	00202024 19007735 MNTHLY ELEC-GENERAL	09/30/20	279147	126,515.75-
00001 MS POWER COMPANY	9/20 GENERAL	00202024 19007779 MNTHLY ELEC-GENERAL	09/30/20	279147	492.22-

MS POWER COMPANY					
Sum					127,007.97-
00001 NEWELL PAPER COMPANY	4090670	00201792 19007591 JANIT SUPP CITY HALL	09/30/20	279148	249.87-

NEWELL PAPER COMPANY					
Sum					249.87-
00001 OFFICE DEPOT INC	2432241632	00201913 19007586 OFFICE SUPP CFO	09/30/20	279150	42.89-
00001 OFFICE DEPOT INC	2434357749	00202019 19007600 OFFICE SUPP DETECTIVES	09/30/20	279150	50.31-
00001 OFFICE DEPOT INC	2431923667	00201817 19007625 OFFICE SUPP LOSS CONTROL	09/30/20	279150	149.99-

OFFICE DEPOT INC					
Sum					243.19-
00001 OFFICE PRODUCTS PLUS	915290-0 & 9	00202189 19007538 OFFICE SUPP/PAPER POLICE DEPT	09/30/20	279151	921.30-
00001 OFFICE PRODUCTS PLUS	895246-3	00202426 19007632 ADDL AMT PO#197476 COVID-19	09/30/20	279151	85.45-
00001 OFFICE PRODUCTS PLUS	908689-0	00200651 19007684 OFFICE SUPP ENGR DEPT	09/30/20	279151	91.31-
00001 OFFICE PRODUCTS PLUS	902817-0	00199262 19007736 COPY PAPER/OFFICE SUPP COURT	09/30/20	279151	847.73-
00001 OFFICE PRODUCTS PLUS	913672-0	00201809 19007759 OFFICE SUPP ACCTG DEPT	09/30/20	279151	25.96-
00001 OFFICE PRODUCTS PLUS	916327-0	00201809 19007760 OFFICE SUPP ACCTG DEPT	09/30/20	279151	10.99-

OFFICE PRODUCTS PLUS					
Sum					1,982.74-

00001 PEARL RIVER VALLEY EPA (9/20 GENERAL 00202024 19007734 MNTHLY 9/2020 PUBLIC SERVICES	09/30/20	279154	1,306.52-

PEARL RIVER VALLEY EPA (			
Sum			1,306.52-
00001 PINE BELT CDJR, INC (MCM 53747 00196889 19007637 RADIATOR HOSE POLICE STOCK	09/30/20	279157	204.80-
00001 PINE BELT CDJR, INC (MCM 53967 00197294 19007638 REPR PTS VARI POLICE UNITS	09/30/20	279157	55.68-
00001 PINE BELT CDJR, INC (MCM 53166 00197294 19007639 REPR PTS VARI POLICE UNITS	09/30/20	279157	312.00-
00001 PINE BELT CDJR, INC (MCM 56320 00202012 19007640 OIL FILTERS POLICE STOCK	09/30/20	279157	354.72-

PINE BELT CDJR, INC (MCM			
Sum			927.20-
00001 PINE BELT MENTAL HEALTHC 2020-08 00202305 19007517 SRVS 8/2020 HLTH COURT GRANT	09/30/20	279158	8,282.13-

PINE BELT MENTAL HEALTHC			
Sum			8,282.13-
00001 PINE BELT OIL COMPANY IN LOSS CONTROL 00202327 19007520 MINIT MART FUEL CHGS 8/2020	09/30/20	279159	38.65-
00001 PINE BELT OIL COMPANY IN POLICE 8/1-3 00202327 19007521 MINIT MART FUEL CHGS 8/2020	09/30/20	279159	581.11-
00001 PINE BELT OIL COMPANY IN FIRE 8/1-31/ 00202327 19007522 MINIT MART FUEL CHGS 8/2020	09/30/20	279159	829.95-

PINE BELT OIL COMPANY IN			
Sum			1,449.71-
00001 POPE & POPE, PA 2043 00202365 19007594 LEGAL SERVS TRAMPOLINE PARK	09/30/20	279162	1,462.50-
00001 POPE & POPE, PA 2047 00202365 19007595 LEGAL SERVS POLICE REVIEW BRD	09/30/20	279163	1,350.00-
00001 POPE & POPE, PA 2045 00202365 19007596 LEGAL SERVS LAMAR CTY ANNEXTN	09/30/20	279164	5,030.42-
00001 POPE & POPE, PA 2048 00202365 19007597 LEGAL SERVS UDC HOUSE	09/30/20	279165	2,212.50-

POPE & POPE, PA			
Sum			10,055.42-
00001 POWER HOUSE TOOLS & OUTD ML9VYMUUP 00202173 19007515 AGRI EQUIP REPR PTS CEMETERY	09/30/20	279166	74.96-

POWER HOUSE TOOLS & OUTD			
Sum			74.96-
00001 PUCKETT MACHINERY COMPAN P05C5696089 00202302 19007660 REPR PTS U#20093 HEALTH DIV	09/30/20	279167	214.46-

PUCKETT MACHINERY COMPAN			
Sum			214.46-
00001 PUCKETT RENTS 786884-0001 00202304 19007610 AIR COMPRESSOR HOSES P/W	09/30/20	279168	169.98-
00001 PUCKETT RENTS 785804 00202213 19007612 REPR PTS U#20368 PUBLIC WORKS	09/30/20	279168	112.14-

PUCKETT RENTS			
Sum			282.12-
00001 RICHARD & THOMAS, PLLC PO#202328 15 00202328 19007524 TITLE SEARCH 1504 MCLEOD ST	09/30/20	279169	300.00-
00001 RICHARD & THOMAS, PLLC PO#202328 30 00202328 19007525 TITLE SEARCH 301 S 17TH AVE	09/30/20	279169	300.00-

RICHARD & THOMAS, PLLC			
Sum			600.00-

00001	RICOH CORP	34066176	00202285	19007530	COPIER RENTAL LATE CHG HFD	09/30/20	279170	9.60-
00001	RICOH CORP	34009291	00202364	19007585	COPIER 10/1-31 MUN COURT	09/30/20	279170	287.51-
00001	RICOH CORP	34010023	00202373	19007587	COPIER 9/15-10/14 HUMAN RES	09/30/20	279170	221.67-
00001	RICOH CORP	5060312700	00202383	19007588	COPIER 8/1-31 HUMAN RES	09/30/20	279170	59.80-
00001	RICOH CORP	9028520391	00202363	19007604	COPIER 8/1-31 FIRE ADM/PREV	09/30/20	279170	192.00-
00001	RICOH CORP	34010175	00202417	19007681	COPIER 10/1-31/20 LAND CODE	09/30/20	279170	110.00-

RICOH CORP								
Sum								
00001	RJ YOUNG COMPANY	INV3839710	00202325	19007529	COPIER 8/10-9/09 P/F ACADEMY	09/30/20	279171	880.58-
00001	RJ YOUNG COMPANY	INV3855276	00202353	19007561	COPIER 8/17-9/16 GIS DIV	09/30/20	279171	198.00-
00001	RJ YOUNG COMPANY	INV3852577	00202418	19007630	COPIER 6/16-9/15 MPO DIV	09/30/20	279171	144.22-

RJ YOUNG COMPANY								
Sum								
00001	SACKS OUTDOOR SUPPLY	1254	00201802	19007539	FACE MASKS POLICE COVID-19	09/30/20	279173	633.48-
00001	SACKS OUTDOOR SUPPLY	1258	00202297	19007599	CLOTH ALLOW DUNAWAY POLICE	09/30/20	279173	1,406.25-
00001	SACKS OUTDOOR SUPPLY	1253	00202133	19007634	UNIFORMS VARI POLICE	09/30/20	279173	499.96-
00001	SACKS OUTDOOR SUPPLY	1248	00201966	19007780	UNIFORM MCBRIDE POLICE	09/30/20	279173	3,159.76-

SACKS OUTDOOR SUPPLY								
Sum								
00001	SANSOM EQUIPMENT CO	W00255	00201718	19007553	REPRS U#20089 SANIT	09/30/20	279174	5,245.94-
00001	SANSOM EQUIPMENT CO	W00291	00202076	19007554	ADDL REPRS U#20089 SANIT	09/30/20	279174	39,872.29-
00001	SANSOM EQUIPMENT CO	P00400	00202342	19007618	REPR PTS U#20069 SANIT	09/30/20	279174	3,994.21-
00001	SANSOM EQUIPMENT CO	W00306	00202455	19007686	SERV CALL U#20069/20072 SANIT	09/30/20	279174	4,833.52-
00001	SANSOM EQUIPMENT CO	W00228	00202489	19007774	REPRS U#20089 SANIT	09/30/20	279174	400.04-
00001	SANSOM EQUIPMENT CO	W00224	00202489	19007775	REPRS U#20068 SANIT	09/30/20	279174	603.45-

SANSOM EQUIPMENT CO								
Sum								
00001	SCALES BIOLOGICAL LABORA	8415	00202280	19007509	DNA ANALYSIS POLICE DEPT	09/30/20	279175	50,049.44-

SCALES BIOLOGICAL LABORA								
Sum								
00001	SCOTTS HYDRAULIC SERVICE	43072	00201476	19007549	REPRS U#19755 SANIT	09/30/20	279176	250.00-
00001	SCOTTS HYDRAULIC SERVICE	42711	00201559	19007550	REPRS U#20074 SANIT	09/30/20	279176	4,722.15-
00001	SCOTTS HYDRAULIC SERVICE	43068	00201907	19007551	REPRS U#19755 SANIT	09/30/20	279176	1,178.87-

SCOTTS HYDRAULIC SERVICE								
Sum								
00001	SOLAR SUPPLY INC	3433686	00202345	19007616	A/C SUPP YTH ART MUSEUM	09/30/20	279180	10,603.15-

SOLAR SUPPLY INC								
Sum								
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT3 9/1-	002020835	19007693	POLICE FINES COLL.FEE	09/30/20	279181	63.36-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT2 8/18	002020836	19007694	POLICE FINES COLL.FEE	09/30/20	279181	796.74-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT 7/16/	002020837	19007695	POLICE FINES COLL.FEE	09/30/20	279181	95.80-

SOUTHERN FINANCIAL SYSTE								
Sum								
989.34-								

00001 SOUTHERN GAS & SUPPLY OF 35790522	00202055 19007615 REPR PTS P/W SHOP	09/30/20	279182	170.74-

SOUTHERN GAS & SUPPLY OF				
Sum				170.74-
00001 SOUTHERN INDUSTRIAL SUPP 5084228	00201135 19007752 RESIDENTIAL REFUSE CARTS	09/30/20	279183	15,150.00-

SOUTHERN INDUSTRIAL SUPP				
Sum				15,150.00-
00001 SOUTHERN MS PLANNING & D 12147	00193184 19007626 PAVEMENT MGMT PLAN 8/1-9/22/20	09/30/20	279184	18,191.98-

SOUTHERN MS PLANNING & D				
Sum				18,191.98-
00001 SOUTHERN PINE ELECTRIC P 9/20 GENERAL	00202023 19007733 MNTHLY 9/2020 PUBLIC SERVICES	09/30/20	279185	79.68-

SOUTHERN PINE ELECTRIC P				
Sum				79.68-
00001 SOUTHERN TIRE MART LLC (2520044687	00202293 19007555 TIRES SANIT LOADERS/KNUCKLEBM	09/30/20	279186	3,230.70-
00001 SOUTHERN TIRE MART LLC (2520044690	00202294 19007556 TIRES SANIT SIDE LOADERS	09/30/20	279186	4,332.00-
00001 SOUTHERN TIRE MART LLC (2520043519	00201887 19007623 TIRES U#13562 CEMETERY	09/30/20	279186	247.78-
00001 SOUTHERN TIRE MART LLC (2520045079	00202387 19007661 TIRES U#20373 HEALTH DIV	09/30/20	279186	620.26-
00001 SOUTHERN TIRE MART LLC (2520044566	00202260 19007754 TIRE U#15515 HEALTH DIV	09/30/20	279186	529.50-

SOUTHERN TIRE MART LLC (				
Sum				8,960.24-
00001 SPECIALTY ROOF SERVICES, PO#202333 9/	00202333 19007611 ALUMINUM MATL PUBLIC WORKS	09/30/20	279187	385.20-

SPECIALTY ROOF SERVICES,				
Sum				385.20-
00001 SPEEDY PRINTING & SIGNS 28207	00202249 19007511 STREET MARKERS TRAFFIC DEPT	09/30/20	279188	136.00-
00001 SPEEDY PRINTING & SIGNS 28230	00202460 19007761 STREET MARKERS TRAFFIC DEPT	09/30/20	279188	56.00-

SPEEDY PRINTING & SIGNS				
Sum				192.00-
00001 SPIRE ENERGY 9/20 GENERAL	00202024 19007731 MNTHLY GAS-GENERAL	09/30/20	279190	198.21-

SPIRE ENERGY				
Sum				198.21-
00001 STANDARD OFFICE SUPPLY C 5202891-0	00202493 19007757 OFFICE SUPP M/ADM	09/30/20	279191	100.44-

STANDARD OFFICE SUPPLY C				
Sum				100.44-
00001 STAPLES 3446437128	00198951 19007502 CLOROX WIPES U DEV COVID-19	09/30/20	279192	79.98-
00001 STAPLES 3457103617 G	00202350 19007629 OFFICE SUPP/WEBCAMS COVID-19	09/30/20	279192	386.50-
00001 STAPLES 3456497906	00202108 19007740 OFFICE SUPP/PAPER PLANNING	09/30/20	279192	202.08-
00001 STAPLES 3456681905	00202108 19007741 OFFICE SUPP PLANNING	09/30/20	279192	5.89-
00001 STAPLES 3457004533	00202108 19007742 OFFICE SUPP PLANNING	09/30/20	279192	16.99-
00001 STAPLES 3457174149	00202108 19007743 OFFICE CHAIR PLANNING	09/30/20	279192	171.79-

STAPLES				
Sum				863.23-

00001 STUDIO 101	101	00202391 19007653 RESTORE CONCRETE ST MARKERS	09/30/20	279193	1,490.00-

STUDIO 101					
Sum					1,490.00-
00001 TRUCKPRO LLC	039-0685197	00202480 19007776 BRAKE REPR PTS SANIT UNITS	09/30/20	279194	2,066.15-

TRUCKPRO LLC					
Sum					2,066.15-
00001 TYLER TECHNOLOGIES INC	045-315177	00202273 19007507 MUNIS IMP 8/18-21/2020	09/30/20	279195	5,600.00-

TYLER TECHNOLOGIES INC					
Sum					5,600.00-
00001 U SAVE AUTO RENTAL	18373	00202188 19007541 VAN 9/16 JCKSN RECRUIT TRNG	09/30/20	279196	99.95-

U SAVE AUTO RENTAL					
Sum					99.95-
00001 UNITED FENCE COMPANY	20660	00196232 19007573 FENCE BEV HILLS RD HILND CEM	09/30/20	279197	2,876.00-

UNITED FENCE COMPANY					
Sum					2,876.00-
00001 UNIVERSITY TIRE & SERVIC INV160613		00202232 19007537 ROUTINE MAINT U#19114 MPO DIV	09/30/20	279198	63.95-
00001 UNIVERSITY TIRE & SERVIC INV160688		00202357 19007620 TIRES U#17530 HEALTH DIV	09/30/20	279198	575.92-
00001 UNIVERSITY TIRE & SERVIC INV160970		00202322 19007651 OIL CHANGE U#19115 LAND CODE	09/30/20	279198	39.95-
00001 UNIVERSITY TIRE & SERVIC INV160918		00202380 19007657 TIRES/REPRS U#9804 PUB WORKS	09/30/20	279198	865.29-

UNIVERSITY TIRE & SERVIC					
Sum					1,545.11-
00001 UWOOD CO INC	18148	00201411 19007624 UTILITY TRAILER CEMETERY	09/30/20	279199	3,395.00-

UWOOD CO INC					
Sum					3,395.00-
00001 W GEOTECHNICAL AND TESTI 4447		00202434 19007662 MATLS TESTS PUB SAFETY COMPLX	09/30/20	279201	525.00-

W GEOTECHNICAL AND TESTI					
Sum					525.00-
00001 WARING OIL CO (GULFPORT) 001898575		00202060 19007545 CHEMICALS SANIT TRUCKS	09/30/20	279203	425.70-

WARING OIL CO (GULFPORT)					
Sum					425.70-
00001 WARREN PAVING INC	201653.1	00201653 19007689 PAVING THORNHILL DRIVE	09/30/20	279208	62,634.25-
00001 WARREN PAVING INC	201659.1	00201659 19007690 PAVING REGENCY DRIVE	09/30/20	279208	17,193.50-
00001 WARREN PAVING INC	201660.1	00201660 19007691 PAVING N 31ST AVENUE	09/30/20	279208	41,700.83-
00001 WARREN PAVING INC	34812	00200715 19007696 HOT ASPHALT VARI LOC	09/30/20	279208	105.00-
00001 WARREN PAVING INC	34966	00200715 19007697 HOT ASPHALT VARI LOC	09/30/20	279208	92.35-
00001 WARREN PAVING INC	34970	00200715 19007698 HOT ASPHALT VARI LOC	09/30/20	279208	487.02-
00001 WARREN PAVING INC	35034	00200715 19007699 HOT ASPHALT VARI LOC	09/30/20	279208	250.48-
00001 WARREN PAVING INC	35109	00200715 19007700 HOT ASPHALT VARI LOC	09/30/20	279208	261.23-
00001 WARREN PAVING INC	35145	00200715 19007701 HOT ASPHALT VARI LOC	09/30/20	279208	195.44-
00001 WARREN PAVING INC	35273	00200715 19007702 HOT ASPHALT VARI LOC	09/30/20	279208	291.58-
00001 WARREN PAVING INC	35277	00200715 19007703 HOT ASPHALT VARI LOC	09/30/20	279208	214.42-
00001 WARREN PAVING INC	35283	00200715 19007704 HOT ASPHALT VARI LOC	09/30/20	279208	157.49-
00001 WARREN PAVING INC	35362	00200715 19007705 HOT ASPHALT VARI LOC	09/30/20	279208	124.60-

00001	WARREN	PAVING	INC	35410	00200715	19007706	HOT ASPHALT VARI LOC	09/30/20	279208	178.37-
00001	WARREN	PAVING	INC	35452	00200715	19007707	HOT ASPHALT VARI LOC	09/30/20	279208	225.81-
00001	WARREN	PAVING	INC	35485	00200715	19007708	HOT ASPHALT VARI LOC	09/30/20	279208	235.93-
00001	WARREN	PAVING	INC	35541	00200715	19007709	HOT ASPHALT VARI LOC	09/30/20	279208	123.97-
00001	WARREN	PAVING	INC	35552	00200715	19007710	HOT ASPHALT VARI LOC	09/30/20	279208	501.57-
00001	WARREN	PAVING	INC	35599	00200715	19007711	HOT ASPHALT VARI LOC	09/30/20	279208	363.06-
00001	WARREN	PAVING	INC	35696	00200715	19007712	HOT ASPHALT VARI LOC	09/30/20	279208	197.97-
00001	WARREN	PAVING	INC	35698	00200715	19007713	HOT ASPHALT VARI LOC	09/30/20	279208	120.81-
00001	WARREN	PAVING	INC	35775	00200715	19007714	HOT ASPHALT VARI LOC	09/30/20	279208	206.20-
00001	WARREN	PAVING	INC	35812	00200715	19007715	HOT ASPHALT VARI LOC	09/30/20	279208	185.96-
00001	WARREN	PAVING	INC	35899	00200715	19007716	HOT ASPHALT VARI LOC	09/30/20	279208	211.89-
00001	WARREN	PAVING	INC	35949	00200715	19007717	HOT ASPHALT VARI LOC	09/30/20	279208	114.48-
00001	WARREN	PAVING	INC	35996	00200715	19007718	HOT ASPHALT VARI LOC	09/30/20	279208	64.52-
00001	WARREN	PAVING	INC	36110	00200715	19007719	HOT ASPHALT VARI LOC	09/30/20	279208	119.54-
00001	WARREN	PAVING	INC	36167	00200715	19007720	HOT ASPHALT VARI LOC	09/30/20	279208	289.05-
00001	WARREN	PAVING	INC	36231	00200715	19007721	HOT ASPHALT VARI LOC	09/30/20	279208	253.00-
00001	WARREN	PAVING	INC	36264	00200715	19007722	HOT ASPHALT VARI LOC	09/30/20	279208	212.53-
00001	WARREN	PAVING	INC	36326	00200715	19007723	HOT ASPHALT VARI LOC	09/30/20	279208	204.30-
00001	WARREN	PAVING	INC	36343	00200715	19007724	HOT ASPHALT VARI LOC	09/30/20	279208	119.54-
00001	WARREN	PAVING	INC	36372	00200715	19007725	HOT ASPHALT VARI LOC	09/30/20	279208	290.31-
00001	WARREN	PAVING	INC	36407	00200715	19007726	HOT ASPHALT VARI LOC	09/30/20	279208	245.41-
00001	WARREN	PAVING	INC	36557	00200715	19007727	HOT ASPHALT VARI LOC	09/30/20	279208	435.15-
00001	WARREN	PAVING	INC	36797	00200715	19007728	HOT ASPHALT VARI LOC	09/30/20	279208	191.01-
00001	WARREN	PAVING	INC	36828	00200715	19007729	HOT ASPHALT VARI LOC	09/30/20	279208	237.83-
00001	WARREN	PAVING	INC	201658.1	00201658	19007762	PAVING QUINN STREET	09/30/20	279208	111,909.87-
00001	WARREN	PAVING	INC	201899.1	00201899	19007763	PAVING EAGLE DRIVE	09/30/20	279208	16,603.40-

WARREN PAVING INC										
Sum										
00001	WATCH	GUARD	VIDEO	ADVREP191922	00200240	19007744	VISTA CAMERA REPAIR POLICE	09/30/20	279209	257,549.67-
480.00-										

WATCH GUARD VIDEO										
Sum										
00001	WATERS	INTERNATIONAL	TRU	08P893236	00201009	19007552	REPRS U#14403 SANIT	09/30/20	279210	480.00-
61.62-										

WATERS INTERNATIONAL TRU										
Sum										
00001	WHEELER'S	JANITORIAL	SUP	079699	00202131	19007544	JANIT SUPP SANIT DEPT	09/30/20	279212	61.62-
00001	WHEELER'S	JANITORIAL	SUP	079697	00202208	19007546	RAINSUITS SANIT DEPT	09/30/20	279212	257.50-
00001	WHEELER'S	JANITORIAL	SUP	079698	00202252	19007547	RAINSUITS SANIT DEPT	09/30/20	279212	336.00-
00001	WHEELER'S	JANITORIAL	SUP	079824	00201956	19007751	JANIT SUPP SANIT	09/30/20	279212	256.00-
262.50-										

WHEELER'S JANITORIAL SUP										
Sum										
00001	WILLIAM CAREY	UNIVERSITY	W CAREY ADVE	00202467	19007738	GOLF TOURNAMENT MEDIA PUB ADV	09/30/20	279213	1,112.00-	
600.00-										

WILLIAM CAREY UNIVERSITY										
Sum										
00001	WINTERGREEN	CORPORATION	5128233	00202378	19007768	CHRISTMAS LIGHTS CONSTR DEPT	09/30/20	279215	600.00-	
4,337.93-										

WINTERGREEN CORPORATION										
Sum										
4,337.93-										

00001 ZAC FAIRLEY APPRAISALS, 1022	00202370 19007593 APPRAISAL 301 2 17TH AVE	09/30/20	279217	550.00-

ZAC FAIRLEY APPRAISALS,				550.00-
Sum				-----
Sum				1,899,597.23-

00002 GILKEY ELECTRIC SUPPLY C 328317	00201979 19001703 RPLCMNT LIGHTS BALLFIELDS	09/30/20	279098	235.32-

GILKEY ELECTRIC SUPPLY C				
Sum				235.32-
00002 HAVARD PEST CONTROL INC 1645672	00202011 19001717 QTRLY SRV SAN ANTONIO FLD	09/30/20	279108	70.00-

HAVARD PEST CONTROL INC				
Sum				70.00-
00002 KEELING COMPANY (HATTIES S3847516.001	00201903 19001700 PLUMB SUPP TATUM SOFTBALL	09/30/20	279119	29.24-
00002 KEELING COMPANY (HATTIES S3834812.001	00201702 19001704 PLUMB SUPP TATUM PARK	09/30/20	279119	407.60-

KEELING COMPANY (HATTIES				
Sum				436.84-
00002 KINSEY WELDING 5196	00202457 19001714 WELD TATUM SOCCER GOALS	09/30/20	279122	180.00-

KINSEY WELDING				
Sum				180.00-
00002 LANCASTER'S MACHINE & WE 024589	00202035 19001691 TAILGATE REPR U#16176 TRAILER	09/30/20	279124	185.00-
00002 LANCASTER'S MACHINE & WE 024610	00202308 19001708 TAILGATE REPR GRNDS MNT UNIT	09/30/20	279124	60.00-

LANCASTER'S MACHINE & WE				
Sum				245.00-
00002 MCELHANEY PLUMBING INC 284482	00202309 19001696 PLUMB SUPP EASTSIDE PARK	09/30/20	279136	49.55-

MCELHANEY PLUMBING INC				
Sum				49.55-
00002 MOORE'S LOCK AND KEY LLC 26481	00202038 19001690 KEYS U#21622 & U#21613 TRUCKS	09/30/20	279143	100.00-

MOORE'S LOCK AND KEY LLC				
Sum				100.00-
00002 MS MUSIC INC 1283825	00202298 19001699 AUDIO SYS SUPP REC ADM	09/30/20	279146	434.67-

MS MUSIC INC				
Sum				434.67-
00002 MS POWER COMPANY 9/20 PKS/REC	00202024 19001718 MNTHLY ELEC-PARKS & REC	09/30/20	279147	14,018.42-

MS POWER COMPANY				
Sum				14,018.42-
00002 PINE BELT CDJR, INC (MCM 507813	00200206 19001697 RPLCMNT KEY U#18561 TRUCK	09/30/20	279157	212.40-

PINE BELT CDJR, INC (MCM				
Sum				212.40-
00002 SACKS OUTDOOR SUPPLY RC1000121933	00201832 19001698 RAIN GEAR REC ADM	09/30/20	279173	149.00-

SACKS OUTDOOR SUPPLY				
Sum				149.00-
00002 SHERWIN-WILLIAMS COMPANY 1453-7	00202459 19001713 FREIGHT CHARGE PO#201786	09/30/20	279178	65.00-
00002 SHERWIN-WILLIAMS COMPANY 4201-3	00201786 19001715 PAINT MACHINE REPAIR	09/30/20	279178	447.94-
00002 SHERWIN-WILLIAMS COMPANY 1467-7	00202411 19001716 PAINT SUPP TATUM SOCCER	09/30/20	279178	2,561.45-

SHERWIN-WILLIAMS COMPANY				
Sum				3,074.39-

00002 SOUTHERN TIRE MART LLC (2520043924	00202080 19001706 TIRE U#20823 MOWER	09/30/20	279186	78.34-
00002 SOUTHERN TIRE MART LLC (2520044497	00202248 19001707 TIRE U#13130 TRUCK	09/30/20	279186	78.00-

SOUTHERN TIRE MART LLC (				156.34-
Sum				-----
Sum				84,173.32-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date

- 09/29/20

PERIOD ENDING SEPTEMBER 30, 2020

Vendor

Invoice
NumberPurchase
OrderClaims
NumberItem
DescriptionCheck
DateCheck
No.Check
Amount

PAYROLL FUND

00006 GULFCO OF MS (GARN)	Y WILBORN	9	02020151	19000450	REMIT FUNDS WH 9/2020	09/23/20	60215	608.64-
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GULFCO OF MS (GARN)

Sum								608.64-
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00006 JOHNSON, AYLEEYA (GARNIS C HAYES	9/2	02020151	19000447	REMIT FUNDS WH 9/2020	09/23/20	60217	475.55-
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JOHNSON, AYLEEYA (GARNIS

Sum								475.55-
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00006 PROVIDENT LIFE AND ACCID 9/2020		02020154	19000460	9/20 EMPLOYEE CONTRIBUTIONS	09/25/20	60233	1,366.46-
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PROVIDENT LIFE AND ACCID

Sum								1,366.46-
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00006 RENT A CENTER (GARN)	G PORTER	9/	02020151	19000449	REMIT FUNDS WH 9/2020	09/23/20	60221	226.97-
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RENT A CENTER (GARN)

Sum								226.97-
-----	--	--	--	--	--	--	--	---------

00006 SOUTHERN FINANCIAL SYSTE M HYATT	9/2	02020151	19000442	REMIT FUNDS WH 9/2020	09/23/20	60222	474.50-
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SOUTHERN FINANCIAL SYSTE

Sum								474.50-
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00006 STEADMAN, SUSAN K (GARN) C HATHORN	3	02020151	19000441	REMIT FUNDS WH 9/2020	09/23/20	60223	79.47-
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STEADMAN, SUSAN K (GARN)

Sum								79.47-
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Sum

3,231.59-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

PERIOD ENDING SEPTEMBER 30, 2020

Date - 09/29/20

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 AB SUPPORT SERVICES	010088	WTR B	00201881	19001937 JANIT SERVS 8/20 WTR BILLING	09/30/20	279027	550.00-
AB SUPPORT SERVICES							
Sum							550.00-
00009 ALLBRITTON CHAIN SAW & L	74577		00202216	19001939 MOWER REPRS SEWER DEPT	09/30/20	279032	119.25-
00009 ALLBRITTON CHAIN SAW & L	74576		00202217	19001940 REPRS KUBOTA ZTR SEWER DEPT	09/30/20	279032	243.53-
00009 ALLBRITTON CHAIN SAW & L	74690		00202301	19001949 MOWER REPR LAGOON	09/30/20	279032	70.16-
00009 ALLBRITTON CHAIN SAW & L	74691		00202303	19001950 MOWER REPR LAGOON	09/30/20	279032	1,640.27-
ALLBRITTON CHAIN SAW & L							
Sum							2,073.21-
00009 ALLIED UNIVERSAL CORP	I1657131		00201975	19001942 CHLORINE WTR PLANT #1	09/30/20	279033	1,761.45-
00009 ALLIED UNIVERSAL CORP	I1657130		00201975	19001943 CHLORINE WTR PLANT #2	09/30/20	279033	1,761.45-
00009 ALLIED UNIVERSAL CORP	I1657141		00202045	19001946 CHEMICALS FOR NORTH LAGOON	09/30/20	279033	2,104.30-
00009 ALLIED UNIVERSAL CORP	I165742		00202045	19001947 CHEMICALS SOUTH LAGOON	09/30/20	279033	6,068.60-
ALLIED UNIVERSAL CORP							
Sum							11,695.80-
00009 ANOINTED HANDS SERVICES, 6702			00201850	19001938 JANIT SERVS 9/20 WTR TRANS	09/30/20	279037	488.00-
ANOINTED HANDS SERVICES,							
Sum							488.00-
00009 AT&T MOBILITY	287273861504		00202362	19001957 GPS TRACKING 8/20 WATER DEPT	09/30/20	279043	244.93-
AT&T MOBILITY							
Sum							244.93-
00009 AUTO ARMATURE SERVICE IN	22415		00202288	19001972 BATTERY U#13509 WTR PLANT	09/30/20	279044	133.45-
00009 AUTO ARMATURE SERVICE IN	22155		00201637	19001973 GENERATOR BATTERIES VARI LGN	09/30/20	279044	834.75-
AUTO ARMATURE SERVICE IN							
Sum							968.20-
00009 BYRD, WADE J.	9/2020	CONSU	00202326	19001945 WTR OPERATOR OF RECORD 9/2020	09/30/20	279055	3,000.00-
BYRD, WADE J.							
Sum							3,000.00-
00009 CINTAS CORPORATION #J66	4062110494		00202336	19001951 UNIFORMS 9/21 WTR PLANTS	09/30/20	279064	46.27-
00009 CINTAS CORPORATION #J66	4062110494		00202336	19001952 UNIFORMS 9/21 SEWER	09/30/20	279064	28.80-
00009 CINTAS CORPORATION #J66	4062110494		00202336	19001953 UNIFORMS 9/21 WTR TRANS	09/30/20	279064	104.85-
00009 CINTAS CORPORATION #J66	4062110494		00202336	19001954 UNIFORMS 9/21 MAINTENANCE	09/30/20	279064	14.58-
00009 CINTAS CORPORATION #J66	4062110106		00202334	19001955 MOP/MAT 9/21 WTR PLANTS	09/30/20	279064	21.88-
00009 CINTAS CORPORATION #J66	4062833502		00202496	19001974 MOP/MAT 9/28 WTR PLANTS	09/30/20	279064	21.88-
00009 CINTAS CORPORATION #J66	4062833706		00202498	19001975 UNIFORMS 9/28 WTR PLANTS	09/30/20	279064	194.50-

CINTAS CORPORATION #J66

Sum								432.76-
00009	CITY OF HATTIESBURG FUND TRF 2ND 9/20	02020830	19001948	TRF TO COVER 2ND 9/20 PAYROLL	09/22/20	90030	101,900.14-	

CITY OF HATTIESBURG FUND

Sum							101,900.14-	
00009	DIXIE COMMUNITY UTILITY SEWER BILLIN	00202295	19001941	SEWER BILLING 8/2020	09/30/20	279078	412.50-	

DIXIE COMMUNITY UTILITY

Sum							412.50-	
00009	GILLILANDS ELECTRONICS S 72755	00202446	19001966	ALARM 10/20-1/21 WTR BILLING	09/30/20	279099	90.00-	

GILLILANDS ELECTRONICS S

Sum							90.00-	
00009	INDUSTRIAL CHEMICALS INC 471834	00201100	19001963	BAGS LIME WATER PLANTS	09/30/20	279114	5,670.00-	
00009	INDUSTRIAL CHEMICALS INC 471231	00201101	19001964	CHEMICALS WTR PLANTS	09/30/20	279114	12,600.00-	

INDUSTRIAL CHEMICALS INC

Sum							18,270.00-	
00009	L & A CONTRACTING CO 483-169	00202450	19001967	AERATOR MAINT PROJ LAGOONS	09/30/20	279123	31,725.00-	

L & A CONTRACTING CO

Sum							31,725.00-	
00009	MORGAN, C J INC 2020075	00202307	19001944	WATER BILLING 8/2020	09/30/20	279144	60,792.80-	

MORGAN, C J INC

Sum							60,792.80-	
00009	MS POWER COMPANY 9/20 W&SO&M	00202024	19001971	MNTHLY ELEC-W&SO&M	09/30/20	279147	79,466.01-	

MS POWER COMPANY

Sum							79,466.01-	
00009	PEARL RIVER VALLEY EPA (9/20 W&SO&M	00202024	19001970	MNTHLY 9/2020 PUBLIC SERVICES	09/30/20	279154	127.79-	

PEARL RIVER VALLEY EPA (

Sum							127.79-	
00009	PINE BELT CDJR, INC (MCM 507827	00200692	19001958	REPRS U#20045 LAGOON	09/30/20	279157	1,294.06-	

PINE BELT CDJR, INC (MCM

Sum							1,294.06-	
00009	POPE & POPE, PA 2046	00202366	19001959	LEGAL SERVS MDEQ PERMIT	09/30/20	279160	1,575.00-	
00009	POPE & POPE, PA 2044	00202366	19001960	LEGAL SERVS EPA LAWSUIT	09/30/20	279161	412.50-	

POPE & POPE, PA

Sum							1,987.50-	
00009	SOUTHERN PINE ELECTRIC P 9/20 W&SO&M	00202023	19001969	MNTHLY 9/2020 PUBLIC SERVICES	09/30/20	279185	559.31-	

SOUTHERN PINE ELECTRIC P

Sum							559.31-	
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00009 SPIRE ENERGY	9/20 W&SO&M	00202024 19001968 MNTHLY GAS-W&SO&M	09/30/20	279190	16.07-

SPIRE ENERGY					16.07-
Sum					
00009 UNIVERSITY TIRE & SERVIC INV160941		00202393 19001961 TIRES U#19751 WTR BILLING	09/30/20	279198	582.11-
00009 UNIVERSITY TIRE & SERVIC INV160977		00202408 19001962 BRAKE REPR U#19751 WTR BILLNG	09/30/20	279198	343.11-
00009 UNIVERSITY TIRE & SERVIC INV159831		00201901 19001965 TIRES U#20049 LAGOON	09/30/20	279198	158.02-

UNIVERSITY TIRE & SERVIC					1,083.24-
Sum					

Sum					317,177.32-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

PERIOD ENDING SEPTEMBER 30, 2020

Date - 09/29/20

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 ALFORD, CONNER	METER DEP RF	02020827	19000873	METER DEPOSIT REFUND	09/30/20	279031	75.00-
ALFORD, CONNER							
Sum							75.00-
00011 BOLTON, EUREKE M	METER DEP RF	02020839	19000886	METER DEPOSIT REFUND	09/30/20	279048	2.20-
BOLTON, EUREKE M							
Sum							2.20-
00011 CASE, EMILY R	METER DEP RF	02020827	19000871	METER DEPOSIT REFUND	09/30/20	279060	14.96-
CASE, EMILY R							
Sum							14.96-
00011 CLARK. PEARLIE	METER DEP RF	02020839	19000893	METER DEPOSIT REFUND	09/30/20	279068	20.96-
CLARK. PEARLIE							
Sum							20.96-
00011 CRUTHIRD, ASHLEY	METER DEP RF	02020827	19000875	METER DEPOSIT REFUND	09/30/20	279076	13.36-
CRUTHIRD, ASHLEY							
Sum							13.36-
00011 EKUNWE, CARLETAA	METER DEP RF	02020827	19000880	METER DEPOSIT REFUND	09/30/20	279083	36.66-
EKUNWE, CARLETAA							
Sum							36.66-
00011 ELK HALL LLC	METER DEP RF	02020827	19000869	METER DEPOSIT REFUND	09/30/20	279085	25.00-
00011 ELK HALL LLC	METER DEP RF	02020827	19000870	METER DEPOSIT REFUND	09/30/20	279085	25.00-
ELK HALL LLC							
Sum							50.00-
00011 ELLENDER, BARBARA	METER DEP RF	02020827	19000881	METER DEPOSIT REFUND	09/30/20	279086	20.96-
ELLENDER, BARBARA							
Sum							20.96-
00011 GALLOWAY JACE	METER DEP RF	02020827	19000874	METER DEPOSIT REFUND	09/30/20	279095	37.96-
GALLOWAY JACE							
Sum							37.96-
00011 GARDNER, EMILY	METER DEP RF	02020827	19000882	METER DEPOSIT REFUND	09/30/20	279097	2.20-
GARDNER, EMILY							
Sum							2.20-
00011 GRAY, DANIEL AUSTIN	METER DEP RF	02020827	19000872	METER DEPOSIT REFUND	09/30/20	279100	20.96-

GRAY, DANIEL AUSTIN						
Sum						20.96-
00011 GREEN, MELISSA	METER DEP RF 02020839 19000891	METER DEPOSIT REFUND	09/30/20	279101		13.36-

GREEN, MELISSA						
Sum						13.36-
00011 HALLMAN PROPERTY MGMT 72	METER DEP RF 02020839 19000896	METER DEPOSIT REFUND	09/30/20	279103		75.00-

HALLMAN PROPERTY MGMT 72						
Sum						75.00-
00011 HANSEN, AMANDA	METER DEP RF 02020839 19000888	METER DEPOSIT REFUND	09/30/20	279105		75.00-

HANSEN, AMANDA						
Sum						75.00-
00011 HARPER, WILLIE	METER DEP RF 02020827 19000879	METER DEPOSIT REFUND	09/30/20	279106		20.96-

HARPER, WILLIE						
Sum						20.96-
00011 HOWARD, SABRINA	METER DEP RF 02020839 19000890	METER DEPOSIT REFUND	09/30/20	279111		20.96-

HOWARD, SABRINA						
Sum						20.96-
00011 KING, DAVID E	WTR OVRPMT R 02020840 19000884	WATER OVERPAYMENT REFUND	09/30/20	279121		54.04-
00011 KING, DAVID E	METER DEP RF 02020839 19000885	METER DEPOSIT REFUND	09/30/20	279121		6.00-

KING, DAVID E						
Sum						60.04-
00011 LEWIS, JAMIE	METER DEP RF 02020839 19000895	METER DEPOSIT REFUND	09/30/20	279129		75.00-

LEWIS, JAMIE						
Sum						75.00-
00011 MILLS, TYNESHIA	METER DEP RF 02020839 19000899	METER DEPOSIT REFUND	09/30/20	279139		75.00-

MILLS, TYNESHIA						
Sum						75.00-
00011 NEWELL, LEISA	METER DEP RF 02020839 19000889	METER DEPOSIT REFUND	09/30/20	279149		75.00-

NEWELL, LEISA						
Sum						75.00-
00011 OLIVE DOLLAR LLC	METER DEP RF 02020839 19000897	METER DEPOSIT REFUND	09/30/20	279152		75.00-

OLIVE DOLLAR LLC						
Sum						75.00-
00011 PICASSO ESTATES LLC 220	METER DEP RF 02020839 19000900	METER DEPOSIT REFUND	09/30/20	279155		20.96-

PICASSO ESTATES LLC 220						
Sum						20.96-
00011 PICASSO ESTATES LLC 310	METER DEP RF 02020839 19000898	METER DEPOSIT REFUND	09/30/20	279156		20.96-

PICASSO ESTATES LLC 310						
Sum						20.96-

00011 RUSSELL, CAROL 713	METER DEP RF 02020839 19000894 METER DEPOSIT REFUND	09/30/20	279172	75.00-

RUSSELL, CAROL 713				75.00-
Sum				
00011 SHEPHERD, PARA	METER DEP RF 02020827 19000876 METER DEPOSIT REFUND	09/30/20	279177	20.96-

SHEPHERD, PARA				20.96-
Sum				20.24-
00011 SPENCER, DELPHINE	METER DEP RF 02020827 19000878 METER DEPOSIT REFUND	09/30/20	279189	20.24-

SPENCER, DELPHINE				20.24-
Sum				13.36-
00011 WALKER PATRICIA	METER DEP RF 02020839 19000892 METER DEPOSIT REFUND	09/30/20	279202	13.36-

WALKER PATRICIA				13.36-
Sum				75.00-
00011 WAX PROPERTIES LLC 592 N	METER DEP RF 02020827 19000877 METER DEPOSIT REFUND	09/30/20	279211	75.00-

WAX PROPERTIES LLC 592 N				75.00-
Sum				20.96-
00011 WOODWARD, HALEY	METER DEP RF 02020839 19000887 METER DEPOSIT REFUND	09/30/20	279216	20.96-

WOODWARD, HALEY				20.96-
Sum				20.96-

Sum				1,127.98-

Date - 09/29/20

TAX COLLECTOR'S FUND											
00027	H'BURG	PUBLIC	SCHOOLS	9/20	02020778	19000120	9/20	MILLAGE	09/25/20	270059	948,280.30-
00027	H'BURG	PUBLIC	SCHOOLS	9/2020	02020778	19000121	9/20	MILLAGE	09/25/20	270060	127,468.27-

H'BURG PUBLIC SCHOOLS											
Sum											1,075,748.57-

Sum											1,075,748.57-

Date - 09/29/20

Check
Amount

77,569.42-

77,569.42-

77,569.42-

Date - 09/29/20

Check
Amount

CITY OF HATTIESBURG

DOCKET OF CLAIMS

PERIOD ENDING SEPTEMBER 30, 2020

Date - 09/29/20

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 AB SUPPORT SERVICES	010088 HUB C	00201881	19000477	JANIT SERVS 8/20 HCT	09/30/20	279027	300.00-
AB SUPPORT SERVICES							
Sum							300.00-
00073 AMERICAN PUBLIC TRANSPOR	091925	00202416	19000494	DIV MANAGER POSITION AD 6/20	09/30/20	279035	416.10-
AMERICAN PUBLIC TRANSPOR							
Sum							416.10-
00073 AT&T MOBILITY	287273861504	00202362	19000482	GPS TRACKING 8/20 M TRANSIT	09/30/20	279043	242.90-
AT&T MOBILITY							
Sum							242.90-
00073 AUTOMOTIVE GLASS SPECIAL	I239368	00202315	19000495	INSTALL LEXAN U#19535	09/30/20	279045	125.00-
AUTOMOTIVE GLASS SPECIAL							
Sum							125.00-
00073 CARQUEST AUTO PARTS STOR	14758-147538	00202139	19000478	REPR PTS/SHOP SUPPLIES	09/30/20	279058	1,428.24-
CARQUEST AUTO PARTS STOR							
Sum							1,428.24-
00073 CITY OF HATTIESBURG FUND	TRF 2ND 9/20	02020830	19000479	TRF TO COVER 2ND 9/20 PAYROLL	09/22/20	730029	40,873.33-
CITY OF HATTIESBURG FUND							
Sum							40,873.33-
00073 COURTESY MOTORS INC	508175	00201073	19000488	REPR PTS U#19535 BUS	09/30/20	279074	173.90-
00073 COURTESY MOTORS INC	272331	00201454	19000489	REPRS U#21125 BUS	09/30/20	279074	222.39-
COURTESY MOTORS INC							
Sum							396.29-
00073 DOSSETT GMC CADILLAC	59332	00202287	19000490	REPR PTS U#16760 BUS	09/30/20	279080	36.66-
DOSSETT GMC CADILLAC							
Sum							36.66-
00073 MISSISSIPPI AG COMPANY,	P54674	00202147	19000501	LAWNMOWER REPR PTS	09/30/20	279140	83.75-
MISSISSIPPI AG COMPANY,							
Sum							83.75-
00073 MOBILITY SYSTEMS INC	8305	00201362	19000500	REPAIRS U#15648	09/30/20	279141	527.50-
MOBILITY SYSTEMS INC							
Sum							527.50-
00073 MS POWER COMPANY	9/20 M TRANS	00202024	19000499	MNTHLY ELEC-MASS TRANSIT	09/30/20	279147	723.80-

MS POWER COMPANY

Sum								723.80-
00073 NEWELL PAPER COMPANY	4092081	00202182	19000496	TRASH CANS FOR BUS SHELTERS	09/30/20	279148		358.08-

NEWELL PAPER COMPANY

Sum								358.08-
00073 OFFICE DEPOT INC	122118483001	00201918	19000483	OFFICE SUPP	09/30/20	279150		1,018.33-
00073 OFFICE DEPOT INC	122118489001	00201918	19000484	OFFICE SUPP	09/30/20	279150		91.58-
00073 OFFICE DEPOT INC	122118490001	00201918	19000485	OFFICE SUPPLIES	09/30/20	279150		25.30-
00073 OFFICE DEPOT INC	122118484001	00201918	19000486	OFFICE SUPP	09/30/20	279150		196.78-
00073 OFFICE DEPOT INC	122118485001	00201918	19000487	OFFICE SUPP	09/30/20	279150		83.95-
00073 OFFICE DEPOT INC	2435372491	00201918	19000505	OFFICE SUPPLIES	09/30/20	279150		71.98-

OFFICE DEPOT INC

Sum								1,487.92-
00073 PATTERSON AUTO ELECTRIC	80789	00202477	19000503	CRANE MOTOR REPAIR #16666	09/30/20	279153		506.25-

PATTERSON AUTO ELECTRIC

Sum								506.25-
00073 SOUTHERN TIRE MART LLC (	2520043671	00202129	19000491	TIRES U#21120 BUS	09/30/20	279186		1,713.00-

SOUTHERN TIRE MART LLC (

Sum								1,713.00-
00073 UNIVERSITY TIRE & SERVIC	INV160452	00202063	19000492	TIRES U#20584-U#20585-U#20586	09/30/20	279198		2,609.70-

UNIVERSITY TIRE & SERVIC

Sum								2,609.70-
00073 VERIZON WIRELESS	9862492003	00202486	19000502	PARATRANSIT GPS 8/11-9/10/20	09/30/20	279200		142.55-

VERIZON WIRELESS

Sum								142.55-
00073 WATERS INTERNATIONAL TRU	08P895823	00202375	19000493	REPR PTS U#18570 BUS	09/30/20	279210		120.20-
00073 WATERS INTERNATIONAL TRU	08P896089	00202375	19000497	CREDIT INV#08P895823	09/30/20	279210		41.78
00073 WATERS INTERNATIONAL TRU	08P896091	00202392	19000498	REPR PTS U#16761 BUS	09/30/20	279210		44.58-

WATERS INTERNATIONAL TRU

Sum								123.00-

Sum

52,094.07-

Date - 09/29/20

Check
Amount

22,500.00-

22,500.00-

22,500.00-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

PERIOD ENDING SEPTEMBER 30, 2020

Date - 09/29/20

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
SPEC SALES TAX-P&R/UNIV IMPROV							
00086 CITY OF HATTIESBURG FUND TRF 2ND 9/20	002020830	19000135	TRF TO COVER 2ND 9/20 PAYROLL	09/22/20	860023	1,500.60-	
CITY OF HATTIESBURG FUND							
Sum						1,500.60-	
00086 EDDIE PEARSON ROOFING, L 2440	00202089	19000134	EMER ROOF REPRS ARTS CENTER	09/30/20	279082	2,247.00-	
EDDIE PEARSON ROOFING, L							
Sum						2,247.00-	
00086 GILKEY ELECTRIC SUPPLY C 329241	00202468	19000140	ELEC SUPP HBRG ARTS CENTER	09/30/20	279098	764.50-	
GILKEY ELECTRIC SUPPLY C							
Sum						764.50-	
00086 M & M LAND CO LLC	FILE NO. 202 00202483	19000137	OPT TO PURCHASE 309 CRESTMONT	09/25/20	860024	2,500.00-	
M & M LAND CO LLC							
Sum						2,500.00-	
00086 SIGNS FIRST	H-73995	00202368	19000138 ADA SIGNS HBRG ARTS CENTER	09/30/20	279179	44.00-	
00086 SIGNS FIRST	H-73873	00202120	19000139 BANNERS 1CENT IMPRVMNT PROJ	09/30/20	279179	221.25-	
SIGNS FIRST							
Sum						265.25-	
00086 WINGFIELD RANDALL	20-019	00202437	19000136 APPRAISAL REVIEW MIDTOWN PARK	09/30/20	279214	1,200.00-	
WINGFIELD RANDALL							
Sum						1,200.00-	
Sum						8,477.35-	

Date - 09/29/20

Check No.	Check Amount
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PERIOD ENDING SEPTEMBER 30, 2020

Date - 09/29/20

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

INFRA IMPROVE-INTRNT SALES TAX
00097 PUCKETT RENTS

PO#201882 9/ 00201882 19000006 MINI EXCAVATOR CITY WIDE USE

09/30/20

279168

50,676.65-

PUCKETT RENTS
Sum

50,676.65-

Sum

50,676.65-

Grand Total Level
Sum

4,043,817.40-