



**Tuesday, November 3, 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. **2020-793** Approve the minutes for the October 19 & 20, 2020 meetings of the City Council.
2. **2020-754** Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.
3. **2020-749** Adopt Resolutions adjudicating and directing the placement as an assessment for the clean-up costs, ordered by the Hattiesburg Municipal Court, against the following properties.
4. **2020-756** Adopt a Resolution setting Public Hearing on Monday, December 7, 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.
5. **2020-775** Adopt the November 3, 2020 budget Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2021 and Adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance
6. **2020-778** Adopt a Resolution authorizing Requisition No. 74 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.
7. **2020-767** Approve professional services agreement with Shows, Dearman and Waits, Inc. for design and construction phase services related to the replacement of an existing

bridge structure on Campbell Loop and Authorize Mayor to execute same in duplicate.

- 8. 2020-771** Approve agreement with Illinois Central Railroad Company for a permit to construct and maintain a water line across, along and underneath railroad property at M.P. 92.49 for the Comprehensive Water Improvements Phase II - Palmers Crossing and Irene Chapel project; Authorize Mayor to execute agreement in duplicate; and Authorize issuance of a manual check in the amount of \$4,800.00 in payment of said permit.
- 9. 2020-781** Approve Supplemental Agreement No. 1 with Dunn Roadbuilders, LLC for the Weathersby Road Overlay project to adjust final quantities to actual for a net contract increase of \$110.46 and Authorize Mayor to execute said agreement in triplicate; Acknowledge receipt of closing documents for the project; Authorize final acceptance of the project; Authorize payment of final pay application.
- 10. 2020-780** Approve Supplemental Agreement No. 1 with Walker Construction, LLC to account for additional items and adjust quantities to actual for the Country Club Road Water Upgrades project for a net increase to the contract of \$93,092.16; Authorize Mayor to execute Supplemental Agreement No. 1 in triplicate; Acknowledge receipt of closing documents for the project; Authorize final acceptance of project; Authorize payment of final pay application upon receipt.
- 11. 2020-746** Approve Lighting Agreement with Mississippi Power Company for additional lighting along Stadium Drive from Hutchinson Avenue to South Street for a monthly increase in cost of \$92.91, and authorize the Mayor to execute the same.
- 12. 2020-747** Approve Lighting Agreement with Mississippi Power Company for additional lighting along Alley between S 24th Avenue and S 25th Avenue - 200 Block Only, and authorize the Mayor to execute the same.
- 13. 2020-757** Approve Lighting Agreement with Mississippi Power Company for additional lighting at 100 Virginia Drive, 3307 and 3209 Rosewood Drive, and 1225 Beverly Hills Road for a monthly cost increase of \$49.32, and authorize the Mayor to execute the same.
- 14. 2020-768** Authorize Lighting Agreement with Mississippi Power Company for additional lighting at 204 4th Avenue Alley for a monthly increase in cost of \$12.33, and authorize the Mayor to execute the same.
- 15. 2020-760** Approve Agreement between City of Hattiesburg and TV Eyes Inc., for media monitoring services for the City of Hattiesburg for an amount not to exceed \$3,600.00; authorize the Mayor to execute and issuance of a manual check for the same.
- 16. 2020-782** Approve Agreement between the City of Hattiesburg and Havard Pest Control for pest control services at the Hattiesburg Municipal Court and authorize the Mayor to

execute the same.

17. **2020-762** Approve letter of engagement with Sarah Newton Architect, PLLC., to provide design services for the proposed renovation of the historic Parkhaven Arch and authorize Mayor to execute.
18. **2020-794** Approve or Deny an Ordinance creating the Hattiesburg Police Review Board.
19. **2020-776** Amend grant agreement and rescind Contractor and Owner Agreement approved 10/08/2019 and approve Contractor and Owner Agreement for Carolyn White 213 S. 11th Avenue according to the Housing Rehabilitation and Housing Programs Manual Section VII (E) and authorize the Mayor to execute in triplicate.
20. **2020-761** Authorize acceptance of the award for the U.S. Department of Justice, Bureau of Justice Assistance, 2020 Bulletproof Vest Partnership Grant to purchase bulletproof vests for the Hattiesburg Police Department. The grant reimbursement to the city will provide \$14,882.40 (50%) of the cost of the vests.
21. **2020-777** Acknowledge receipt of closing documents for the 38th Avenue Pathway project; Authorize final acceptance of the project; Authorize payment of final pay application.
22. **2020-784** Ratify and confirm the Mayor's appointment of Victoria Bolls (W2) to the Hattiesburg Board of Adjustment for a three-year term beginning November 3, 2020 and ending November 2, 2023.
23. **2020-785** Ratify and confirm the Mayor's appointment of Jan Lacy (W1) to the Hattiesburg Board of Adjustment for a three-year term beginning November 3, 2020 and ending November 2, 2023.
24. **2020-787** Adopt a Resolution appointing Anna Rush as Municipal Prosecutor for the City of Hattiesburg.
25. **2020-788** Adopt a Resolution appointing Steven Adamson as Assistant Municipal Prosecutor for the City of Hattiesburg.
26. **2020-789** Adopt a Resolution appointing Elizabeth Porter as Municipal Prosecutor Pro Tem for the City of Hattiesburg.
27. **2020-790** Adopt a Resolution appointing DeCarlo Hood as Municipal Public Defender for the City of Hattiesburg.
28. **2020-791** Adopt a Resolution appointing Andrew Hatten as Municipal Public Defender for the City of Hattiesburg.
29. **2020-792** Adopt a Resolution declaring a State of Emergency occurring as a result of Hurricane Zeta on October 27, 2020.
30. **2020-786** Extend State of Emergency for an additional 30 days resulting from the pandemic

event (COVID-19) that occurred on or about March 13,2020.

ROUTINE AGENDA

1. **2020-755** Ratification of Release of Lien documents filed in relation to Code Enforcement clean-up assessments.
2. **2020-751** Acknowledge receipt of Report of Solid Waste Revenues and Expenditures for fiscal year ending September 30, 2020 and authorize publication of same.
3. **2020-763** Acknowledge the setting of a public comment period, the setting of one (1) Virtual Public Hearing and one (1) publication providing notification of the same by the Hattiesburg-Petal-Forrest-Lamar MPO for an amendment to the HPFL-MPO Public Participation Plan (PPP).
4. **2020-766** Acknowledge public notice proposing amendment of 2020 Action Plan per expedited process allowed by HUD for COVID-19 related amendments.
5. **2020-769** Approve Plans and Specifications for the Hattiesburg American Building Re-Roof Phase II project and authorize advertisement for bids for same.
6. **2020-772** Approve publication of Notice re-scheduling a Public Hearing to hear public comment on the Motor Vehicle Assessment Schedule for the City of Hattiesburg for the Fiscal Year beginning October 1,2020 and ending September 30,2021.
7. **2020-774** Approve Plans and Specifications for Sullivan Park Splash Pad and authorize advertisement for bids.
8. **2020-764** Approve and authorize issuance of manual check for CDBG Program Claims per attached Memorandum {Entitlement CDBG}.
9. **2020-765** Approve and authorize issuance of manual checks for CDBG-CV Program Claims per attached Memorandum {Entitlement CDBG-CV}.
10. **2020-758** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
11. **2020-783** Approve claims docket for the period ending October 31, 2020.

In Memoriam:

- **Mr. Ryan Presley Hendley**
- **Mr. Wayne H. Brown**
- **Ms. Sherrel Renee Johnson**
- **Mrs. Marie Washington**
- **Mrs. Brenda Watson**
- **Mr. Frankie Benton**
- **Mrs. Mary Ann Pruitt**

- **Mr. Willie Coleman, III**
- **Mrs. Herlene Williams**
- **Mr. Albert Boles**
- **Mr. Luther Jerome Knighton**
- **Mr. Jerry Hosey, Jr.**
- **Bishop Rance Allen**

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ronda Cole, Clerk of Council

cc:

Date: Tuesday, November 3, 2020

Re: Approve the minutes for the October 19 & 20, 2020 meetings of the City Council.
File Number: 2020-793
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 November 3, 2020 City Council meeting for consideration.

Published Agenda



Monday, October 19, 2020	City Council	Jackie Dole Community Center
4:00 PM	Monday Meeting Agenda	220 W. Front Street

Call to Order

Agenda Adjustments

Add Policy Item #14 at the request of the Administration

- 14. 2020-748** Ratify and confirm the Mayor's appointment of G. Neil Rogers, (Replaces Carey Varnado) to the Hattiesburg School Board for a term beginning October 20, 2020 and ending March 2, 2025.

Delete Policy Item #5 and #11 at the request of the Administration

Agenda Review

Citizens' Forum

Meeting Recess

Call to Order

BE IT REMEMBERED that the **Agenda Review meeting of the Hattiesburg City Council** was held at **4:00 p.m. Monday, October 19, 2020**, in the Jackie Dole Community Center Auditorium; same being an adjourned meeting from October 6, 2020.

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

Council President Carroll Called the meeting to order.

Agenda Adjustments

The Clerk of Council read aloud amendments to the agenda as follows:

Add Policy Item #14 at the request of the Administration

- 14. 2020-748** Ratify and confirm the Mayor's appointment of G. Neil Rogers, (Replaces Carey Varnado) to the Hattiesburg School Board for a term beginning October 20, 2020 and ending March 2, 2025.

Attachments: Rogers Resume
Data Sheet - Rogers

Delete Policy Item #5 and #11 at the request of the Administration

Agenda Review

Council President Carroll proceeded with the Agenda Review.

Following discussion of agenda items, Council President Carroll closed the Agenda Review.

Citizens' Forum

Council Vice President Dryden proceeded with the Citizens' Forum.

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

- Picasso Nelson, 73 Canal Drive

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

Council Vice President Dryden closed the Citizen Forum.

Meeting Recess

Council President Carroll declared the **meeting recessed at 4:18 p.m., this 19th day of October, 2020**, by unanimous consent, until the 20th day of October, 2020.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

Published Agenda

**Tuesday, October 20, 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

Agenda Adjustments

Add Policy Item #15 and add Addendum to the Claims Docket (Routine #13), at the request of the Administration.

- 15. 2020-727** Approve the sale of a parcel of land located at the southeast corner of E 4th Street and Nora Street, Parcel No. 2-029J-10-073.00, PPIN 22901, as per Quit Claim Deed, to Trace Rising LLC in the amount of \$3,225.00, exclusive of auction premium, which is the highest bid received, and authorize the Mayor to execute Quit Claim Deed.
- 13. 2020-752** Addendum to the claims docket.

POLICY AGENDA

- 1. 2020-729** Approve the minutes for the October 5 & 6, 2020 meetings of the City Council.
- 2. 2020-730** Approve or Deny a petition filed by Jeremiah Smith, Owner, to request a Conditional Use as "Single Family Residential Dwelling, Detached" in B-2 (Neighborhood Business District) for the eastern portion of a property located at 8 Dixie Pine Road (Parcel 2-038I-22-092.00, PPIN 10493, Ward 5). The Planning Commission recommended to Approve on October 7, 2020 with conditions: The minimum setback requirements should match the surrounding R-1C District minimum setback requirements.
- 3. 2020-721** Adopt a Resolution establishing and subscribing to a standard of care for organizations providing certain services to homeless persons in the City of Hattiesburg.
- 4. 2020-731** Adopt a Resolution authorizing Requisition No. 73 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.
- 5. - Deleted -**
- 6. 2020-724** Approve Agreement between City of Hattiesburg and the University of Southern Mississippi to provide maintenance of certain median landscape and crosswalk improvements along Hardy Street between U.S. Hwy 49 and 38th Avenue as a part of the Mississippi Transportation Alternatives Project program applied for by the University.
- 7. 2020-744** Approve Memorandum of Agreement for the Educational and Community Outreach Program between the City of Hattiesburg and the University of Southern Mississippi in an amount of \$50,000, for the period March 1, 2021 through February 28, 2022 (Agreement number GM000673 Amendment No.17) as authorized by MS Code 39-15-1, to allow municipalities to expend monies for the arts and authorize the Mayor to execute the same.
- 8. 2020-723** Approve Agreement between City of Hattiesburg and Hattiesburg Downtown Association, in an amount of \$40,000 to provide and promote economic growth and development of downtown Hattiesburg and authorize the Mayor to execute the same.
- 9. 2020-738** Approve Agreement between the City of Hattiesburg Parks and Recreation Department and the Hattiesburg Youth Soccer Association, in an amount of \$20,000 to develop and promote soccer programs for Hattiesburg residents, for the term of October 1, 2020 through September 30, 2021 and authorize the Mayor to execute in duplicate.
- 10. 2020-742** Approve Agreement between the City of Hattiesburg Parks and Recreation Department and Hattiesburg Arts Council, in an amount of \$20,760 to provide art for children programs and art and cultural opportunities for adults, seniors, and persons with disabilities for Hattiesburg residents, for the term of October 1, 2020 through September 30, 2021 and authorize the Mayor to execute in duplicate.
- 11. - Deleted -**
- 12. 2020-728** Authorize acceptance of the award for the Mississippi State Department of Health (MSDH), Office Against Interpersonal Violence (OAIV), FY2021 Violence Against Women Act (VAWA) STOP Grant Program for funding to provide victim advocacy services. The total project cost is \$49,102.26 (\$36,585.11 Federal/State funds and \$12,517.15 local match).
- 13. 2020-732** Acknowledge receipt of closing documents for the Big Yank Demolition Project; Approve

- Certificate of Substantial Completion and final acceptance; authorize payment of final pay application in the amount of \$42,192.50 and authorize the Mayor to execute in triplicate.
14. **2020-748** Ratify and confirm the Mayor's appointment of G. Neil Rogers, (Replaces Carey Varnado) to the Hattiesburg School Board for a term beginning October 20, 2020 and ending March 2, 2025.
15. **2020-727** Approve the sale of a parcel of land located at the southeast corner of E 4th Street and Nora Street, Parcel No. 2-029J-10-073.00, PPIN 22901, as per Quit Claim Deed, to Trace Rising LLC in the amount of \$3,225.00, exclusive of auction premium, which is the highest bid received, and authorize the Mayor to execute Quit Claim Deed.

ROUTINE AGENDA

1. **2020-743** Acknowledge certification of results of the August 25, 2020 Mississippi Power referendum special election.
2. **2020-737** Acknowledge receipt of FY 2019 Expenditure Report from Hattiesburg Youth Soccer Association for HYSA Soccer Program.
3. **2020-739** Acknowledge receipt of FY 2019-2020 Expenditure Report from Hattiesburg Arts Council Municipal Programs.
4. **2020-740** Acknowledge receipt of FY 2019-2020 Expenditure Report from South Mississippi Art Association. (Ceramics and Pottery Program).
5. **2020-720** Authorize publication of Notice of Public Hearing regarding the City of Hattiesburg’s 2021 Action Plan.
6. **2020-722** Authorize publication of a Request for Proposals from qualified firms for the creation of a Transit Master Plan.
7. **2020-715** Approve Specifications and Authorize Publication of Advertisement for Term Bids for Demolition and related services.
8. **2020-716** Approve Specifications and Authorize Publication of Advertisement for Term Bids for Lot Clearing/Grass Cutting and related services.
9. **2020-725** Approve and authorize the issuance of a check in the amount of \$697.48 to Larry Albert & Associates, Inc., contingent upon the execution of a full release; for water damage at 512/514 Main Street that occurred June 26, 2020, due to a paving contractor cutting an unknown/unmarked water line.
10. **2020-733** Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
11. **2020-719** Approve the City's purchase of Eight (8) grave spaces, located in the Northeast Quarter (NE 1/4), West Half (W 1/2), and the Southeast Quarter (SE 1/4), Lot 79, Section 34 at Highland Cemetery, Minute Book # 2013, Page# 292, in the amount of \$ 1,400.00, from Sammy H. James, III, and Peggy A. James. Authorize manual check for the same.
12. **2020-718** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
13. **2020-736** Approve claims docket for the period ending October 16, 2020.

In Memoriam:

- Mr. David Person
- Ms. Jessica Lashun McNeil
- Mrs. Janet McElroy
- Ms. Carol Andrews
- Mr. John Lewis Kent
- Mr. Wayne Register

Meeting Adjourn

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, October 20, 2020**, in the Jackie Dole Community Center Auditorium; same being an adjourned meeting from October 19, 2020.

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

Attorney, Randy Pope; Clerk of Council, Ronda S. Cole; Deputy Clerk of Council, Lisa Luu; City staff members; media; and the public.

Council President Carroll Called the meeting to order.

Call to Prayer and Pledge of Allegiance

The prayer was given by Kermas Eaton.

The Pledge of Allegiance was led by Council President Carroll.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

There were no presentations at this time.

Agenda Adjustments

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to add at the request of the as follows:

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

Add Policy Item #15 and add Addendum to the Claims Docket (Routine #13), at the request of the Administration.

15. 2020-727 Approve the sale of a parcel of land located at the southeast corner of E 4th Street and Nora Street, Parcel No. 2-029J-10-073.00, PPIN 22901, as per Quit Claim Deed, to Trace Rising LLC in the amount of \$3,225.00, exclusive of auction premium, which is the highest bid received, and authorize the Mayor to execute Quit Claim Deed.

R13. 2020-752 Addendum to the claims docket.

Attachments: Addendum to the claims docket - 10-20-2020

POLICY AGENDA

The POLICY AGENDA came before the Council.

1. 2020-729 Approve the minutes for the October 5 & 6, 2020 meetings of the City Council.

Attachments: 10-5-2020 AR, WS Mins.
10-6-2020 Mins.

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve the minutes for the October 5 & 6, 2020 meetings of the City Council.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

2. 2020-730 Approve or Deny a petition filed by Jeremiah Smith, Owner, to request a Conditional Use as "Single Family Residential Dwelling, Detached" in B-2 (Neighborhood Business District) for the eastern portion of a property located at 8 Dixie Pine Road (Parcel 2-038I-22-092.00, PPIN 10493, Ward 5). The Planning Commission recommended to Approve on October 7, 2020 with

conditions: The minimum setback requirements should match the surrounding R-1C District minimum setback requirements.

Attachments: OCT HPC MINUTES
hpc oct 2020 item A

A MOTION was made by Council Member Brown and seconded by Council Member George to Approve the petition filed by Jeremiah Smith, Owner, to request a Conditional Use as “Single Family Residential Dwelling, Detached” in B-2 (Neighborhood Business District) for the eastern portion of a property located at 8 Dixie Pine Road (Parcel 2-038I-22-092.00, PPIN 10493, Ward 5) with conditions: The minimum setback requirements should match the surrounding R-1C District minimum setback requirements.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

3. **2020-721** Adopt a Resolution establishing and subscribing to a standard of care for organizations providing certain services to homeless persons in the City of Hattiesburg.

Attachments: Resolution - Standards of Care
Standards of Care for Shelter 2020- FINAL

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt a Resolution (#2020-271) establishing and subscribing to a standard of care for organizations providing certain services to homeless persons in the City of Hattiesburg.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

4. **2020-731** Adopt a Resolution authorizing Requisition No. 73 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: 2016 Bond Resolution No. 73
Project Resolution Requisition 2016 Bonds No. 73

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt a Resolution (#2020-272) authorizing Requisition No. 73 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

5. **- Deleted -**

6. **2020-724** Approve Agreement between City of Hattiesburg and the University of Southern Mississippi to provide maintenance of certain median landscape and crosswalk improvements along Hardy Street between U.S. Hwy 49 and 38th Avenue as a part of the Mississippi Transportation Alternatives Project program applied for by the University.

Attachments: Hardy Street Maintenance MOU-Hardy Street-USM

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve Agreement between City of Hattiesburg and the University of Southern Mississippi to provide maintenance of certain median landscape and crosswalk improvements along Hardy Street between U.S. Hwy 49 and 38th Avenue as a part of the Mississippi Transportation Alternatives Project program applied for by the University.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

7. **2020-744** Approve Memorandum of Agreement for the Educational and Community Outreach Program between the City of Hattiesburg and the University of Southern Mississippi in an amount of \$50,000, for the period March 1, 2021 through February 28, 2022(Agreement number GM000673 Amendment No.17) as authorized by MS Code 39-15-1, to allow municipalities to expend monies for the arts and authorize the Mayor to execute the same.

Attachments: Modification agreement GM000673-Amend17

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve Memorandum of Agreement for the Educational and Community Outreach Program between the City of Hattiesburg and the University of Southern Mississippi in an amount of \$50,000, for the period March 1, 2021 through February 28, 2022.(Agreement number GM000673 Amendment No.17) as authorized by MS Code 39-15-1, to allow municipalities to expend monies for the arts and authorize the Mayor to execute the same.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

8. **2020-723** Approve Agreement between City of Hattiesburg and Hattiesburg Downtown Association, in an amount of \$40,000 to provide and promote economic growth and development of downtown Hattiesburg and authorize the Mayor to execute the same.

Attachments: 2021 HHDA-CoH MOA

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Approve Agreement between City of Hattiesburg and Hattiesburg Downtown Association, in an amount of \$40,000 to provide and promote economic growth and development of downtown Hattiesburg and authorize the Mayor to execute the same.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

9. **2020-738** Approve Agreement between the City of Hattiesburg Parks and Recreation Department and the Hattiesburg Youth Soccer Association, in an amount of \$20,000 to develop and promote soccer programs for Hattiesburg residents, for the term of October 1, 2020 through September 30, 2021 and authorize the Mayor to execute in duplicate.

Attachments: 2020 HYSA Agreement

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

Agreement between the City of Hattiesburg Parks and Recreation Department and the Hattiesburg Youth Soccer Association, in an amount of \$20,000 to develop and promote soccer programs for Hattiesburg residents, for the term of October 1, 2020 through September 30, 2021 and authorize the Mayor to execute in duplicate.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 10. 2020-742** Approve Agreement between the City of Hattiesburg Parks and Recreation Department and Hattiesburg Arts Council, in an amount of \$20,760 to provide art for children programs and art and cultural opportunities for adults, seniors, and persons with disabilities for Hattiesburg residents, for the term of October 1, 2020 through September 30, 2021 and authorize the Mayor to execute in duplicate.

Attachments: Hattiesburg Civic Arts Council Contract 2020

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Approve Agreement between the City of Hattiesburg Parks and Recreation Department and Hattiesburg Arts Council, in an amount of \$20,760 to provide art for children programs and art and cultural opportunities for adults, seniors, and persons with disabilities for Hattiesburg residents, for the term of October 1, 2020 through September 30, 2021 and authorize the Mayor to execute in duplicate.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 11. - Deleted -**

- 12. 2020-728** Authorize acceptance of the award for the Mississippi State Department of Health (MSDH), Office Against Interpersonal Violence (OAIV), FY2021 Violence Against Women Act (VAWA) STOP Grant Program for funding to provide victim advocacy services. The total project cost is \$49,102.26 (\$36,585.11 Federal/State funds and \$12,517.15 local match).

Attachments: SG-1222_City_of_Hattiesburg

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Authorize acceptance of the award for the Mississippi State Department of Health (MSDH), Office Against Interpersonal Violence (OAIV), FY2021 Violence Against Women Act (VAWA) STOP Grant Program for funding to provide victim advocacy services. The total project cost is \$49,102.26 (\$36,585.11 Federal/State funds and \$12,517.15 local match).

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 13. 2020-732** Acknowledge receipt of closing documents for the Big Yank Demolition Project; Approve Certificate of Substantial Completion and final acceptance; authorize payment of final pay application in the amount of \$42,192.50 and authorize the Mayor to execute in triplicate.

Attachments: Cover Letter
Certificate of Substantial Completion
Closing Documents

LLG Final Invoice
Jack Ferrill's Heavy Equip Appl #5-Final

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Acknowledge receipt of closing documents for the Big Yank Demolition Project; Approve Certificate of Substantial Completion and final acceptance; authorize payment of final pay application in the amount of \$42,192.50 and authorize the Mayor to execute in triplicate.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 14. 2020-748** Ratify and confirm the Mayor's appointment of G. Neil Rogers, (Replaces Carey Varnado) to the Hattiesburg School Board for a term beginning October 20, 2020 and ending March 2, 2025.

Attachments: Rogers Resume
 Data Sheet- Rogers

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Ratify and confirm the Mayor's appointment of G. Neil Rogers, (Replaces Carey Varnado) to the Hattiesburg School Board for a term beginning October 20, 2020 and ending March 2, 2025.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 15. 2020-727** Approve the sale of a parcel of land located at the southeast corner of E 4th Street and Nora Street, Parcel No. 2-029J-10-073.00, PPIN 22901, as per Quit Claim Deed, to Trace Rising LLC in the amount of \$3,225.00, exclusive of auction premium, which is the highest bid received, and authorize the Mayor to execute Quit Claim Deed.

Attachments: BillOfSale-10752-16
 revised QCD from City to Trace Rising LLC

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve the sale of a parcel of land located at the southeast corner of E 4th Street and Nora Street, Parcel No. 2-029J-10-073.00, PPIN 22901, as per Quit Claim Deed, to Trace Rising LLC in the amount of \$3,225.00, exclusive of auction premium, which is the highest bid received, and authorize the Mayor to execute Quit Claim Deed.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

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

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

1. **2020-743** Acknowledge certification of results of the August 25, 2020 Mississippi Power referendum special election.

 Attachments: 20200924160932041
 Recap sheet

2. **2020-737** Acknowledge receipt of FY 2019 Expenditure Report from Hattiesburg Youth Soccer Association for HYSA Soccer Program.

 Attachments: Expenditure Report-2019 HYSA

3. **2020-739** Acknowledge receipt of FY 2019-2020 Expenditure Report from Hattiesburg Arts Council Municipal Programs.

 Attachments: Arts Council 2019-2020 Expenditure Report

4. **2020-740** Acknowledge receipt of FY 2019-2020 Expenditure Report from South Mississippi Art Association. (Ceramics and Pottery Program).

 Attachments: 2019-2020 Ceramics Exp Report

5. **2020-720** Authorize publication of Notice of Public Hearing regarding the City of Hattiesburg's 2021 Action Plan.

 Attachments: NOTICE OF PUBLIC HEARING 2021 Action Plan_v2

6. **2020-722** Authorize publication of a Request for Proposals from qualified firms for the creation of a Transit Master Plan.

 Attachments: RFP Transit Master Plan - 2020

7. **2020-715** Approve Specifications and Authorize Publication of Advertisement for Term Bids for Demolition and related services.

 Attachments: Notice to Bidders- Demolition(Revised)
 BID FORM - Demolition 10 12 2020 (updated 1.23.2020 by SAHC)
 Term Bid Document - Demolition 2020

8. **2020-716** Approve Specifications and Authorize Publication of Advertisement for Term Bids for Lot Clearing/Grass Cutting and related services.

 Attachments: Notice to Bidders- Lot Clearing Grass Cutting 10 20 2020
 Term Bid Document - Lot Clearing 10 12 2020
 BID FORM - Lot Clearing 10 12 2020 (updated 1.23.2020 by SAHC)

9. **2020-725** Approve and authorize the issuance of a check in the amount of \$697.48 to Larry Albert & Associates, Inc., contingent upon the execution of a full release; for water damage at 512/514 Main Street that occurred June 26, 2020, due to a paving contractor cutting an unknown/unmarked water line.

 Attachments: Albert Water Damage Claim

10. **2020-733** Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}

 Attachments: Manual Check Memo 10202020
 LuMar 10202020b
 Bonner_082319_213 S 11th Av

11. **2020-719** Approve the City's purchase of Eight (8) grave spaces, located in the Northeast Quarter (NE 1/4), West Half (W 1/2), and the Southeast Quarter (SE 1/4), Lot 79, Section 34 at Highland Cemetery, Minute Book # 2013, Page# 292, in the amount of \$ 1,400.00, from Sammy H. James, III, and Peggy A. James. Authorize manual check for the same.

 Attachments: Buy Back (Sammy H II-Peggy A James(10-20-2020)

12. 2020-718 Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Attachments: Memo's (10-20-2020)
 Receipts (10-20-2020)
 Deeds (10-20-2020)

13. 2020-736 Approve claims docket for the period ending October 16, 2020.

Attachments: Docket 10.16.20
 Addendum to the claims docket - 10-20-2020

In Memoriam:

A MOTION was made by Council President Carroll to Adjourn the meeting in memory of:

- Mr. David Person
- Ms. Jessica Lashun McNeil
- Mrs. Janet McElroy
- Ms. Carol Andrews
- Mr. John Lewis Kent
- Mr. Wayne Register

Meeting Adjourn

Council President Carroll declared the **meeting adjourned at 5:14 p.m., this 20th day of October, 2020,**
by unanimous consent, until the 2nd day of November, 2020.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Andrew Ellard, Director
cc: Wiley Quinn, Code Enforcement Division Manager
Date: Tuesday, November 3, 2020
Re: Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.
File Number: 2020-754
Minute Book #

Summary

Adopt Resolutions of Condemnation 11 2 2020

Recommendation Statement

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

Please place this on the November 3, 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 26, 2020

RE: Adopt Condemnation Resolutions

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

	Address	PPIN	Ward	Violations	Proposed Actions	Estimated Cost	Estimated Penalty
1.	100 Ellis Drive	13344	1	DS	Demo Fence	\$1500	\$1500
2.	1009 Atlanta Street	14987	2	UD, DS	Demo	\$3500	\$1750
3.	525 Buschman St.	15852	2	AB, US, VS	Close, Clean, 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 Street	20911	4	DS, OGL, US	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 Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case #1 100 Ellis Drive

WHEREAS, on the 26th day of October, 2020, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 2nd day of November, 2020, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Lot 5, Plantation Place Apartment Subdivision, Lamar County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi.

WHEREAS, the owner of the property is Sushil Prem, 4803 W. Peeble Beach Rd., Wadworth, GA 60083

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

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

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

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

Dangerous Structure or premises (International Property Maintenance Code 108.1.5)

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 2nd day of November, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of November, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case# 2 1009 Atlanta Street

WHEREAS, on the 26th day of October, 2020, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 2nd day of November, 2020, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Indexing Instructions: LOT 5 BLK 1 A R FAIRLEY 1ST ADD

WHEREAS, the owner of the property is Robert Honeycutt, 964 Badillo St., Ste. 201, Covina CA 91724

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

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

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

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

**Unsafe Structure (International Property Maintenance Code 108.1.1),
Dangerous Structure or premises (International Property Maintenance Code 108.1.5)**

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 2nd day of November, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of November, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case# 3 525 Buschman Street

WHEREAS, on the 26th day of October, 2020, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 2nd day of November, 2020, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

A part of Lot 2, Block 52 of the Hardy and Scott Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi, being more particularly described as beginning at the intersection of the South line of Tipton Street and the East line of Buschman Street and run Southwesterly along the East line of Buschman Street 123 feet for a Point of Beginning; thence run in a Southwesterly direction along said East line of Buschman Street 50 feet; thence run Southeasterly at the right angles to Buschman Street 120 feet; thence run Northeast parallel to Buschman Street 50 feet; thence run Northwest at right angles 120 feet to a Point of Beginning; as per the map of plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; all together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is Arthur Coleman, 702 W. Pine St., Hattiesburg, MS 39401

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

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

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

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

**Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7),
Vacant Structure (International Property Maintenance Code 301.3),
Unsafe Structures or Equipment (International Fire Code 110.1.1)**

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

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

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

NAYS:

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 2nd day of November, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of November, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case# 4 523 Buschman Street

WHEREAS, on the 26th day of October, 2020, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 2nd day of November, 2020, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Section 10 Township 4N Range 13W PT of BLK BLK 52 Hardy & Scott. Receipt #14366 Parcel# 2-209I-10-182.00 PPIN# 15826 BEG ON SE LINE BUSCHMAN ST 173 FT SW FROM NW COR 2 SW 49 FT SE 120 FT NE 49 FT NE 120 FT TO BEG BLK 52 HARDY & SCOTT PREV #:H0292-38-008 STR 10-04N-137

WHEREAS, the owner of the property is Sheila Kahl, 802 Buschman Street, Hattiesburg, MS 39401

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

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

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

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

**Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7),
Vacant Structure (International Property Maintenance Code 301.3),
Exterior Structure (International Property Maintenance Code 304.1)**

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 2nd day of November, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of November, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case# 5 122 W. 4th Street

WHEREAS, on the 26th day of October, 2020, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 2nd day of November, 2020, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

The west 100 feet of lot 3, block 169 of the Crittenden Survey or addition to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of The Chancery Clerk of Forrest County, MS.

WHEREAS, the owner of the property is Rebecca Hudson, 128 W. 8th Street, Hattiesburg, MS 39401

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

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

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

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

**Dangerous Structure or premises (International Property Maintenance Code 108.1.5),
Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7)**

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 2nd day of November, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of November, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
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**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case# 6 515 E. 5th Street

WHEREAS, on the 26th day of October, 2020, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 2nd day of November, 2020, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

The West 47 feet of Lot 6 and the East 3 feet of Lot 7 of Block 104 of the Kamper and Whinnery Subdivision of the City of Hattiesburg, Forrest County, Mississippi, less that part owned by Mississippi Central Railroad.

WHEREAS, the owner of the property is Donald Daughdrill and Jewel Trust, 31 Louise Lane Brooklyn, MS 39425

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

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

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

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

**Dangerous Structure or premises (International Property Maintenance Code 108.1.5),
Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7)**

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 2nd day of November, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of November, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case# 7 3105 Delwood Drive

WHEREAS, on the 26th day of October, 2020, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 2nd day of November, 2020, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Lot four (4), Block one (1), of the Delwood Subdivision of the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file and record in Plat Book 8 at page 69 or Plat Cabinet A, Sheet 160, on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with the improvements thereon and appurtenances thereunto belonging. LESS AND EXCEPT any of the oil, gas and other minerals of like kind and character in, on, and under the above-described property which have been heretofore excepted, reserved, or conveyed by former owners in the chain of title.

WHEREAS, the owner of the property is Richard Hill, 3105 Delwood Drive, Hattiesburg, MS 39402

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

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

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

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

**Accumulation of Rubbish or Garbage (International Property Maintenance Code 308.1),
Removal of Hazardous Trees (COO 324.8 Section 4.2)
Overgrown Lot or Weeds (International Property Code 302.4)**

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 2nd day of November, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of November, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case# 8 200 St. Paul Street

WHEREAS, on the 26th day of October, 2020, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 2nd day of November, 2020, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

The South Forty Five (45) feet of Lots 1, 2, 3. and 4; the North Twenty-Six (26) feet of Lots 21 and 22; all of Lot 24; and a part of Lot 23 described as beginning at the SE corner of Lot 23 and run West of 11.67 feet, thence run North for 77 feet, thence run West for 18 feet, thence run North for 42 feet, thence run West for 18.66 feet to the West line of Lot 23, thence run North for 26 feet to the NW corner of lot 23, thence run East for 48.33 feet to the NE corner of Lot 23, thence run South for 145 feet to the beginning; all of the above real property.

WHEREAS, the owner of the property is Christopher Marchetta, 1201 Grove Street, Waveland, MS 39576

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

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

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

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

**Dangerous Structure or premises (International Property Maintenance Code 108.1.5),
Overgrown Lot or Weeds (International Property Code 302.4),
Unlawful Structure (International Property Maintenance Code 108.1.4)**

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 2nd day of November, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of November, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case# 9 203 5th Avenue

WHEREAS, on the 26th day of October, 2020, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 2nd day of November, 2020, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

All Lots 9, 10, 11, 12 and part of Lot 13, Block 142, Kamper and Whinnery Survey of Addition to the City of Hattiesburg, more particularly described as commencing at the intersection of the SW line of 4th Avenue with the SE line of Corrine Street; thence run SW along the SE line of Corrine Street 150 feet for a Point of Beginning; thence SE along the dividing line between Lots 13 and 14 a distance of 50 feet; thence SW parallel with Corrine Street a distance of 50 feet to the SE line of Corrine Street; thence NE along the SE line of Corrine Street 50 feet to the Point of Beginning; together with all improvements thereon and appurtenances thereunto belonging

WHEREAS, the owner of the property is Magnolia Custom Builders c/o Patricia Gubler, 119 Livingston Place, Metairie, LA 70005

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

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

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

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

Overgrown Lot or Weeds (International Property Code 302.4)

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 2nd day of November, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of November, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case# 10 68 Central School Road

WHEREAS, on the 26th day of October, 2020, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 2nd day of November, 2020, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

The East forty-five (45) feet of Lot Two (2), and the West fifteen (15) feet of Lot Three (3) of the McInnis Springs Subdivision or survey, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is Rose A. Shelton, Trustee of the Shelton Trust, 418 Linkside Dr., Destin, FL 32540

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

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

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

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

**Dangerous Structure or premises (International Property Maintenance Code 108.1.5),
Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7),
Overgrown Lot or Weeds (International Property Code 302.4)**

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 2nd day of November, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of November, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case# 11 104 Tuscan Avenue

WHEREAS, on the 26th day of October, 2020, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 2nd day of November, 2020, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Beginning 80 feet East of the Northwest corner of Block 55 of the D.D. McInnis 3rd Survey of the City of Hattiesburg, Forrest County, Mississippi, as per map or plat on the file in the office of the Chancery Clerk of said Count and State, and run thence South 110 feet, thence run East 56 feet, thence run North 110 feet, thence run West 56 feet to the said point of beginning, same being a part of Block 55 of the D. D. McInnis 3rd Survey, Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi.

WHEREAS, the owner of the property is Betty Pearl Jackson, 104 Tuscan Avenue, Hattiesburg, MS 39401

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

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

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

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

**Dangerous Structure or premises (International Property Maintenance Code 108.1.5),
Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7),
Overgrown Lot or Weeds (International Property Code 302.4)**

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 2nd day of November, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of November, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case# 12 313 J.C. Killingsworth Drive

WHEREAS, on the 26th day of October, 2020, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 2nd day of November, 2020, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL NUMBER ONE: A part of Lot four (4), Block Twenty-two (22) of the D.D. McInnis Third Survey of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on the file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to-wit: Commencing at the point of intersection of the South line of 23rd Avenue and the West side of Ashford Street and run thence Southeasterly and along the West side of Ashford Street for a distance of 72 feet to and for the point of beginning, from this point of beginning run Southeasterly and along the Westerly line of Ashford Street for a distance of 200 feet, thence fun Northeasterly for a distance of 55 feet, thence at right angles run Northeasterly for a distance of 200 feet, to the said point of beginning.

WHEREAS, the owner of the property is Barbara Lewis, 313 J.C. Killingsworth, Hattiesburg, MS 39401

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

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

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

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

**Dangerous Structure or premises (International Property Maintenance Code 108.1.5),
Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7),
Overgrown Lot or Weeds (International Property Code 302.4)**

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 2nd day of November, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of November, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case# 13 508 Breland Street

WHEREAS, on the 26th day of October, 2020, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 2nd day of November, 2020, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Lot Eight (8), Block Forty (40) of the R.E. Rawls Subdivision of the D.D. McInnis Third Survey, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the Office of the Chancery Clerk Forrest County, Mississippi, being situated in Section Sixteen (16), Township Four (4) North, Range Thirteen (13) West, in the County of Forrest, State of Mississippi, being leasehold property for a period of 99 years from April 11, 1966, together with all improvements thereon and appurtenances thereunto belonging

WHEREAS, the owner of the property is Marshall Cox, Sr., 202 West Lakewood Drive, Hattiesburg, MS 39402

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

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

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

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

**Dangerous Structure or premises (International Property Maintenance Code 108.1.5),
Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7),
Overgrown Lot or Weeds (International Property Code 302.4)**

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 2nd day of November, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of November, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case# 14 125 Shelby Street

WHEREAS, on the 26th day of October, 2020, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 2nd day of November, 2020, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

A parcel of land located in the SE Corner of Block 2 of the M. Gillis Subdivision as per map or plat in the office of the Chancery Clerk of said County, said parcel being more particularly described as beginning at the SE Corner of said Block and running thence in a Northerly direction along the Eastern Boundary line of said Block 2 a distance of 75 feet; thence run at right angle and parallel with the Southern Boundary line of said Block 2 a distance of 155 feet or to the property heretofore conveyed to Mildred Perry; thence at a right angle run a distance of 75 feet to the Southern Boundary line of said Block 2, and thence at right angles run along the said Southern Boundary line of said Block 2 a distance of 155 feet to the point of beginning.

WHEREAS, the owner of the property is John C. Nelson, 479 Northgate Road, Hattiesburg, MS 39401

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

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

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

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

**Dangerous Structure or premises (International Property Maintenance Code 108.1.5),
Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7),
Overgrown Lot or Weeds (International Property Code 302.4)**

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 2nd day of November, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of November, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Wiley Quinn, Code Enforcement Division Manager

Date: Tuesday, November 3, 2020

Re: Adopt Resolutions adjudicating and directing the placement as an assessment for the clean-up costs, ordered by the Hattiesburg Municipal Court, against the following properties.
File Number: 2020-749
Minute Book #

Summary

Adopt Resolutions of Adjudication on Court-Ordered Property Clean-Up Costs by Hattiesburg Municipal Court 11 3 2020

Recommendation Statement

I recommend the adoption of resolutions adjudicating the Court-ordered property clean-up costs for the properties on the attached list.

Please place this on the November 3, 2020 City Council meeting for consideration.



COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

TO: Mayor and City Council

FR: Wiley Quinn, Code Enforcement Division Manager

DATE: November 3, 2020

RE: Adopt Resolutions of Adjudication for Court-ordered Property Clean-Up costs

I recommend adopting Resolutions adjudicating and directing the placement as an assessment the clean-up cost against the following properties.

Owner	Address	PPIN	Clean Up Costs	WARD NUMBER
Thomas Scott Hawkins	316 S. 17 th Avenue	17023	\$2,655.00	4
Angela M. Gray	319 S. 16 th Avenue	17019	\$2,224.00	4

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4550

RESOLUTION

INDEXING INSTRUCTIONS: 316 S. 17th Ave., Hattiesburg, MS, Lot 12, Block 19, of the Hattiesburg Heights Proper Survey, Forrest County, Mississippi.

WHEREAS, The City of Hattiesburg has adopted the 2018 International Property Maintenance Code through Ordinance 3255; and

WHEREAS, Section 304.1 of the 2018 International Property Maintenance Code states that the exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to public health, safety or welfare.

WHEREAS, Section 302.4 of the 2018 International Property Maintenance Code states that the premises and exterior property shall be maintained free from weeds or plant growth in excess of six (6) inches. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

WHEREAS, The City of Hattiesburg has adopted the 2017 Land Development Code through Ordinance 3209; and

WHEREAS, Section 5.4.42 of the 2017 Land Development Code does not permit storage of junk, junk vehicles, salvage materials and waste in residential zoning districts.

WHEREAS, the property owner, Thomas Scott Hawkins, was found guilty-in-absentia of all of these said charges in the Hattiesburg Municipal Court.

WHEREAS, the following property has been cleared and cleaned by order of the Hattiesburg Municipal Court.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cost of clean-up against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	
Thomas Scott Hawkins	316 S. 17 th Ave.	2-029M-09-498.00	
			CLEAN-UP COST
			<u>\$2,655.00</u>
			Total: \$2,655.00

Parcel Number 2-029M-09-498.00, PPIN Number 17023, Hattiesburg, MS, and better described as, to-wit:

Lot 12, Block 19 of the Hattiesburg Heights Proper Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become Effective immediately from and after passage.

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 3rd day of November 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd day of November 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
City Clerk’s Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4550

RESOLUTION

INDEXING INSTRUCTIONS: Lot 9 and part of Lot 10, Block 19, Hattiesburg Heights Proper Survey, Forrest County, Mississippi.

WHEREAS, The City of Hattiesburg has adopted the 2018 International Property Maintenance Code through Ordinance 3255; and

WHEREAS, Section 302.4 of the 2018 International Property Maintenance Code states that the premises and exterior property shall be maintained free from weeds or plant growth in excess of six (6) inches. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

WHEREAS, the property owner, Angela M. Gray, was found guilty-in-absentia of this said charge in the Hattiesburg Municipal Court.

WHEREAS, the following property has been cleared and cleaned by order of the Hattiesburg Municipal Court.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cost of clean-up against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	
Angela M. Gray	319 S 16 th Ave	2-029M-09-476.00	
			CLEAN-UP COST
			<u>\$2,224.00</u>
			Total: \$2,224.00

Parcel Number 2-029M-09-476.00, PPIN Number 17019, Hattiesburg, MS, and better described as:

Lot 9 and the North 10 Feet of Lot 10, Block 19 of the Hattiesburg Heights Proper Survey in the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become Effective immediately from and after passage.

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 3rd day of November 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd day of November 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Wiley Quinn, Code Enforcement Division Manager

Date: Tuesday, November 3, 2020

Re: Adopt a Resolution setting Public Hearing on Monday, December 7, 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: 2020-756
Minute Book #

Summary

Set Public Hearing 11 3 2020, Unsafe Properties

Recommendation Statement

I recommend the Setting of a Public Hearing to determine if certain properties are a menace to the health and safety of the community.

Please place this on the November 3, 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: November 3, 2020

RE: Set Public Hearing

The Code Enforcement Division requests that the City Council hold a Public Hearing on Monday, December 7, 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.	1425 W. 7 th St.	26059	2	DS, VS, US	Demo	\$3870	\$1935
2.	706 New Orleans St.	25745	2	US, OGL, ES, IS	Clean, Close, Secure	\$3500	\$1750
3.	102 Mohawk St.	14029	2	VS, ES, DS,	Demo	\$6000	\$3000
4.	107 South Street	23369	2	VS, ES, US, DS	Demo	\$3360	\$1680
5.	1211 Dewey Street	20331	2	OGL, GAR/RUB	Clean	\$3000	\$1500

6.	537 W. 4 th Street	14465	2	VS, US	Clean, Close, Secure	\$4800	\$2400
7.	802 W. Pine St.	19265	4	DS, OGL	Clean, Close, Secure	\$3500	\$1750
8.	305 N 10 th Ave	31812	4	OGL/Weeds	Clean	\$1500	\$1500
9.	702 S. 22 nd Ave	13104	4	OGL/Weeds DS, ES	Clean, Close, Secure	\$2000	\$1500
10.	117 E. Scooba St.	21346	5	AB, DB	Demo	\$4000	\$2000
11.	423 E. Scooba St.	23595	5	AB, DB	Demo	\$4000	\$2000
12.	521 Barnes Ave	09602	5	AB, DB, OGL	Demo	\$4000	\$2000
13.	1215 N. 32 nd Ave	19876	1	Trees	Cut/Remove	\$3000	\$1500

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

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

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

RESOLUTION

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

	Address	PPIN	Ward	Violations
1.	1425 W. 7 th Street	26059	2	DS, VS, US
2.	706 New Orleans St.	25745	2	US, OGL, ES, IS
3.	102 Mohawk St.	14029	2	VS, ES, DS, US
4.	107 South St.	23369	2	VS, DS, ES, US
5.	1211 Dewey St.	20331	2	OGL, GAR/RUB
6.	537 W. 4 th St.	14465	2	VS, US
7.	802 W. Pine St.	19265	4	DS, OGL
8.	305 N. 10 th Avenue	31812	4	OGL/Weeds
9.	702 S. 22 nd Avenue	13104	4	OGL/Weeds DS, ES
10.	117 E. Scooba St.	21346	5	AB, DB
11.	423 E. Scooba St.	23595	5	AB, DB
12.	521 Barnes Avenue	09602	5	AB, DB, OGL
13.	1215 N. 32 nd Avenue	19876	1	Trees

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, December 7, 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 3rd day of November, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd day of November, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Connie Everett, Interim CFO

cc:

Date: Tuesday, November 3, 2020

Re: Adopt the November 3, 2020 budget Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2021 and Adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance
File Number: 2020-775
Minute Book #

Summary

Adopt the November 3, 2020 budget amendments and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.

Recommendation Statement

I recommend adoption of the proposed November 3, 2020 budget amendments and Resolution for fiscal year ending September 30, 2021 and authorize publication of same.

Please place this on the November 3, 2020 City Council meeting for consideration.

MEMORANDUM

TO : **Mayor Barker, Members of City Council**
FROM : **Connie Everett, Interim CFO**
DATE : **November 3, 2020**
SUBJECT : **Proposed Amendments, FY 2021**

Below is a list of the most significant proposed amendments to the FY 2021 budget. Attached is a more detailed list of proposed changes to the General Fund, detailing the impact to the Fund's budgeted ending cash. Descriptions are also included for proposed changes to the budgets of other funds.

- Beginning fund balances for all funds have been adjusted from estimated to actual.
- Open purchase orders from FY 2020 were covered in the attachments, if it was for a significant amount and the department notified me in advance that the purchase order would not be closed before the end of the fiscal year.

Significant items specifically for the **General Fund** include:

- Budgeted ending cash is greater than the originally adopted amount. Sales tax revenue was greater than anticipated , CARES Act funds were received , and overall expenses were less than projected.
- The increase in fund balance was budgeted for equipment and vehicle purchases in the Police Department, Public Works, and Parks & Recreation.
- The paving budget was increased to budget for projects which were scheduled for FY 2020 but were not completed before September 30.
- The balance of \$1,800,000 generated from tax levy in 2018 and 2019 (\$1,683,481) is budgeted, as originally planned, for the Public Safety Complex, for items not paid with bond proceeds.

Budget amendments in other funds were attributed mostly to adjusting beginning cash estimates and construction costs.

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

RECAP OF PROPOSED AMENDMENTS
NOVEMBER 3, 2020
FY 2021

GENERAL FUND:

Budgeted Ending Cash as adopted **4,297,704**

Amendments to Revenues:

Federal Grants	1,071,332	
State Grants	317	
Transfers In	814	
Adjustment to Beginning Cash	2,707,134	
Total Amendments to Revenues		3,779,597

Amendments to Expenditures:

City Court - salary adjustments	(4,410)	
Mun. Clerk - open purchase order	(3,675)	
Risk Mgt - budget for unemployment	(1,050)	
Urban Dev. - open purchase order	(21,010)	
Info. Systgms - computer supplies	(15,000)	
Gen. Govt. Bldg - open purchase order	(4,200)	
MPO - open purchase orders	(27,790)	
Police - open purchase orders; vehicles; grant adjmnt	(540,351)	
P/F Training - Fire Dept. training	(11,500)	
Fire - fire halls roof repairs	(60,000)	
Streets - open paving projects; equipment purchase	(667,952)	
Drainage - open purchase orders	(176,150)	
Construction - open purchase orders	(13,625)	
Sanitation - open purchase orders; equipment purchase	(516,162)	
Health - salary adjustments; equipment purchase	(312,730)	
Eco. Dev. - budget reserve funds from CARES Act	(919,272)	
Cemetery - equipment purchase	(32,000)	
Transfers - adjust transfer for Elam Arms TIF debt	14,733	
Total Amendments to General Fund Expenditures		(3,312,144)
Budgeted Ending Cash, as Amended		\$ 4,765,157

PARKS & RECREATION FUND:

Adjust for open purchase orders; salary adjustments; downtown signage; vehicle purchase	\$ 182,584
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WATER & SEWER O & M FUND:

Adjust budget for unemployment costs	\$ 3,000
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POLICE FORFEITURES FUND:

Adjust budget for D.A.R.E. expenses and vehicle purchase	\$ 230,798
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AIRPORT IMPROVEMENT FUND:

Adjust budget for grant revenue	\$ (43,174)
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MUNICIPAL ROAD & BRIDGE FUND:

Adjust budgets for various projects to reflect
amounts remaining due to be paid and beginning fund balance \$ (123,802)

MASS TRANSIT FUND:

Adjust budget for salary changes; JARC program \$ 174,466

COMMUNITY CENTERS FUND:

Adjust for open purchase orders \$ 16,756

SPECIAL SALES TAX/USM IMPROVEMENTS FUND:

Adjust budget for project costs \$ 378,415

PUBLIC SAFETY/RECREATION CONSTRUCTION FUND:

Adjust budget for actual beginning fund balance \$ (1,797,956)

2019 FIRE STATION CONSTRUCTION FUND:

Adjust budget for remaining construction costs \$ (252,097)

TIF CONSTRUCTION FUND:

Adjust budget to transfer balance \$ 814

KAMPER PARK CAPITAL IMPROVEMENT FUND:

Adjust budget to actual beginning fund balance \$ 15

INFRASTRUCTURE IMPR-INTERNET SALES TAX FUND:

Adjust budget for beginning fund balance \$ 156,091

SERIES 2013 WATER & SEWER REVENUE BOND CONSTRUCTION FUND:

Budget transfer of cash balance to close out fund \$ 571

SERIES 2016 WATER & SEWER TAXABLE BOND CONSTRUCTION FUND:

Adjust budget to actual beginning fund balance \$ (405,138)

SERIES 2012 WATER & SEWER BOND CONSTRUCTION FUND:

Budget transfer of cash balance to close out fund \$ 64

All funds' beginning fund balances were adjusted from previous estimates to actual balances on October 1, 2020.

RESOLUTION

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

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

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

Section 1. That the following budget amendments are hereby authorized to be made in the City's General Fund Police Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
-0-	\$500,000	\$500,000	Adjust budget for purchase of police cars

Section 2. That the following budget amendments are hereby authorized to be made in the City's General Fund Police & Fire Training Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$63,645	\$11,500	\$75,145	Adjust budget for Fire Dept. training

Section 3. That the following budget amendments are hereby authorized to be made in the City's General Fund Fire Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$282,109	\$60,000	\$342,109	Adjust budget for fire halls' roof repairs

Section 4. That the following budget amendments are hereby authorized to be made in the City's General Fund Public Services Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$4,881,699	\$597,524	\$5,479,223	Adjust budget for paving projects not completed in FY 2020

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$803,850	\$1,065,000	\$1,868,850	Adjust budget for equipment purchases

Section 6. That the following budget amendments are hereby authorized to be made in the City's General Fund Economic Development Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$305,000	\$910,791	\$1,215,791	Budget for open purchase orders and unallocated CARES Act funds

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$76,200	\$30,000	\$106,200	Budget for equipment purchase

Section 8. That the following budget amendments are hereby authorized to be made in the City's Parks & Recreation Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$190,000	\$102,654	\$292,654	Budget for open purchase orders and downtown signage

Section 9. That the following budget amendments are hereby authorized to be made in the City's Police Forfeitures Fund Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$50,757	\$50,757	Budget fund balance for supplies purchases

Section 10. That the following budget amendments are hereby authorized to be made in the City's Police Forfeitures Fund Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$17,000	\$17,000	Budget fund balance for training costs

Section 11. That the following budget amendments are hereby authorized to be made in the City's Police Forfeitures Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$163,041	\$163,041	Budget fund balance for equipment and vehicle purchases

Section 12. That the following budget amendments are hereby authorized to be made in the City's Mass Transit Fund Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$391,194	\$169,206	\$560,400	Budget for renewal of JARC program

Section 13. That the following budget amendments are hereby authorized to be made in the City's Community Centers Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$51,000	\$13,756	\$64,756	Budget for open purchase order for roof repairs

Section 14. That the following budget amendments are hereby authorized to be made in the City's TIF Construction Fund Transfers Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$814	\$814	Transfer fund balance to General Fund

Section 15. That the following budget amendments are hereby authorized to be made in the City's 2016 Water & Sewer Taxable Bond Construction Fund Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$184,610	\$184,610	Budget for engineering costs on water & sewer projects

Section 16. That the following budget amendments are hereby authorized to be made in the City's Special Sales Tax-Parks/Recreation/USM Improvements Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$2,178,980	\$378,415	\$2,557,395	Budget fund balance for planned projects

Section 17. That the following budget amendments are hereby authorized to be made in the City's Internet Sales Tax Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ 970,000	\$156,091	\$1,126,091	Budget fund balance for planned projects

Section 18. That the following budget amendments are hereby authorized to be made in the City's 2013 Water & Sewer Revenue Construction Fund Transfers Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$571	\$571	Transfer fund balance to debt service fund and close fund

Section 19. That the following budget amendments are hereby authorized to be made in the City's 2012 Water & Sewer Construction Fund Transfers Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$64	\$64	Transfer fund balance to debt service fund and close fund

Section 20. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 3rd day of November, 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of November, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets
<u>Revenues & Beg. Cash Balance:</u>			
Taxes -Other	\$40,000		\$40,000
Licenses & Permits	4,346,000		4,346,000
Intergovernmental Revenues:			
Federal	1,316,738	1,071,332	2,388,070
State	267,434	317	267,751
State-Shared	23,010,200		23,010,200
County/City Shared			0
Charges for Services:			
Public Safety	435,000		435,000
Streets	0		0
Sanitation	2,290,000		2,290,000
Misc.	0		0
Fines & Forf.	1,042,600		1,042,600
Misc. Revenues	328,250		328,250
Transfers-In	1,024,000	814	1,024,814
Non-Revenue Receipts	117,000		117,000
TOTAL REVENUES EXCLUSIVE OF PROPERTY TAXES	<u>\$34,217,222</u>	<u>\$1,072,463</u>	<u>\$35,289,685</u>
Beg. Fund Balance	7,000,000	2,707,134	9,707,134
Less Reserve for Court Technology	-914,503		-914,503
Less Reserve for Future Debt Service			0
Property Tax Levy	18,745,000		18,745,000
TOTAL AVAIL. REVENUES	<u>\$59,047,719</u>	<u>\$3,779,597</u>	<u>\$62,827,316</u>

THE GENERAL FUND EXPENDITURE BUDGETS:

City Council			
Personnel	\$366,920		\$366,920
Supplies & Expenses	2,400		2,400
Other Services & Charges	240,500		240,500
Capital Outlays	6,000		6,000
Total - City Council	<u>\$615,820</u>	<u>\$0</u>	<u>\$615,820</u>

City Court			
Personnel	\$1,011,401	\$4,410	\$1,015,811
Supplies & Expenses	30,324		30,324
Other Services & Charges	722,262		722,262
Capital Outlays	0		0
Total - City Court	<u>\$1,763,987</u>	<u>\$4,410</u>	<u>\$1,768,397</u>

Mayor/Admin.			
Personnel	\$650,580		\$650,580
Supplies & Expenses	15,250		15,250
Other Services & Charges	187,700		187,700
Capital Outlays	5,000		5,000
Total - Mayor/Admin.	<u>\$858,530</u>	<u>\$0</u>	<u>\$858,530</u>

Elections

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets
Personnel	\$0		\$0
Supplies & Expenses	3,200		3,200
Other Services & Charges	65,550		65,550
Capital Outlays	0		0
Total - Elections	<u>\$68,750</u>	<u>\$0</u>	<u>\$68,750</u>
Muni. Clerk			
Personnel	\$210,660		\$210,660
Supplies & Expenses	4,150		4,150
Other Services & Charges	49,800	3,675	53,475
Capital Outlays	0		0
Total - Muni Clerk	<u>\$264,610</u>	<u>\$3,675</u>	<u>\$268,285</u>
Accounting			
Personnel	\$298,700		\$298,700
Supplies & Expenses	5,230		5,230
Other Services & Charges	1,800		1,800
Capital Outlays	0		0
Total - Accounting	<u>\$305,730</u>	<u>\$0</u>	<u>\$305,730</u>
Purchasing			
Personnel	\$127,555		\$127,555
Supplies & Expenses	2,750		2,750
Other Services & Charges	2,734		2,734
Capital Outlays	0		0
Total - Purchasing	<u>\$133,039</u>	<u>\$0</u>	<u>\$133,039</u>
City Attorney			
Personnel	\$96,255		\$96,255
Supplies & Expenses	100		100
Other Services & Charges	11,100		11,100
Capital Outlays	0		0
Total - City Attorney	<u>\$107,455</u>	<u>\$0</u>	<u>\$107,455</u>
Human Resources			
Personnel	\$190,612		\$190,612
Supplies & Expenses	8,900		8,900
Other Services & Charges	6,100		6,100
Capital Outlays	0		0
Total - Human Resources	<u>\$205,612</u>	<u>\$0</u>	<u>\$205,612</u>
Loss Control			
Personnel	\$70,565	\$1,050	\$71,615
Supplies & Expenses	6,350		6,350
Other Services & Charges	3,700		3,700
Capital Outlays	0		0
Total - Loss Control	<u>\$80,615</u>	<u>\$1,050</u>	<u>\$81,665</u>
Urban Development			

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets
Personnel	\$568,905		\$568,905
Supplies & Expenses	26,360		26,360
Other Services & Charges	124,165	21,010	145,175
Capital Outlays	0		0
Total - Urban Dev.	<u>\$719,430</u>	<u>\$21,010</u>	<u>\$740,440</u>
Information Systems			
Personnel	\$308,682		\$308,682
Supplies & Expenses	39,100	15,000	54,100
Other Services & Charges	941,000		941,000
Capital Outlays	20,000		20,000
Total - Inf. Systems	<u>\$1,308,782</u>	<u>\$15,000</u>	<u>\$1,323,782</u>
Gen. Gov't Building			
Personnel			\$0
Supplies & Expenses	19,500		19,500
Other Services & Charges	171,900	4,200	176,100
Capital Outlays	0		0
Total - Gen. Gov't Building	<u>\$191,400</u>	<u>\$4,200</u>	<u>\$195,600</u>
Intermodal Facility (Depot) O & M:			
Personnel	\$0		\$0
Supplies & Expenses	12,500		12,500
Other Services & Charges	100,200		100,200
Capital Outlays	0		0
Total - Depot O & M	<u>\$112,700</u>	<u>\$0</u>	<u>\$112,700</u>
Metro Planning			
Personnel	\$107,440		\$107,440
Supplies & Expenses	19,000		19,000
Other Services & Charges	147,200	27,790	174,990
Capital Outlays	0		0
Total - Metro Planning	<u>\$273,640</u>	<u>\$27,790</u>	<u>\$301,430</u>
Gen. Gov't Insurance/Other serv.			
Personnel	\$0		\$0
Supplies & Expenses	1,000		1,000
Other Services & Charges	2,362,900		2,362,900
Capital Outlays			0
Total - Gen. Gov't Insur/other Serv.	<u>\$2,363,900</u>	<u>\$0</u>	<u>\$2,363,900</u>
Federal Programs Administration			
Personnel	\$0		0
Supplies	0		0
Other Services & Charges	0		0
Capital Outlay	0		0
Total - Federal Programs Admin.	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

Recap - General Government Cost Centers

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets
<i>Personnel</i>	\$4,008,275	\$5,460	\$4,013,735
<i>Supplies & Expenses</i>	\$196,114	\$15,000	\$211,114
<i>Other Services & Charges</i>	\$5,138,611	\$56,675	\$5,195,286
<i>Capital Outlays</i>	\$31,000	\$0	\$31,000
<i>Total - Gen. Government</i>	\$9,374,000	\$77,135	\$9,451,135

Police

Personnel	\$11,263,640		\$11,263,640
Supplies & Expenses	778,947	3,616	782,563
Other Services & Charges	561,398	36,735	598,133
Capital Outlays	0	500,000	500,000
Total - Police	\$12,603,985	\$540,351	\$13,144,336

Police & Fire Training

Personnel	\$41,702		\$41,702
Supplies & Expenses	106,084		106,084
Other Services & Charges	63,645	11,500	75,145
Capital Outlays	0		0
Total - Police & Fire Training	\$211,431	\$11,500	\$222,931

Fire

Personnel	\$8,710,568		\$8,710,568
Supplies & Expenses	313,343		313,343
Other Services & Charges	282,109	60,000	342,109
Capital Outlays	0		0
Total - Fire Dept.	\$9,306,020	\$60,000	\$9,366,020

Code Enforcement

Personnel	\$629,322		\$629,322
Supplies & Expenses	24,855		24,855
Other Services & Charges	229,150		229,150
Capital Outlays	0		0
Total - Code Enforcement	\$883,327	\$0	\$883,327

Contractual Services - Public Safety

Personnel	\$380,300		\$380,300
Supplies & Expenses	0		0
Other Services & Charges	997,000		997,000
Capital Outlays	0		0
Total - Cont. Serv. - Public Safety	\$1,377,300	\$0	\$1,377,300

Public Services Cost Centers:

Traffic Maint.

Personnel	\$269,889		\$269,889
Supplies & Expenses	160,700		160,700
Other Services & Charges	47,300		47,300
Capital Outlays	0		0
Total - Traffic Maint.	\$477,889	\$0	\$477,889

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets
Streets			
Personnel	\$996,467	\$7,740	\$1,004,207
Supplies & Expenses	409,300		409,300
Other Services & Charges	1,420,330	540,212	1,960,542
Capital Outlays	0	120,000	120,000
Total - Streets	<u>\$2,826,097</u>	<u>\$667,952</u>	<u>\$3,494,049</u>
Street Lights			
Personnel			\$0
Supplies & Expenses			0
Other Services & Charges	1,320,000		1,320,000
Capital Outlays	0		0
Total - Street Lights	<u>\$1,320,000</u>	<u>\$0</u>	<u>\$1,320,000</u>
Engineering			
Personnel	\$541,348		\$541,348
Supplies & Expenses	11,075		11,075
Other Services & Charges	319,887		319,887
Capital Outlays	0		0
Total - Engineering	<u>\$872,310</u>	<u>\$0</u>	<u>\$872,310</u>
Shop			
Personnel	\$464,648		\$464,648
Supplies & Expenses	40,935		40,935
Other Services & Charges	44,700		44,700
Capital Outlays	0		0
Total - Shop	<u>\$550,283</u>	<u>\$0</u>	<u>\$550,283</u>
GOFS			
Personnel	\$0		\$0
Supplies & Expenses	5,120		5,120
Other Services & Charges	19,000		19,000
Capital Outlays	0		0
Total - GOFS	<u>\$24,120</u>	<u>\$0</u>	<u>\$24,120</u>
Drainage			
Personnel	\$0		\$0
Supplies & Expenses	31,800		31,800
Other Services & Charges	107,800	29,150	136,950
Capital Outlays	803,850	147,000	950,850
Total - Drainage	<u>\$943,450</u>	<u>\$176,150</u>	<u>\$1,119,600</u>
Construction			
Personnel	\$583,936		\$583,936
Supplies & Expenses	104,275	13,625	117,900
Other Services & Charges	108,032		108,032
Capital Outlays	0		0
Total - Construction	<u>\$796,243</u>	<u>\$13,625</u>	<u>\$809,868</u>

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets
Sanitation			
Personnel	\$1,677,285		1,677,285
Supplies & Expenses	373,100		373,100
Other Services & Charges	1,488,050	28,162	1,516,212
Capital Outlays	0	488,000	488,000
Total - Sanitation	<u>\$3,538,435</u>	<u>\$516,162</u>	<u>\$4,054,597</u>
Street Cleaning			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	0		0
Total - Street Cleaning	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Health			
Personnel	\$1,444,052	\$2,730	\$1,446,782
Supplies & Expenses	170,700		170,700
Other Services & Charges	6,600		6,600
Capital Outlays	0	310,000	310,000
Total - Health	<u>\$1,621,352</u>	<u>\$312,730</u>	<u>\$1,934,082</u>
Recap - Public Services:			
Personnel	\$5,977,625	\$10,470	\$5,988,095
Supplies & Expenses	\$1,307,005	13,625	1,320,630
Other Services & Charges	\$4,881,699	597,524	5,479,223
Capital Outlays	\$803,850	1,065,000	1,868,850
Total - Public Services	<u>\$12,970,179</u>	<u>\$1,686,619</u>	<u>\$14,656,798</u>
Animal Control			
Personnel	\$134,019		\$134,019
Supplies & Expenses	13,050		13,050
Other Services & Charges	185,550		185,550
Capital Outlays	0		0
Total - Animal Control	<u>\$332,619</u>	<u>\$0</u>	<u>\$332,619</u>
Human/Social Assist.			
Personnel			\$0
Supplies & Expenses			0
Other Services & Charges	383,400		383,400
Capital Outlays			0
Total - Human/Social Assist.	<u>\$383,400</u>	<u>\$0</u>	<u>\$383,400</u>
Economic Dev.			
Personnel			\$0
Supplies & Expenses			0
Other Services & Charges	305,000	910,791	1,215,791
Capital Outlays	1,725,000	8,481	1,733,481
Total - Economic Dev.	<u>\$2,030,000</u>	<u>\$919,272</u>	<u>\$2,949,272</u>
Debt Service			

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets
Principal	\$717,520		\$717,520
Interest	379,720		\$379,720
Paying Agent Fee	3,000		\$3,000
Total Debt Service	<u>\$1,100,240</u>	<u>\$0</u>	<u>\$1,100,240</u>
Airport			
Personnel	\$0		\$0
Supplies & Expenses	24,650		24,650
Other Services & Charges	48,550		48,550
Capital Outlays	0		0
Total - Airport	<u>\$73,200</u>	<u>\$0</u>	<u>\$73,200</u>
Cemetery			
Personnel	\$831,831	\$2,000	\$833,831
Supplies & Expenses	88,650		88,650
Other Services & Charges	63,001		63,001
Capital Outlays	76,200	30,000	106,200
Total - Cemetery	<u>\$1,059,682</u>	<u>\$32,000</u>	<u>\$1,091,682</u>
Parking Garages			
Personnel	\$76,178		\$76,178
Supplies & Expenses	2,050		2,050
Other Services & Charges	54,350		54,350
Capital Outlays	0		0
Total - Parking Garages	<u>\$132,578</u>	<u>\$0</u>	<u>\$132,578</u>
Transfers to Other Funds	\$2,912,054	-14,733	\$2,897,321
EXPENDITURES & TRANSFERS	<u>\$54,750,015</u>	<u>\$3,312,144</u>	<u>\$58,062,159</u>
Recap - General Fund			
Personnel	\$32,053,460	\$17,930	\$32,071,390
Supplies & Expenses	2,854,748	32,241	2,886,989
Other Services & Charges	13,196,463	1,673,225	14,869,688
Capital Outlays	2,636,050	1,603,481	4,239,531
Principal Payments	717,520	0	717,520
Interest Payments	379,720	0	379,720
Total - Gen. Fund Cost Centers	<u>\$51,837,961</u>	<u>\$3,326,877</u>	<u>\$55,164,838</u>
Transfers to Other Funds	<u>2,912,054</u>	<u>-14,733</u>	<u>2,897,321</u>
Total - Expenditures & Transfers	<u>\$54,750,015</u>	<u>\$3,312,144</u>	<u>\$58,062,159</u>
Ending Cash Budget	<u>\$4,297,704</u>	<u>\$467,453</u>	<u>\$4,765,157</u>

CITY OF HATTIESBURG, MS

Analysis of Expenditure Budgets - Funds Other Than General

Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets
<i>Parks & Recreation (Fund #2):</i>			
Recreation Maint. Cost Center			
Personnel	\$1,456,427	\$2,352	\$1,458,779
Supplies & Expenses	333,800		333,800
Other Services & Charges	480,079	76,578	556,657
Capital Outlays	180,000	102,654	282,654
Total - Recreation Maint.	<u>\$2,450,306</u>	<u>\$181,584</u>	<u>\$2,631,890</u>

Recreation Admin.			
Personnel	\$547,870		\$547,870
Supplies & Expenses	71,800		71,800
Other Services & Charges	454,292	1,000	455,292
Capital Outlays	10,000		10,000
Total - Recreation Admin.	<u>\$1,083,962</u>	<u>\$1,000</u>	<u>\$1,084,962</u>

Kamper Park Zoo			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	0		0
Total - Kamper Park	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

Recap - Parks & Recreation Fund:

<i>Personnel</i>	<i>\$2,004,297</i>	<i>\$2,352</i>	<i>\$2,006,649</i>
<i>Supplies & Expenses</i>	<i>405,600</i>	<i>0</i>	<i>405,600</i>
<i>Other Services & Charges</i>	<i>934,371</i>	<i>77,578</i>	<i>1,011,949</i>
<i>Capital Outlays</i>	<i>190,000</i>	<i>102,654</i>	<i>292,654</i>
<i>Total - Recreation Maint.</i>	<u><i>\$3,534,268</i></u>	<u><i>\$182,584</i></u>	<u><i>\$3,716,852</i></u>

Municipal Fire Protection (Fund #5):

Personnel	\$0		\$0
Supplies & Expenses	69,500		69,500
Other Services & Charges	61,000		61,000
Capital Outlays	185,000		185,000
Principal Payments	62,335		62,335
Interest Payments	7,710		7,710
<i>Total - Municipal Fire Prot. Fund</i>	<u><i>\$385,545</i></u>	<u><i>\$0</i></u>	<u><i>\$385,545</i></u>

Special Streets (Fund #8):

Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	184,000		184,000
Capital Outlays	0		0
<i>Total - Special Streets</i>	<u><i>\$184,000</i></u>	<u><i>\$0</i></u>	<u><i>\$184,000</i></u>

Water & Sewer Operation & Maint. (Fund #9):

Customer Accounts Cost Center

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets
Personnel	\$758,484		\$758,484
Supplies & Expenses	51,300		51,300
Other Services & Charges	266,500	-5,000	261,500
Capital Outlays	20,000	5,000	25,000
Total - Customer Accounts	<u>\$1,096,284</u>	<u>\$0</u>	<u>\$1,096,284</u>
Water Transmission Cost Center			
Personnel	\$985,540	\$2,000	\$987,540
Supplies & Expenses	304,753		304,753
Other Services & Charges	1,412,000		1,412,000
Capital Outlays	120,000		120,000
Total - Water Trans.	<u>\$2,822,293</u>	<u>\$2,000</u>	<u>\$2,824,293</u>
Plant Cost Center			
Personnel	\$571,840		\$571,840
Supplies & Expenses	137,000		137,000
Other Services & Charges	1,276,098	-5,435	1,270,663
Capital Outlays	149,000	5,435	154,435
Total - Plant	<u>\$2,133,938</u>	<u>\$0</u>	<u>\$2,133,938</u>
Sewer Cost Center			
Personnel	\$430,995	\$1,000	\$431,995
Supplies & Expenses	330,100		330,100
Other Services & Charges	2,559,500		2,559,500
Capital Outlays	160,000		160,000
Total - Sewer	<u>\$3,480,595</u>	<u>\$1,000</u>	<u>\$3,481,595</u>
Lagoon Cost Center			
Personnel	\$308,819		\$308,819
Supplies & Expenses	377,220		377,220
Other Services & Charges	2,269,400		2,269,400
Capital Outlays	0		0
Principal Payments	0		0
Interest Payments	0		0
Total - Lagoon Cost Center	<u>\$2,955,439</u>	<u>\$0</u>	<u>\$2,955,439</u>
Recap: Water & Sewer O & M Fund:			
Personnel	\$3,055,678	\$3,000	\$3,058,678
Supplies & Expenses	1,200,373	0	1,200,373
Other Services & Charges	7,783,498	-10,435	7,773,063
Capital Outlays	449,000	10,435	459,435
Principal Payments	0	0	0
Interest Payments	0	0	0
Total - Water & Sewer O & M Fund	<u>\$12,488,549</u>	<u>\$3,000</u>	<u>\$12,491,549</u>
Water & Sewer Bond & Int. (Fund #10):			
Principal Payments	\$5,500,000		\$5,500,000
Interest Payments	\$2,082,071		\$2,082,071
Paying Agent Fees	\$15,000		\$15,000

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets
<i>Total - W & S Bond & Int. Fund</i>	<i>\$7,597,071</i>	<i>\$0</i>	<i>\$7,597,071</i>
<i>Water & Sewer Revenue (Fund #11):</i>			
Principal Payments	\$0		\$0
Interest Payments	0		0
Other services & charges	86,300		86,300
Transfers to other funds	22,730,000		22,730,000
<i>Total - W & S Revenue Fund</i>	<i>\$22,816,300</i>	<i>\$0</i>	<i>\$22,816,300</i>
<i>2020 Tax Increment (Planet Fitness) Bond & Int (Fund #12):</i>			
Principal Payments	\$28,333		\$28,333
Interest Payments	34,629		34,629
Other Services & Charges			
Transfers	0		0
Paying Agent Fees	0		0
<i>Total - 1999 TIF Bond & Int Fund</i>	<i>\$62,962</i>	<i>\$0</i>	<i>\$62,962</i>
<i>City Bond & Interest (Fund #13):</i>			
Principal Payments	\$1,737,254		\$1,737,254
Interest Payments	2,048,728		2,048,728
Other Services & Charges	32,000		32,000
Transfers	0		0
Paying Agent Fees	20,000		20,000
<i>Total - 1999 TIF Bond & Int Fund</i>	<i>\$3,837,982</i>	<i>\$0</i>	<i>\$3,837,982</i>
<i>USA Yeast Bond & Interest (Fund #15):</i>			
Principal Payments	\$0		\$0
Interest Payments	0		0
Transfers Out	0		0
other services & charges	0		0
<i>Total - 1999 TIF Bond & Int Fund</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
<i>Police Fines & Forfeitures (Fund #19):</i>			
Personnel	\$0		\$0
Supplies & Expenses	0	50,757	50,757
Other Services & Charges	0	17,000	17,000
Capital Outlays	0	163,041	163,041
Transfers	0		0
<i>Total - Fines & Forf. Fund</i>	<i>\$0</i>	<i>\$230,798</i>	<i>\$230,798</i>
<i>Series 2002 TIF Bond & Int (Southern Pointe, Fund #20):</i>			
Principal Payments	\$160,000		\$160,000
Interest Payments	81,967		81,967
other services & charges	2,000		2,000
<i>Total - 1999 TIF Bond & Int Fund</i>	<i>\$243,967</i>	<i>\$0</i>	<i>\$243,967</i>
<i>Series 2004 TIF Bond & Int (Home Depot, Fund #21):</i>			
Principal Payments	\$0		\$0

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets
Interest Payments	0		0
Transfers	0		0
other services & charges	0		0
Total - 2004 TIF Bond & Int Fund	\$0	\$0	\$0

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

Principal Payments	\$140,000		\$140,000
Interest Payments	52,935		52,935
other services & charges	2,500		2,500
Transfers to other Funds	0		0
Total - 2003 TIF Bond & Int Fund	\$195,435	\$0	\$195,435

Series 2007 TIFBond & Int (Turtle Creek Fund 23):

Principal Payments	490,000		490,000
Interest Payments	61,750		61,750
Other Services & Charges	5,000		5,000
Total - 2007 TIF Bond & Int Fund	\$556,750	\$0	\$556,750

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

Principal Payments	\$50,000		50,000
Interest Payments	\$6,000		6,000
Other Services & Charges	\$1,000		1,000
Total - 2008 TIF Bond & Int Fund	\$57,000	\$0	\$57,000

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

Principal Payments	\$85,000		85,000
Interest Payments	\$2,125		2,125
Other Services & Charges	\$2,000		2,000
Total - 2008 TIF Bond & Int Fund	\$89,125	\$0	\$89,125

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

Principal Payments	\$175,000		175,000
Interest Payments	\$104,383		104,383
Other Services & Charges	\$2,000		2,000
Total - 2008 TIF Bond & Int Fund	\$281,383	\$0	\$281,383

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

Principal Payments	\$49,000		49,000
Interest Payments	\$26,605		26,605
Other Services & Charges			0
Total - 2008 TIF Bond & Int Fund	\$75,605	\$0	\$75,605

Airport Imp. (Fund #39):

Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	92,000	-43,174	48,826
Capital Outlays	842,510		842,510
Total - Airport Imp. Fund	\$934,510	-\$43,174	\$891,336

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets
Series 2015A TIF Bond & Int (The Ridge at Turtle Creek)			
(Fund #50)			
Principal Payments	67000		67,000
Interest Payments	52223		52,223
Paying Agent Fees	2000		2,000
Other Services & Charges	0		0
Total - Series 2015A TIF Bond & Int	\$ 121,223	\$ -	\$ 121,223

Series 2015B TIF Bond & Int (Midtown Market)			
(Fund #51)			
Principal Payments	11000		11,000
Interest Payments	8993		8,993
Paying Agent Fees	2000		2,000
Other Services & Charges	20		20
Total - Series 2015B TIF Bond & Int	\$ 22,013	\$ -	\$ 22,013

Series 2019 TIF Bond & Int (Elam Arms)			
(Fund #52)			
Principal Payments	159000		159,000
Interest Payments	124157		124,157
Paying Agent Fees	2500		2,500
Other Services & Charges			0
Total - Series 2019 TIF Bond & Int	\$ 285,657	\$ -	\$ 285,657

Municipal Road & Bridge (Fund #72):			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	1,775,432		1,775,432
Capital Outlays	6,074,857	-123,802	5,951,055
Principal	0		0
Interest	0		0
Total - Municipal Road & Bridge	\$7,850,289	-\$123,802	\$7,726,487

Mass Transit (Fund #73):			
Personnel	\$1,264,994	\$5,260	\$1,270,254
Supplies & Expenses	236,410		236,410
Other Services & Charges	391,194	169,206	560,400
Capital Outlays	2,059,364		2,059,364
Total - Mass Transit Fund	\$3,951,962	\$174,466	\$4,126,428

Water & Sewer Construction (Fund #75):			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	540,110		540,110
Transfers			
Capital Outlays	6,585,577		6,585,577
Total - W & S Construction Fund	\$7,125,687	\$0	\$7,125,687

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets
Community Centers (Fund #77):			
Personnel	\$612,905		\$612,905
Supplies & Expenses	38,750		38,750
Other Services & Charges	173,910	3,000	176,910
Capital Outlays	51,000	13,756	64,756
Total - Community Centers Fund	\$876,565	\$16,756	\$893,321
Community Dev. Block Grant (Fund #82):			
Personnel	\$239,430		\$239,430
Supplies & Expenses	8,200		8,200
Other Services & Charges	240,580		240,580
Capital Outlays	1,895,457		1,895,457
Transfers	0		0
Total - CDBG Fund	\$2,383,667	\$0	\$2,383,667
Series 2009 G.O. Bonds - AMR Project (Fund #78)			
Supplies	\$0		0
Other Services & Charges	\$0		0
Transfers Out	\$0		0
Capital Outlay	0		0
Total - Series 2009 G.O. Bonds	\$0	\$0	\$0
Special Sales Tax-Parks/Rec/USM Improvements (Fund 86):			
Personal Services	\$40,020		40,020
Supplies	\$0		0
Other Services & Charges	\$1,399,000		1,399,000
Transfers Out	\$0		0
Capital Outlay	2,178,980	\$378,415	2,557,395
Total - Parks/Rec/USM Impr.	\$3,618,000	\$378,415	\$3,996,415
Public Safety/Recreation Construction (Fund #88):			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	33,610,346	-1,797,956	31,812,390
Transfers to other Funds	0		0
Total - Series 2002 Const. Fund	\$33,610,346	-\$1,797,956	\$31,812,390
MDA Energy Efficiency Capital Projects (Fund 89):			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	0		0
Transfers	0		0
Total - Series 2004 Const. Fund	\$0	\$0	\$0

Series 2008 G.O. Note (Downtown Lighting)(Fund # 90):

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	0		0
Transfers	0		0
Total - Series 2004 Const. Fund	\$0	\$0	\$0

TIF Construction (Fund # 91):

Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	0		0
Transfers	0	814	814
Total - Series 2004 Const. Fund	\$0	\$814	\$814

2019 Fire Station Construction Fund (Fund 95):

Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	3,175,000	-252,097	2,922,903
Transfers	0		0
Total - Series 2001 Const. Fund	\$3,175,000	-\$252,097	\$2,922,903

Infrastructure Impr-Internet Sales Tax (Fund #97):

Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Transfers			0
Capital Outlays	970,000	156,091	1,126,091
Total - MDB Fund	\$970,000	\$156,091	\$1,126,091

Kamper Park Imp. (Fund #98):

Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	2,302	15	2,317
Total - Kamper Park Imp. Fund	\$2,302	\$15	\$2,317

Series 2010 Water & Sewer G.O. Constr. (Fund #99):

Personnel			
Supplies & Expenses			
Other Services & Charges			0
Capital Outlay	\$0		0
Transfers out	\$0		0
Total - Series 2010 Constr.	\$0	\$0	\$0

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets
Series 2013 Water & Sewer Revenue Constr. (Fund #105):			
Personnel			0
Supplies & Expenses			0
Other Services & Charges	\$0		0
Capital Outlay	\$0		0
Transfers		\$571	571
Total - Series 2013 Constr.	\$0	\$571	\$571

Series 2016 Water & Sewer Taxable Bonds Constr. (Fund #93):			
Personnel			0
Supplies & Expenses			0
Other Services & Charges	\$0	\$184,610	184,610
Capital Outlay	\$4,500,000	-\$589,748	3,910,252
Transfers			0
Total - Series 2016 Constr.	\$4,500,000	-\$405,138	\$4,094,862

Series 2012 Water & Sewer Const. (Fund #94):			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	0		0
Transfers Out	0	64	64
Total - Series 2012 Const.	\$0	\$64	\$64

GRAND TOTAL - FUNDS OTHER THAN THE GENERAL FUND	\$121,833,163	-\$1,478,593	\$120,068,913
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General Fund	\$54,750,015	\$3,312,144	\$58,062,159
TOTAL EXPENDITURES & TRANSFERS	\$176,583,178	\$1,833,551	\$178,131,072

Less: Interfund Transfers	-25,642,054	13,284	-25,628,770
TOTAL EXPENDITURES	\$150,941,124	\$1,846,835	\$152,502,302

Recap of City-Wide Expenditure Budgets:

Personnel	\$39,270,784	\$28,542	\$39,299,326
Supplies & Expenses	\$4,813,581	\$82,998	\$4,896,579
Other Services & Charges	\$26,945,878	\$2,071,010	\$29,016,888
Capital Outlays	\$65,405,443	-\$335,715	\$65,069,728
Principal Payments	9,431,442	0	9,431,442
Interest Payments	5,073,996	0	5,073,996
Total Expenditure Budgets	\$150,941,124	\$1,846,835	\$152,787,959

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

GENERAL FUND:

REVENUES & BEG. CASH:

Taxes - Other	\$40,000
Licenses & Permits	4,346,000
Inter-governmental Revenues:	
Federal Grants	2,388,070
State Grants	267,751
State-Shared Revenues	23,010,200
County Shared Revenues	0
Charges for Services:	
Public safety	435,000
Streets	0
Sanitation	2,290,000
Misc.	0
Fines & Forfeits	1,042,600
Miscellaneous	328,250
Transfers-In	1,024,814
Non-Revenue Receipts	117,000
Total From All Sources	
Other Than taxation	35,289,685
Beginning Cash and	
Investment Balance	9,707,134
Reserve for Court Technology	(914,503)
Amount to be Raised by Tax Levy	18,745,000
TOTAL FROM ALL SOURCES	\$62,827,316

EXPENDITURES & ENDING CASH:

General Government:	
Personnel	4,013,735
Supplies & Expenses	211,114
Other services & Charges	5,195,286
Capital Outlays	31,000
Total - General Government	9,451,135
Police Dept.:	
Personnel	11,263,640
Supplies & Expenses	782,563
Other services & Charges	598,133
Capital Outlays	500,000
Total - Police Dept.	13,144,336
Police & Fire Training:	
Personnel	41,702
Supplies & Expenses	106,084
Other services & Charges	75,145
Capital Outlays	0
Total - Police & Fire Training	222,931
Fire Dept.:	
Personnel	8,710,568
Supplies & Expenses	313,343
Other services & Charges	342,109
Capital Outlays	0
Total - Fire Dept.	9,366,020
Land Development Administration:	
Personnel	629,322
Supplies & Expenses	24,855
Other services & Charges	229,150
Capital Outlays	0
Total - Land Dev. Admin.	883,327

Public Safety Contractual Services:	
Personnel	380,300
Other services & Charges	997,000
Total - Pub. Safety Cont. Serv.	<u>1,377,300</u>
Public Services:	
Personnel	5,988,095
Supplies & Expenses	1,320,630
Other services & Charges	5,479,223
Capital Outlays	1,868,850
Total - Public Services	<u>14,656,798</u>
Animal Control	
Personnel	134,019
Supplies & Expenses	13,050
Other services & Charges	185,550
Capital Outlays	0
Total - Animal Control	<u>332,619</u>
Human/Social	
Other services & Charges	383,400
Total - Human/Social	<u>383,400</u>
Economic Development	
Personnel	
Supplies & Expenses	
Other services & Charges	1,215,791
Capital Outlays	1,733,481
Total - Eco. Dev.	<u>2,949,272</u>
Debt Service:	
Principal Payments	717,520
Interest Payments	379,720
Paying Agent Fee	3,000
Total - Debt service	<u>1,100,240</u>
Airport	
Personnel	0
Supplies & Expenses	24,650
Other services & Charges	48,550
Capital Outlays	0
Total - Airport	<u>73,200</u>
Cemetery	
Personnel	833,831
Supplies & Expenses	88,650
Other services & Charges	63,001
Capital Outlays	106,200
Total - Cemetery	<u>1,091,682</u>
Parking Garages	
Personnel	76,178
Supplies & Expenses	2,050
Other services & Charges	54,350
Capital Outlays	0
Total - Parking Garages	<u>132,578</u>
Operating Transfers Out	<u>2,897,321</u>
Total Expenditures & Transfers	<u>58,062,159</u>
Ending Cash Balance	<u>\$4,765,157</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$62,827,316</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

PARKS & RECREATION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	\$0
State Grants	0
County Shared Revenues	0
Misc. grants	0
Charges for Services:	
Culture & Recreation	33,800
Miscellaneous	4,000
Transfers-In	1,595,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	1,632,800
Beginning Cash and	
Investment Balance	1,283,249
Amount to be Raised by Tax Levy	940,000
TOTAL FROM ALL SOURCES	\$3,856,049

EXPENDITURES & ENDING CASH:

Culture & Recreation:	
Personnel	2,006,649
Supplies & Expenses	405,600
Other services & Charges	1,011,949
Capital Outlays	292,654
Total Expenditures	\$3,716,852
Cash balance at End of Year	139,197
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$3,856,049

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

MUNICIPAL FIRE PROTECTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
State-Shared Revenues	\$271,500
Charges for Services	95,652
Fines & Forfeits	0
Miscellaneous	2,400
Transfers In	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	<u>369,552</u>
Beginning Cash and	
Investment Balance	<u>372,333</u>
TOTAL FROM ALL SOURCES	<u><u>\$741,885</u></u>

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	\$0
Supplies & Expenses	69,500
Other services & Charges	61,000
Capital Outlays	185,000
Lease Debt Service - Principal	62,335
Lease Debt Service - Interest	7,710
Total Expenditures	<u>\$385,545</u>
Cash balance at End of Year	<u>356,340</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$741,885</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

SPECIAL STREET
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$0
State Shared Revenues	60,000
Misc. grants	0
Miscellaneous	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	60,000
Beginning Cash and	
Investment Balance	124,790
TOTAL FROM ALL SOURCES	\$184,790

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	0
Other services & Charges	184,000
Capital Outlays	0
Total Expenditures	\$184,000
Cash balance at End of Year	790
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$184,790

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

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

REVENUES & BEG. CASH:

Charges for Services	\$25,000
Transfers-In	12,300,000
Miscellaneous	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	12,325,000
Beginning Cash and Investment Balance	1,265,191
TOTAL FROM ALL SOURCES	 \$13,590,191

EXPENDITURES & ENDING CASH:

Personnel	3,058,678
Supplies & Expenses	1,200,373
Other services & Charges	7,773,063
Capital Outlays	459,435
Lease Debt Service - Principal	0
Lease Debt Service - Interest	0
Total Expenditures	\$12,491,549
Cash balance at End of Year	1,098,642
TOTAL EXPENDITURES AND ENDING CASH BALANCE	 \$13,590,191

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

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

REVENUES & BEG. CASH:

Transfers-In	\$5,616,635
Miscellaneous	60,000
Non-Revenue Receipts	
Total Revenues	<u>5,676,635</u>
Beginning Cash Balance	<u>9,442,233</u>
TOTAL FROM ALL SOURCES	<u><u>\$15,118,868</u></u>

EXPENDITURES & ENDING CASH:

Bonds Redeemed	5,500,000
Interest on Bonds	2,082,071
Paying Agent Fees	15,000
Total Expenditures	<u>7,597,071</u>
Cash balance at End of Year	<u>7,521,797</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$15,118,868</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

WATER & SEWER ENTERPRISE FUND:

REVENUES & BEG. CASH:

Charges for Services:	
Licenses, Permits & Fees	\$2,500
Miscellaneous	40,000
Metered Water Sales	11,595,000
Taps	150,000
Water Turn-On Fees	60,000
Sewer Connections	50,000
Sewer Charges	10,918,800
Total Revenues	<u>22,816,300</u>
Beginning Fund Balance	<u>0</u>
TOTAL FROM ALL SOURCES	<u>\$22,816,300</u>

EXPENDITURES & ENDING CASH:

Other Services & Charges	86,300
Principal Redeemed - Notes	0
Interest on Notes	0
Operating Transfers Out	22,730,000
Total Expenditures	<u>\$22,816,300</u>
Cash balance at End of Year	<u>\$0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$22,816,300</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

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

REVENUES & BEG. CASH:

Interest	\$0
County-Shared Revenues	107,659
Total From All Sources	107,659
Other Than taxation	107,659
Beginning Cash and Investment Balance	192
Amount to be Raised by Tax Levy	87,768
TOTAL FROM ALL SOURCES	\$195,619

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	28,333
Interest on Bonds	34,629
Paying Agent Fees	0
Transfers Out	0
Other Services & Charges	0
Total Expenditures	\$62,962
Cash balance at End of Year	132,657
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$195,619

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

CITY BOND & INTEREST
FUND (DEBT SERVICE FUND):

REVENUES & BEG. CASH:

County-Shared Revenues	\$0
Interest	67,000
Non-Revenue receipts	0
Transfers-In	0
Total From All Sources	
Other Than taxation	67,000
Beginning Cash and	
Investment Balance	7,747,397
Amount to be Raised by Tax Levy	2,115,000
TOTAL FROM ALL SOURCES	\$9,929,397

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	1,737,254
Interest on Bonds	2,048,728
Other Services & Charges	32,000
Transfers	0
Paying Agent Fees	20,000
Total Expenditures	\$3,837,982
Cash balance at End of Year	6,091,415
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$9,929,397

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

FINES & FORFEITURES FUND:

REVENUES & BEG. CASH:

State grants	
Charges for Services	0
Fines & Forfeits	0
Miscellaneous	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	0
Beginning Cash and	
Investment Balance	230,798
TOTAL FROM ALL SOURCES	\$230,798

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	0
Supplies & Expenses	50,757
Other services & Charges	17,000
Capital Outlays	163,041
Transfers Out	0
Total Expenditures	\$230,798
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$230,798

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

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

REVENUES & BEG. CASH:

Interest	\$0
Transfers In	\$0
County-Shared Revenues	144,695
Total From All Sources	
Other Than taxation	144,695
Beginning Cash and	
Investment Balance	291,061
Amount to be Raised by Tax Levy	133,565
TOTAL FROM ALL SOURCES	\$569,321

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	160,000
Interest on Bonds	81,967
Other Services & Charges	2,000
Total Expenditures	\$243,967
Cash balance at End of Year	325,354
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$569,321

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

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

REVENUES & BEG. CASH:

Interest	\$0
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	0
Beginning Cash and	
Investment Balance	202,188
Amount to be Raised by Tax Levy	200,000
TOTAL FROM ALL SOURCES	\$402,188

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	140,000
Interest on Bonds	52,935
Other Services & Charges	2,500
Transfers to Other Funds	0
Total Expenditures	\$195,435
Cash balance at End of Year	206,753
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$402,188

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

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

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$168,866
Transfer From Other Funds	
Total From All Sources	
Other Than taxation	168,866
Beginning Cash and	
Investment Balance	195,825
Amount to be Raised by Tax Levy	400,000
TOTAL FROM ALL SOURCES	\$764,691

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	490,000
Interest on Bonds	61,750
Other Services & Charges	5,000
Total Expenditures	\$556,750
Cash balance at End of Year	207,941
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$764,691

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 202

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

REVENUES & BEG. CASH:

Interest	\$600
County Shared Revenue	\$0
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	600
Beginning Cash and	
Investment Balance	73,373
Amount to be Raised by Tax Levy	58,000
TOTAL FROM ALL SOURCES	\$131,973

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	50,000
Interest on Bonds	6,000
Other Services & Charges	1,000
Total Expenditures	\$57,000
Cash balance at End of Year	74,973
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$131,973

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

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

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$31,238
Transfer From Other Funds	
Total From All Sources	
Other Than taxation	31,238
Beginning Cash and	
Investment Balance	32,992
Amount to be Raised by Tax Levy	25,088
TOTAL FROM ALL SOURCES	\$89,318

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	85,000
Interest on Bonds	2,125
Other Services & Charges	2,000
Total Expenditures	\$89,125
Cash balance at End of Year	193
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$89,318

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

2016 TIF BOND AND INTEREST
FUND (Whispering Pines):

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$234,249
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	234,249
Beginning Cash and	
Investment Balance	386,610
Amount to be Raised by Tax Levy	167,383
TOTAL FROM ALL SOURCES	\$788,242

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	175,000
Interest on Bonds	104,383
Other Services & Charges	2,000
Total Expenditures	\$281,383
Cash balance at End of Year	506,859
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$788,242

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

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

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$41,583
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	<u>41,583</u>
Beginning Cash and	
Investment Balance	53,740
Amount to be Raised by Tax Levy	<u>34,022</u>
TOTAL FROM ALL SOURCES	<u><u>\$129,345</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	49,000
Interest on Bonds	26,605
Other Services & Charges	<u>0</u>
Total Expenditures	<u>\$75,605</u>
Cash balance at End of Year	<u>53,740</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$129,345</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

AIRPORT IMPROVEMENT
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Federal Grants	\$761,259
State Shared Revenues	99,671
Miscellaneous	42,000
Transfers In	250,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	1,152,930
Beginning Cash and	
Investment Balance	(261,594)
TOTAL FROM ALL SOURCES	\$891,336

EXPENDITURES & ENDING CASH:

Public Services:	
Other services & Charges	48,826
Capital Outlays	842,510
Total Expenditures	\$891,336
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$891,336

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

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

REVENUES & BEG. CASH:

Interest	
County Shared Revenue	\$29,806
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	29,806
Beginning Cash and	
Investment Balance	123,954
Amount to be Raised by Tax Levy	90,457
TOTAL FROM ALL SOURCES	\$244,217

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	67,000
Interest on Bonds	52,223
Other Services & Charges	2,000
Total Expenditures	\$121,223
Cash balance at End of Year	122,994
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$244,217

CITY OF HATTIESBURG, MISSISSIPPI
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BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

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

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$12,837
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	12,837
Beginning Cash and	
Investment Balance	11,087
Amount to be Raised by Tax Levy	10,503
TOTAL FROM ALL SOURCES	\$34,427

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	11,000
Interest on Bonds	8,993
Paying Agent Fees	2,000
Other Services & Charges	20
Total Expenditures	\$22,013
Cash balance at End of Year	12,414
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$34,427

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

SERIES 2019 TIF BOND & INT
FUND (ELAM ARMS):

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$166,026
Transfer From Other Funds	66,526
Total From All Sources	
Other Than taxation	232,552
Beginning Cash and	
Investment Balance	631,938
Amount to be Raised by Tax Levy	136,001
TOTAL FROM ALL SOURCES	\$1,000,491

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	159,000
Interest on Bonds	124,157
Other Services & Charges	2,500
Total Expenditures	\$285,657
Cash balance at End of Year	714,834
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,000,491

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

MUNICIPAL ROAD & BRIDGE
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$2,062,275
State Grants	2,471,611
County Shared Revenues	1,816,670
Miscellaneous	0
Transfers In	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	6,350,556
Beginning Cash and	
Investment Balance	1,376,198
TOTAL FROM ALL SOURCES	\$7,726,754

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	0
Other services & Charges	1,775,432
Capital Outlays	5,951,055
Principal Payments	0
Interest Payments	0
Total Expenditures	\$7,726,487
Cash balance at End of Year	267
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$7,726,754

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal year Ending September 30, 2021

**MASS TRANSIT OPERATING
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$3,569,610
State Grants	\$0
Miscellaneous	150,500
Transfers-In	300,000
Non-Revenue Reciepts	0
Total From All Sources	
Other Than taxation	4,020,110
Beginning Cash and	
Investment Balance	119,665
Amount to be Raised by Tax Levy	227,000
TOTAL FROM ALL SOURCES	\$4,366,775

EXPENDITURES & ENDING CASH:

Personnel	1,270,254
Supplies & Expenses	236,410
Other services & Charges	560,400
Capital Outlays	2,059,364
Total Expenditures	\$4,126,428
Cash balance at End of Year	240,347
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$4,366,775

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal year Ending September 30, 2021

WATER & SEWER CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$0
Miscellaneous	85,000
Transfers-In	4,091,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	4,176,000
Beginning Cash and	
Investment Balance	3,685,499
TOTAL FROM ALL SOURCES	\$7,861,499

EXPENDITURES & ENDING CASH:

Other services & Charges	\$540,110
Capital Outlays	6,585,577
Transfers	0
Total Expenditures	7,125,687
Cash balance at End of Year	735,812
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$7,861,499

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

COMMUNITY CENTERS
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Charges for services:	
Culture & Recreation	\$30,000
Miscellaneous	3,000
Transfers-In	650,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	683,000
Beginning Cash and	
Investment Balance	234,498
TOTAL FROM ALL SOURCES	\$917,498

EXPENDITURES & ENDING CASH:

Personnel	612,905
Supplies & Expenses	38,750
Other services & Charges	176,910
Capital Outlays	64,756
Total Expenditures	\$893,321
Cash balance at End of Year	24,177
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$917,498

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

COMMUNITY DEVELOPMENT BLOCK GRANT
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Federal Grants	\$2,544,987
Miscellaneous	\$0
Transfers In	<u>35,795</u>
Total From All Sources	
Other Than taxation	<u>2,580,782</u>
Beginning Cash and	
Investment Balance	<u>(138,899)</u>
TOTAL FROM ALL SOURCES	<u><u>\$2,441,883</u></u>

EXPENDITURES & ENDING CASH:

Personnel	239,430
Supplies & Expenses	8,200
Other services & Charges	240,580
Capital Outlays	1,895,457
Transfers	<u>0</u>
Total Expenditures	<u>\$2,383,667</u>
Cash balance at End of Year	<u>58,216</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$2,441,883</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

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

REVENUES & BEG. CASH:

Intergovernmental Revenues:

Federal Grants 120,000

State Grants

State Shared Revenues 2,798,000

Interest Earnings

Total Revenues 2,918,000

Beginning Cash and

Investment Balance 1,078,415

TOTAL FROM ALL SOURCES \$3,996,415

EXPENDITURES & ENDING CASH:

Personal Services 40,020

Other services & Charges 1,399,000

Capital Outlays 2,557,395

Transfers to Other Funds 0

Total Expenditures \$3,996,415

Cash balance at End of Year 0

**TOTAL EXPENDITURES AND
ENDING CASH BALANCE \$3,996,415**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

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

REVENUES & BEG. CASH:

Proceeds from Bond Issue	0
Bond Premium	0
Transfers	0
Interest Earnings	
Total Revenues	<u>0</u>
Beginning Cash and Investment Balance	<u>31,812,390</u>
TOTAL FROM ALL SOURCES	<u><u>\$31,812,390</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	31,812,390
Transfers to Other Funds	0
Total Expenditures	<u>\$31,812,390</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$31,812,390</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

TIF Construction Fund:

REVENUES & BEG. CASH:

Proceeds from Bond Issue	\$0
Interest Earnings	0
Total Revenues	<u>0</u>
Beginning Cash and Investment Balance	<u>814</u>
TOTAL FROM ALL SOURCES	<u><u>\$814</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	0
Transfers to Other Funds	<u>814</u>
Total Expenditures	<u>\$814</u>
Cash Balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$814</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

SERIES 2016 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	0
Proceeds from Revenue Bond Issue	\$0
Total Revenues	<u>0</u>
Beginning Cash and	
Investment Balance	<u>4,094,862</u>
TOTAL FROM ALL SOURCES	<u><u>\$4,094,862</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	184,610
Capital Outlays	3,910,252
Transfers Out	
Total Expenditures	<u>\$4,094,862</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$4,094,862</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

SERIES 2012 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	0
Proceeds from Revenue Bond Issue	
Total Revenues	<u>0</u>
Beginning Cash and	
Investment Balance	<u>64</u>
TOTAL FROM ALL SOURCES	<u><u>\$64</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	
Capital Outlays	0
Transfers Out	<u>64</u>
Total Expenditures	<u>\$64</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$64</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

2019 FIRE STATION
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	\$0
Grant Revenues - State of MS	0
Transfers In	0
Note Proceeds	2,922,903
Proceeds from General Obligation Bond Issue	0
Total Revenues	<u>2,922,903</u>
Beginning Cash and	
Investment Balance	0
TOTAL FROM ALL SOURCES	<u><u>\$2,922,903</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	2,922,903
Transfers Out	0
Total Expenditures	<u>\$2,922,903</u>
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$2,922,903</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

INFRASTRUCTURE IMPROVEMENTS - INTERNET SALES TAX FUND:

REVENUES & BEG. CASH:

Intergovernmental Revenue	\$970,000
Transfers In	0
Miscellaneous	0
Non-Revenue Receipts	
Total Revenues	<u>970,000</u>
Beginning Cash and	
Investment Balance	<u>156,091</u>
TOTAL FROM ALL SOURCES	<u><u>\$1,126,091</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Transfers Out	0
Capital Outlays	<u>1,126,091</u>
Total Expenditures	<u>\$1,126,091</u>
Cash Balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$1,126,091</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

KAMPER PARK ZOO CAPITAL
IMPROVEMENTS FUND:

REVENUES & BEG. CASH:

State Grants	\$0
Miscellaneous	0
Charges for Services	0
Transfers-In from Other Funds	0
Non-Revenue Receipts	0
Total Revenues	<u>0</u>
Beginning Cash and	
Investment Balance	<u>2,317</u>
TOTAL FROM ALL SOURCES	<u><u>\$2,317</u></u>

EXPENDITURES & ENDING CASH:

Supplies	0
Other services & Charges	0
Capital Outlays	<u>2,317</u>
Total Expenditures	<u>\$2,317</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$2,317</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

SERIES 2013 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	0
Proceeds from Revenue Bond Issue	\$0
Total Revenues	<u>0</u>
Beginning Cash and Investment Balance	<u>571</u>
TOTAL FROM ALL SOURCES	<u><u>\$571</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	0
Transfers Out	<u>571</u>
Total Expenditures	<u>\$571</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$571</u></u>



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 3, 2020

Re: Adopt a Resolution authorizing Requisition No. 74 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.
File Number: 2020-778
Minute Book #

Summary

Adopt a Resolution authorizing Requisition No. 74 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 3, 2020 City Council meeting for consideration.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 74 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **74** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$384,538.10** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **74** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Three Hundred Eighty-Four Thousand Five Hundred Thirty-Eight and 10/100 dollars (\$384,538.10)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **3rd** day of **November, 2020**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **3rd** day of **November, 2020**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

CITY OF HATTIESBURG, MISSISSIPPI

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

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 74 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

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ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **3rd** day of **November, 2020**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **3rd** day of **November, 2020**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: 74

DATE OF REQUISITION: 11/3/2020

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Suncoast Infrastructure Inc. P O Box 397 1858 Hwy 49 South Florence, MS 39073	093695.7220.75	237,762.10	Pay Est No. 12	CIPP Project Period: 06/29/20-07/27/20 MB 2019-20
2	Suncoast Infrastructure Inc. P O Box 397 1858 Hwy 49 South Florence, MS 39073	093695.7220.75	72,838.00	Pay Est No. 13	CIPP Project Period: 07/27/20-08/30/20 MB 2019-20
3	Suncoast Infrastructure Inc. P O Box 397 1858 Hwy 49 South Florence, MS 39073	093695.7220.75	54,413.00	Pay Est No. 14	CIPP Project Period: 08/31/20-9/27/30 MB 2019-20
4	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.13	2,347.50	21710	Katie Ave & Arledge St Infrastructure Period: 09/27/20 - 10/17/20 MB 2018-25 SDW #11258
5	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.75	5,387.50	21695	CIPP Project Period: 09/27/20 - 10/17/20 MB 2011-4/89-110 SDW #11256
6	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.74	11,790.00	21697	Sewer Improvements Ph XII Period: 09/27/20 - 10/17/20 MB 2011-4/89-110 SDW #1273-S012

384,538.10

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: S19015-12

To Customer: CITY OF HATTIESBURG
P.O. BOX 1898
HATTIESBURG, MS 39403

From Contractor: Suncoast Infrastructure, Inc.
P.O. Box 397
1858 Hwy 49 South
Florence, MS 39073

Application Date: 8/5/2020

Project: S19015- CIPP Sewer Repair-Various
Locations, Hattiesburg, MS

Owner: Hattiesburg (City of) MS
P.O. Box 1898
Hattiesburg, MS 39403

Via Engineer: Shows Dearman & Waits
301 Second Avenue
Hattiesburg, MS 39401

External Contract No. N/A

Contract Date: 1/11/2019

Application No. : JB App #12

Period From: 6/29/2020

Period To: 7/27/2020

Distribution to :
☐ Owner
☐ Engineer
☐ Contractor
☐
☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	\$3,559,581.00
2. Net Change By Change Order	\$488,213.45
3. Contract Sum To Date	\$4,047,794.45
4. Work Completed To Date	\$2,709,930.35
5. Stored Materials Inventory	\$0.00
6. Total Completed and Stored To Date	\$2,709,930.35
7. Retainage	
a. Maximum Retainage is in effect.	
b. Securities are furnished in lieu of Retainage.	\$90,000.00
c. Retainage on Work Completed to Date 2.50 %	\$67,748.26
d. Retainage on Stored Materials Inventory 0.00 %	\$0.00
e. Total Calculated Retainage	\$67,748.26
f. Total Retainage To Be Withheld	\$0.00
8. Total Earned Less Retainage	\$2,709,930.35
9. Less Previous Certificates For Payments	\$2,472,168.25
10. Current Payment Due	\$237,762.10
11. Balance to Finish, Plus Retainage.	\$1,337,864.10

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$196,295.25	\$0.00
Total Approved this Month	\$291,918.20	\$0.00
TOTALS	\$488,213.45	\$0.00
Net Changes By Change Order	\$488,213.45	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Suncoast Infrastructure, Inc.

By: John Laury Date: 8/5/2020
State of: Mississippi County of: Rankin
Subscribed and sworn to before me this 5th day of August 2020
Notary Public: Jennifer Lageter
My Commission expires: April 29, 2023



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 237,762.10

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on th Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:

By: [Signature] Date: 10-12-2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #12

Application Date : 08/05/20

Period From: 06/29/20

Period To: 07/27/20

Invoice # : S19015-12

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

External Contract No.:

A B C D E F						G H		I J		K L M N O P					
CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
1-1	8" CIPP	LF	4,647.00	\$30.00	\$139,410.00	3,601.00	\$108,030.00	0.00	\$0.00	3,601.00	\$108,030.00	\$0.00	\$108,030.00	77.49%	\$31,380.00
1-2	10" CIPP	LF	200.00	\$31.00	\$6,200.00	314.00	\$9,734.00	0.00	\$0.00	314.00	\$9,734.00	\$0.00	\$9,734.00	157.00%	\$-3,534.00
1-3	CIPP Service Lateral	LF	2,420.00	\$152.00	\$367,840.00	1,902.00	\$289,104.00	0.00	\$0.00	1,902.00	\$289,104.00	\$0.00	\$289,104.00	78.60%	\$78,736.00
1-4	Remove and Replace Service Lateral	LF	810.00	\$40.00	\$32,400.00	1,023.60	\$40,944.00	0.00	\$0.00	1,023.60	\$40,944.00	\$0.00	\$40,944.00	126.37%	\$-8,544.00
1-5	Cleanout Assembly (As Detailed)	EA	33.00	\$420.00	\$13,860.00	117.00	\$49,140.00	0.00	\$0.00	117.00	\$49,140.00	\$0.00	\$49,140.00	354.55%	\$-35,280.00
1-6	Point Repair (8' - 30' Depth)	EA	3.00	\$14,660.00	\$43,980.00	3.00	\$43,980.00	0.00	\$0.00	3.00	\$43,980.00	\$0.00	\$43,980.00	100.00%	\$0.00
1-7	Manhole Rehabilitation	VF	271.00	\$235.00	\$63,685.00	162.00	\$38,070.00	20.50	\$4,817.50	182.50	\$42,887.50	\$0.00	\$42,887.50	67.34%	\$20,797.50
1-8	Concrete Road Repair	SY	183.00	\$78.00	\$14,274.00	184.40	\$14,383.20	0.00	\$0.00	184.40	\$14,383.20	\$0.00	\$14,383.20	100.77%	\$-109.20
1-9	Asphalt Road Repair	SY	549.00	\$82.00	\$45,018.00	293.30	\$24,050.60	0.00	\$0.00	293.30	\$24,050.60	\$0.00	\$24,050.60	53.42%	\$20,967.40
1-10	Maintenance of Traffic	LS	1.00	\$0.00	\$10,850.00	1.00	\$10,850.00	0.00	\$0.00	1.00	\$10,850.00	\$0.00	\$10,850.00	100.00%	\$0.00
1-11	Mobilization	LS	1.00	\$0.00	\$74,750.00	1.00	\$74,750.00	0.00	\$0.00	1.00	\$74,750.00	\$0.00	\$74,750.00	100.00%	\$0.00
1-12	Temporary Erosion Control	LS	1.00	\$0.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
1-13	Landscape Restoration	SF	4,050.00	\$0.60	\$2,430.00	1,250.00	\$750.00	0.00	\$0.00	1,250.00	\$750.00	\$0.00	\$750.00	30.86%	\$1,680.00
1-14	CCTV Service Lateral	LF	3,230.00	\$10.50	\$33,915.00	3,240.00	\$34,020.00	0.00	\$0.00	3,240.00	\$34,020.00	\$0.00	\$34,020.00	100.31%	\$-105.00
2-1	8" CIPP	LF	1,938.00	\$30.00	\$58,140.00	1,001.00	\$30,030.00	0.00	\$0.00	1,001.00	\$30,030.00	\$0.00	\$30,030.00	51.65%	\$28,110.00
2-2	10" CIPP	LF	726.00	\$31.00	\$22,506.00	530.00	\$16,430.00	0.00	\$0.00	530.00	\$16,430.00	\$0.00	\$16,430.00	73.00%	\$6,076.00
2-3	CIPP Service Lateral	LF	338.00	\$105.00	\$35,490.00	145.00	\$15,225.00	0.00	\$0.00	145.00	\$15,225.00	\$0.00	\$15,225.00	42.90%	\$20,265.00
2-4	Remove and Replace Service Lateral	LF	113.00	\$40.00	\$4,520.00	421.00	\$16,840.00	0.00	\$0.00	421.00	\$16,840.00	\$0.00	\$16,840.00	372.57%	\$-12,320.00
2-5	Cleanout Assembly (As Detailed)	EA	5.00	\$420.00	\$2,100.00	32.00	\$13,440.00	0.00	\$0.00	32.00	\$13,440.00	\$0.00	\$13,440.00	640.00%	\$-11,340.00
2-6	Point Repair (8' - 30' Depth)	EA	0.00	\$14,660.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2-7	Protruding Tap to be removed (8' - 30' Depth)	EA	1.00	\$14,660.00	\$14,660.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,660.00
2-8	Manhole Rehabilitation	VF	90.80	\$235.00	\$21,338.00	84.60	\$19,881.00	0.00	\$0.00	84.60	\$19,881.00	\$0.00	\$19,881.00	93.17%	\$1,457.00
2-9	Concrete Road Repair	SY	77.00	\$78.00	\$6,006.00	2.00	\$156.00	0.00	\$0.00	2.00	\$156.00	\$0.00	\$156.00	2.60%	\$5,850.00
2-10	Asphalt Road Repair	SY	285.00	\$82.00	\$23,370.00	59.00	\$4,838.00	0.00	\$0.00	59.00	\$4,838.00	\$0.00	\$4,838.00	20.70%	\$18,532.00
2-11	Temporary Erosion Control	LS	1.00	\$0.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
2-12	Maintenance of Traffic	LS	1.00	\$0.00	\$10,850.00	0.75	\$8,137.50	0.00	\$0.00	0.75	\$8,137.50	\$0.00	\$8,137.50	75.00%	\$2,712.50
2-13	Mobilization	LS	1.00	\$0.00	\$14,200.00	0.75	\$10,650.00	0.00	\$0.00	0.75	\$10,650.00	\$0.00	\$10,650.00	75.00%	\$3,550.00
2-14	Landscape Restoration	SF	565.00	\$0.60	\$339.00	1,445.00	\$867.00	0.00	\$0.00	1,445.00	\$867.00	\$0.00	\$867.00	255.75%	\$-528.00
2-15	CCTV Service Lateral	LF	451.00	\$8.50	\$3,833.50	260.00	\$2,210.00	0.00	\$0.00	260.00	\$2,210.00	\$0.00	\$2,210.00	57.65%	\$1,623.50
3-1	8" CIPP	LF	1,832.00	\$30.00	\$54,960.00	1,833.00	\$54,990.00	0.00	\$0.00	1,833.00	\$54,990.00	\$0.00	\$54,990.00	100.05%	\$-30.00
3-2	CIPP Service Lateral	LF	1,090.00	\$152.00	\$165,680.00	504.00	\$76,608.00	0.00	\$0.00	504.00	\$76,608.00	\$0.00	\$76,608.00	46.24%	\$89,072.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #12

Application Date : 08/05/20

Period From: 06/29/20

Period To: 07/27/20

External Contract No.:

Invoice # : S19015-12

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
3-3	Remove and Replace Service Lateral	LF	363.00	\$40.00	\$14,520.00	409.00	\$16,360.00	0.00	\$0.00	409.00	\$16,360.00	\$0.00	\$16,360.00	112.67%	\$-1,840.00
3-4	Cleanout Assembly (As Detailed)	EA	15.00	\$420.00	\$6,300.00	40.00	\$16,800.00	0.00	\$0.00	40.00	\$16,800.00	\$0.00	\$16,800.00	266.67%	\$-10,500.00
3-5	Point Repair (8' - 30' Depth)	EA	0.00	\$14,660.00	\$0.00	5.00	\$73,300.00	0.00	\$0.00	5.00	\$73,300.00	\$0.00	\$73,300.00	0.00%	\$-73,300.00
3-6	Manhole Rehabilitation	VF	52.90	\$235.00	\$12,431.50	51.50	\$12,102.50	0.00	\$0.00	51.50	\$12,102.50	\$0.00	\$12,102.50	97.35%	\$329.00
3-7	Concrete Road Repair	SY	91.00	\$78.00	\$7,098.00	55.00	\$4,290.00	0.00	\$0.00	55.00	\$4,290.00	\$0.00	\$4,290.00	60.44%	\$2,808.00
3-8	Asphalt Road Repair	SY	274.00	\$82.00	\$22,468.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,468.00
3-9	Temporary Erosion Control	LS	1.00	\$0.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
3-10	Maintenance of Traffic	LS	1.00	\$0.00	\$14,300.00	0.75	\$10,725.00	0.00	\$0.00	0.75	\$10,725.00	\$0.00	\$10,725.00	75.00%	\$3,575.00
3-11	Mobilization	LS	1.00	\$0.00	\$14,200.00	0.75	\$10,650.00	0.00	\$0.00	0.75	\$10,650.00	\$0.00	\$10,650.00	75.00%	\$3,550.00
3-12	Landscape Restoration	SF	1,815.00	\$0.60	\$1,089.00	4,151.00	\$2,490.60	0.00	\$0.00	4,151.00	\$2,490.60	\$0.00	\$2,490.60	228.71%	\$-1,401.60
3-13	CCTV Service Lateral	LF	1,453.00	\$10.50	\$15,256.50	1,640.00	\$17,220.00	0.00	\$0.00	1,640.00	\$17,220.00	\$0.00	\$17,220.00	112.87%	\$-1,963.50
4-1	8" CIPP	LF	5,871.00	\$30.00	\$176,130.00	4,816.00	\$144,480.00	407.00	\$12,210.00	5,223.00	\$156,690.00	\$0.00	\$156,690.00	88.96%	\$19,440.00
4-2	12" CIPP	LF	2,225.00	\$32.00	\$71,200.00	2,038.00	\$65,216.00	0.00	\$0.00	2,038.00	\$65,216.00	\$0.00	\$65,216.00	91.60%	\$5,984.00
4-3	CIPP Service Lateral	LF	675.00	\$105.00	\$70,875.00	179.00	\$18,795.00	0.00	\$0.00	179.00	\$18,795.00	\$0.00	\$18,795.00	26.52%	\$52,080.00
4-4	Remove and Replace Service Lateral	LF	225.00	\$40.00	\$9,000.00	283.00	\$11,320.00	18.00	\$720.00	301.00	\$12,040.00	\$0.00	\$12,040.00	133.78%	\$-3,040.00
4-5	Cleanout Assembly (As Detailed)	EA	9.00	\$420.00	\$3,780.00	15.00	\$6,300.00	0.00	\$0.00	15.00	\$6,300.00	\$0.00	\$6,300.00	166.67%	\$-2,520.00
4-6	Point Repair (8' - 30' Depth)	EA	10.00	\$14,660.00	\$146,600.00	22.00	\$322,520.00	2.00	\$29,320.00	24.00	\$351,840.00	\$0.00	\$351,840.00	240.00%	\$-205,240.00
4-7	Manhole Rehabilitation	VF	307.00	\$235.00	\$72,145.00	156.50	\$36,777.50	125.80	\$29,563.00	282.30	\$66,340.50	\$0.00	\$66,340.50	91.95%	\$5,804.50
4-8	Concrete Road Repair	SY	144.00	\$78.00	\$11,232.00	92.70	\$7,230.60	0.00	\$0.00	92.70	\$7,230.60	\$0.00	\$7,230.60	64.38%	\$4,001.40
4-9	Asphalt Road Repair	SY	485.00	\$82.00	\$39,770.00	117.40	\$9,626.80	0.00	\$0.00	117.40	\$9,626.80	\$0.00	\$9,626.80	24.21%	\$30,143.20
4-10	Temporary Erosion Control	LS	1.00	\$0.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
4-11	Maintenance of Traffic	LS	1.00	\$0.00	\$5,850.00	0.75	\$4,387.50	0.00	\$0.00	0.75	\$4,387.50	\$0.00	\$4,387.50	75.00%	\$1,462.50
4-12	Mobilization	LS	1.00	\$0.00	\$9,200.00	0.75	\$6,900.00	0.00	\$0.00	0.75	\$6,900.00	\$0.00	\$6,900.00	75.00%	\$2,300.00
4-13	Landscape Restoration	SF	1,125.00	\$0.60	\$675.00	2,105.00	\$1,263.00	0.00	\$0.00	2,105.00	\$1,263.00	\$0.00	\$1,263.00	187.11%	\$-588.00
4-14	CCTV Service Lateral	LF	900.00	\$8.00	\$7,200.00	787.00	\$6,296.00	0.00	\$0.00	787.00	\$6,296.00	\$0.00	\$6,296.00	87.44%	\$904.00
5-1	CIPP Service Lateral	LF	1,388.00	\$105.00	\$145,740.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$145,740.00
5-2	Remove and Replace Service Lateral	LF	463.00	\$40.00	\$18,520.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,520.00
5-3	Cleanout Assembly (As Detailed)	EA	19.00	\$420.00	\$7,980.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,980.00
5-4	Hardy St Road Repair	SY	815.00	\$195.00	\$158,925.00	99.00	\$19,305.00	0.00	\$0.00	99.00	\$19,305.00	\$0.00	\$19,305.00	12.15%	\$139,620.00
5-5	Temporary Erosion Control	LS	1.00	\$0.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
5-6	Maintenance of Traffic	LS	1.00	\$0.00	\$30,850.00	0.75	\$23,137.50	0.00	\$0.00	0.75	\$23,137.50	\$0.00	\$23,137.50	75.00%	\$7,712.50
5-7	Mobilization	LS	1.00	\$0.00	\$17,500.00	0.75	\$13,125.00	0.00	\$0.00	0.75	\$13,125.00	\$0.00	\$13,125.00	75.00%	\$4,375.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #12

Application Date : 08/05/20

Period From: 06/29/20

Period To: 07/27/20

External Contract No.:

Invoice # : S19015-12

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
5-8	Landscape Restoration	SF	2,315.00	\$0.60	\$1,389.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,389.00
5-9	CCTV Service Lateral	LF	1,851.00	\$8.50	\$15,733.50	1,084.00	\$9,214.00	0.00	\$0.00	1,084.00	\$9,214.00	\$0.00	\$9,214.00	58.56%	\$6,519.50
6-1	8" CIPP	LF	767.00	\$30.00	\$23,010.00	767.00	\$23,010.00	0.00	\$0.00	767.00	\$23,010.00	\$0.00	\$23,010.00	100.00%	\$0.00
6-2	12" CIPP	LF	198.00	\$32.00	\$6,336.00	198.00	\$6,336.00	0.00	\$0.00	198.00	\$6,336.00	\$0.00	\$6,336.00	100.00%	\$0.00
6-3	CIPP Service Lateral	LF	132.00	\$155.00	\$20,460.00	247.00	\$38,285.00	0.00	\$0.00	247.00	\$38,285.00	\$0.00	\$38,285.00	187.12%	\$-17,825.00
6-4	Remove and Replace Service Lateral	LF	44.00	\$40.00	\$1,760.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,760.00
6-5	Cleanout Assembly (As Detailed)	EA	2.00	\$420.00	\$840.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$840.00
6-6	Manhole Rehabilitation	VF	48.00	\$235.00	\$11,280.00	34.80	\$8,178.00	0.00	\$0.00	34.80	\$8,178.00	\$0.00	\$8,178.00	72.50%	\$3,102.00
6-7	Concrete Road Repair	SY	17.00	\$78.00	\$1,326.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,326.00
6-8	Asphalt Road Repair	SY	50.00	\$82.00	\$4,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,100.00
6-9	Temporary Erosion Control	LS	1.00	\$0.00	\$800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$800.00
6-10	Maintenance of Traffic	LS	1.00	\$0.00	\$5,850.00	0.50	\$2,925.00	0.00	\$0.00	0.50	\$2,925.00	\$0.00	\$2,925.00	50.00%	\$2,925.00
6-11	Mobilization	LS	1.00	\$0.00	\$17,500.00	0.50	\$8,750.00	0.00	\$0.00	0.50	\$8,750.00	\$0.00	\$8,750.00	50.00%	\$8,750.00
6-12	Landscape Restoration	SF	220.00	\$0.60	\$132.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$132.00
6-13	CCTV Service Lateral	LF	176.00	\$10.50	\$1,848.00	173.00	\$1,816.50	0.00	\$0.00	173.00	\$1,816.50	\$0.00	\$1,816.50	98.30%	\$31.50
7-1	8" CIPP	LF	1,814.00	\$30.00	\$54,420.00	1,723.00	\$51,690.00	0.00	\$0.00	1,723.00	\$51,690.00	\$0.00	\$51,690.00	94.98%	\$2,730.00
7-2	10" CIPP	LF	1,926.00	\$31.00	\$59,706.00	2,203.00	\$68,293.00	0.00	\$0.00	2,203.00	\$68,293.00	\$0.00	\$68,293.00	114.38%	\$-8,587.00
7-3	CIPP Service Lateral	LF	770.00	\$105.00	\$80,850.00	523.00	\$54,915.00	0.00	\$0.00	523.00	\$54,915.00	\$0.00	\$54,915.00	67.92%	\$25,935.00
7-4	Remove and Replace Service Lateral	LF	257.00	\$40.00	\$10,280.00	159.00	\$6,360.00	0.00	\$0.00	159.00	\$6,360.00	\$0.00	\$6,360.00	61.87%	\$3,920.00
7-5	Cleanout Assembly (As Detailed)	EA	11.00	\$420.00	\$4,620.00	14.00	\$5,880.00	0.00	\$0.00	14.00	\$5,880.00	\$0.00	\$5,880.00	127.27%	\$-1,260.00
7-6	Manhole Rehabilitation	VF	207.00	\$235.00	\$48,645.00	0.00	\$0.00	132.50	\$31,137.50	132.50	\$31,137.50	\$0.00	\$31,137.50	64.01%	\$17,507.50
7-7	Concrete Road Repair	SY	68.00	\$78.00	\$5,304.00	31.00	\$2,418.00	0.00	\$0.00	31.00	\$2,418.00	\$0.00	\$2,418.00	45.59%	\$2,886.00
7-8	Asphalt Road Repair	SY	203.00	\$82.00	\$16,646.00	133.80	\$10,971.60	0.00	\$0.00	133.80	\$10,971.60	\$0.00	\$10,971.60	65.91%	\$5,674.40
7-9	Temporary Erosion Control	LS	1.00	\$0.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
7-10	Maintenance of Traffic	LS	1.00	\$0.00	\$5,850.00	0.75	\$4,387.50	0.00	\$0.00	0.75	\$4,387.50	\$0.00	\$4,387.50	75.00%	\$1,462.50
7-11	Mobilization	LS	1.00	\$0.00	\$17,500.00	0.75	\$13,125.00	0.00	\$0.00	0.75	\$13,125.00	\$0.00	\$13,125.00	75.00%	\$4,375.00
7-12	Landscape Restoration	SF	1,285.00	\$0.60	\$771.00	105.00	\$63.00	0.00	\$0.00	105.00	\$63.00	\$0.00	\$63.00	8.17%	\$708.00
7-13	CCTV Service Lateral	LF	1,027.00	\$8.50	\$8,729.50	979.00	\$8,321.50	0.00	\$0.00	979.00	\$8,321.50	\$0.00	\$8,321.50	95.33%	\$408.00
AA1-1	10" CIPP (1A)	LF	1,158.00	\$31.00	\$35,898.00	385.00	\$11,935.00	297.00	\$9,207.00	682.00	\$21,142.00	\$0.00	\$21,142.00	58.89%	\$14,756.00
AA1-2	Manhole Rehabilitation (1A)	VF	35.00	\$235.00	\$8,225.00	0.00	\$0.00	9.30	\$2,185.50	9.30	\$2,185.50	\$0.00	\$2,185.50	26.57%	\$6,039.50
AA1-3	8" CIPP (2A)	LF	0.00	\$30.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-4	Manhole Rehabilitation (2A)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #12

Application Date : 08/05/20

Period From: 06/29/20

Period To: 07/27/20

External Contract No.:

Invoice # : S19015-12

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
AA1-5	10" CIPP (3A)	LF	0.00	\$31.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-6	Manhole Rehabilitation (3A)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-7	8" CIPP (4A)	LF	0.00	\$30.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-8	Manhole Rehabilitation (4A)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-9	8" CIPP (5A)	LF	0.00	\$30.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-10	Manhole Rehabilitation (5A)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-11	8" CIPP (6A)	LF	1,660.00	\$30.00	\$49,800.00	1,952.00	\$58,560.00	0.00	\$0.00	1,952.00	\$58,560.00	\$0.00	\$58,560.00	117.59%	\$-8,760.00
AA1-12	Manhole Rehabilitation (6A)	VF	60.00	\$235.00	\$14,100.00	32.90	\$7,731.50	0.00	\$0.00	32.90	\$7,731.50	\$0.00	\$7,731.50	54.83%	\$6,368.50
AA1-13	18" CIPP (7A)	LF	848.00	\$95.00	\$80,560.00	850.00	\$80,750.00	0.00	\$0.00	850.00	\$80,750.00	\$0.00	\$80,750.00	100.24%	\$-190.00
AA1-14	Manhole Rehabilitation (7A)	VF	25.00	\$235.00	\$5,875.00	18.60	\$4,371.00	0.00	\$0.00	18.60	\$4,371.00	\$0.00	\$4,371.00	74.40%	\$1,504.00
AA1-15	Remove and Replace Service Lateral	LF	613.00	\$40.00	\$24,520.00	109.00	\$4,360.00	0.00	\$0.00	109.00	\$4,360.00	\$0.00	\$4,360.00	17.78%	\$20,160.00
AA1-16	CIPP Service Lateral	LF	1,837.00	\$105.00	\$192,885.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$192,885.00
AA1-17	Cleanout Assembly (As Detailed)	EA	25.00	\$420.00	\$10,500.00	9.00	\$3,780.00	0.00	\$0.00	9.00	\$3,780.00	\$0.00	\$3,780.00	36.00%	\$6,720.00
AA1-18	Point Repair (8' - 30' Depth)	EA	2.00	\$14,660.00	\$29,320.00	2.00	\$29,320.00	1.00	\$14,660.00	3.00	\$43,980.00	\$0.00	\$43,980.00	150.00%	\$-14,660.00
AA1-19	Concrete Road Repair	SY	240.00	\$78.00	\$18,720.00	3.00	\$234.00	0.00	\$0.00	3.00	\$234.00	\$0.00	\$234.00	1.25%	\$18,486.00
AA1-20	Asphalt Road Repair	SY	1,500.00	\$82.00	\$123,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$123,000.00
AA1-21	Maintenance of Traffic	LS	1.00	\$0.00	\$5,600.00	0.75	\$4,200.00	0.00	\$0.00	0.75	\$4,200.00	\$0.00	\$4,200.00	75.00%	\$1,400.00
AA1-22	Mobilization	LS	1.00	\$0.00	\$14,200.00	0.75	\$10,650.00	0.00	\$0.00	0.75	\$10,650.00	\$0.00	\$10,650.00	75.00%	\$3,550.00
AA1-23	Temporary Erosion Control	LS	1.00	\$0.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
AA1-24	Landscape Restoration	SF	3,065.00	\$0.60	\$1,839.00	394.00	\$236.40	0.00	\$0.00	394.00	\$236.40	\$0.00	\$236.40	12.85%	\$1,602.60
AA1-25	CCTV Service Lateral	LF	2,450.00	\$8.50	\$20,825.00	1,444.00	\$12,274.00	0.00	\$0.00	1,444.00	\$12,274.00	\$0.00	\$12,274.00	58.94%	\$8,551.00
1-15	48-in Precast Manhole (0'-6") (Site 1)	EA	1.00	\$5,900.00	\$5,900.00	1.00	\$5,900.00	0.00	\$0.00	1.00	\$5,900.00	\$0.00	\$5,900.00	100.00%	\$0.00
1-16	6-in CIPP (Site 1)	LF	858.00	\$34.00	\$29,172.00	866.00	\$29,444.00	0.00	\$0.00	866.00	\$29,444.00	\$0.00	\$29,444.00	100.93%	\$-272.00
1-17	External Reinstatement of Service (Site 1)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2-16	External Reinstatement of Service (Site 2)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
3-13A	External Reinstatement of Service (Site 3)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
4-15	48-in Precast Manhole (6'-8") (Site 4)	EA	1.00	\$7,304.00	\$7,304.00	0.00	\$0.00	1.00	\$7,304.00	1.00	\$7,304.00	\$0.00	\$7,304.00	100.00%	\$0.00
4-16	10-in CIPP (Site 4)	LF	114.00	\$31.00	\$3,534.00	114.00	\$3,534.00	0.00	\$0.00	114.00	\$3,534.00	\$0.00	\$3,534.00	100.00%	\$0.00
4-17	15-in CIPP (Site 4)	LF	31.00	\$87.00	\$2,697.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,697.00
4-18	External Reinstatement of Service (Site 4)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #12
Application Date : 08/05/20
Period From: 06/29/20
Period To: 07/27/20

Invoice # : S19015-12

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

External Contract No.:

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
5-10	Manhole Rehabilitation (Site 5)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	201.10	\$47,258.50	201.10	\$47,258.50	\$0.00	\$47,258.50	0.00%	\$-47,258.50
5-11	External Reinstatement of Service (Site 5)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
7-14	Point Repair (8-ft to 30-ft Depth) (Site 7)	EA	5.00	\$14,660.00	\$73,300.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$73,300.00
7-15	External Reinstatement of Service (Site 7)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-26	Point Repair (8-ft to 30-ft Depth) (Site 1A)	EA	2.00	\$14,660.00	\$29,320.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$29,320.00
AA1-27	External Reinstatement of Service (Site 1A)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-28	CCTV Mains (Site 2A)	LF	841.30	\$3.35	\$2,818.36	992.50	\$3,324.88	0.00	\$0.00	992.50	\$3,324.88	\$0.00	\$3,324.88	117.97%	\$-506.52
AA1-29	CCTV Mains (Site 3A)	LF	238.20	\$3.35	\$797.97	238.20	\$797.97	0.00	\$0.00	238.20	\$797.97	\$0.00	\$797.97	100.00%	\$0.00
AA1-30	CCTV Mains (Site 4A)	LF	415.60	\$3.35	\$1,392.26	436.40	\$1,461.94	0.00	\$0.00	436.40	\$1,461.94	\$0.00	\$1,461.94	105.00%	\$-69.68
AA1-31	CCTV Mains (Site 5A)	LF	429.30	\$3.35	\$1,438.16	429.30	\$1,438.16	0.00	\$0.00	429.30	\$1,438.16	\$0.00	\$1,438.16	100.00%	\$0.00
AA1-32	External Reinstatement of Service (Site 6A)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-33	External Reinstatement of Service (Site 7A)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
8-1	30-in CIPP	LF	245.00	\$320.00	\$78,400.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$78,400.00
8-2	Clean and CCTV 30-in	LF	245.00	\$18.00	\$4,410.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,410.00
8-3	Bypass (RR)	LS	1.00	\$0.00	\$20,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,100.00
8-4	Railroad Permit	LS	1.00	\$0.00	\$22,000.00	0.00	\$0.00	0.75	\$16,500.00	0.75	\$16,500.00	\$0.00	\$16,500.00	75.00%	\$5,500.00
8-5	Mobilization (RR)	LS	1.00	\$0.00	\$8,700.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,700.00
13-1	6-in CIPP	LF	434.00	\$45.00	\$19,530.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,530.00
13-2	8-in CIPP	LF	1,271.00	\$38.00	\$48,298.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$48,298.00
13-3	15-in CIPP	LF	278.00	\$87.00	\$24,186.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$24,186.00
13-4	CIPP Service Lateral	LF	75.00	\$250.00	\$18,750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,750.00
13-5	Cleanout Assembly (As Detailed)	EA	7.00	\$680.00	\$4,760.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,760.00
13-6a	Protruding Tap to be removed (8/E - 30/E Depth) (External)	EA	1.00	\$14,660.00	\$14,660.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,660.00
13-6b	Protruding Tap to be removed (8/E - 30/E Depth) (Internal)	EA	6.00	\$250.00	\$1,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00
13-7	Manhole Rehabilitation	VF	33.00	\$235.00	\$7,755.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,755.00
13-8	CCTV Service Lateral	LF	250.00	\$20.00	\$5,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00
13-9	Maintenance of Traffic	LS	1.00	\$1,650.00	\$1,650.00	0.00	\$0.00	0.00	\$825.00	0.00	\$825.00	\$0.00	\$825.00	50.00%	\$825.00
13-10	Mobilization	LS	1.00	\$10,500.00	\$10,500.00	0.00	\$0.00	0.00	\$5,250.00	0.00	\$5,250.00	\$0.00	\$5,250.00	50.00%	\$5,250.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #12

Application Date : 08/05/20

Period From: 06/29/20

Period To: 07/27/20

External Contract No.:

Invoice # : S19015-12

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
15-1	12-in CCTV	LF	612.00	\$3.35	\$2,050.20	0.00	\$0.00	626.00	\$2,097.10	626.00	\$2,097.10	\$0.00	\$2,097.10	102.29%	\$-46.90
15-2	12-in CIPP	LF	612.00	\$32.00	\$19,584.00	0.00	\$0.00	626.00	\$20,032.00	626.00	\$20,032.00	\$0.00	\$20,032.00	102.29%	\$-448.00
15-3	CIPP Service Lateral	LF	180.00	\$400.00	\$72,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$72,000.00
15-4	Cleanout Assembly (As Detailed)	EA	9.00	\$650.00	\$5,850.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,850.00
15-5a	Protruding Tap to be removed (8/E - 30/E Depth) (External)	EA	1.00	\$14,660.00	\$14,660.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,660.00
15-5b	Protruding Tap to be removed (8/E - 30/E Depth) (Internal)	EA	1.00	\$250.00	\$250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$250.00
15-6	Manhole Rehabilitation	VF	11.00	\$235.00	\$2,585.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,585.00
15-7	CCTV Service Lateral	LF	180.00	\$50.00	\$9,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,000.00
15-8	Maintenance of Traffic	LS	1.00	\$850.00	\$850.00	0.00	\$0.00	0.00	\$425.00	0.00	\$425.00	\$0.00	\$425.00	50.00%	\$425.00
15-9	Mobilization	LS	1.00	\$8,500.00	\$8,500.00	0.00	\$0.00	0.00	\$4,250.00	0.00	\$4,250.00	\$0.00	\$4,250.00	50.00%	\$4,250.00
Grand Totals					\$4,047,794.45		\$2,472,168.25		\$237,762.10		\$2,709,930.35	\$0.00	\$2,709,930.35	66.95%	\$1,337,864.10

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: S19015-13

To Customer: CITY OF HATTIESBURG
P.O. BOX 1898
HATTIESBURG, MS 39403

Project: S19015- CIPP Sewer Repair-Various
Locations, Hattiesburg, MS

Via Engineer: Shows Dearman & Waits
301 Second Avenue
Hattiesburg, MS 39401

Application No.: JB App #13
Period From: 7/27/2020
Period To: 8/30/2020

Distribution to :
☐ Owner
☐ Engineer
☐ Contractor
☐
☐

From Contractor: Suncoast Infrastructure, Inc.
P.O. Box 397
1858 Hwy 49 South
Florence, MS 39073

Owner: Hattiesburg (City of) MS
P.O. Box 1898
Hattiesburg, MS 39403

External Contract No. N/A
Contract Date: 1/11/2019

Application Date: 9/30/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	\$3,559,581.00
2. Net Change By Change Order	\$488,213.45
3. Contract Sum To Date	\$4,047,794.45
4. Work Completed To Date	\$2,782,768.35
5. Stored Materials Inventory	\$0.00
6. Total Completed and Stored To Date	\$2,782,768.35
7. Retainage	
a. Maximum Retainage is in effect.	
b. Securities are furnished in lieu of Retainage.	\$90,000.00
c. Retainage on Work Completed to Date 2.50 %	\$69,569.21
d. Retainage on Stored Materials Inventory 0.00 %	\$0.00
e. Total Calculated Retainage	\$69,569.21
f. Total Retainage To Be Withheld	\$0.00
8. Total Earned Less Retainage	\$2,782,768.35
9. Less Previous Certificates For Payments	\$2,709,930.35
10. Current Payment Due	\$72,838.00
11. Balance to Finish, Plus Retainage.	\$1,265,026.10

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$488,213.45	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$488,213.45	\$0.00
Net Changes By Change Order	\$488,213.45	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Suncoast Infrastructure, Inc.

By: John Causey Date: 9/30/2020

State of: Mississippi County of: Rankin

Subscribed and sworn to before me this 30th day of September 2020

Notary Public: Jennifer Lageter

My Commission expires: April 29, 2023



ENGINEER'S CERTIFICATE FOR PAYMENT
In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 72,838.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on th Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:

By: [Signature] Date: 10-12-2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #13
Application Date : 09/30/20
Period From: 07/27/20
Period To: 08/30/20

Invoice # : S19015-13

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

External Contract No.:

A B C D E F						G H		I J		K L M N O P					
CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
1-1	8" CIPP	LF	4,647.00	\$30.00	\$139,410.00	3,601.00	\$108,030.00	0.00	\$0.00	3,601.00	\$108,030.00	\$0.00	\$108,030.00	77.49%	\$31,380.00
1-2	10" CIPP	LF	200.00	\$31.00	\$6,200.00	314.00	\$9,734.00	0.00	\$0.00	314.00	\$9,734.00	\$0.00	\$9,734.00	157.00%	\$-3,534.00
1-3	CIPP Service Lateral	LF	2,420.00	\$152.00	\$367,840.00	1,902.00	\$289,104.00	359.00	\$54,568.00	2,261.00	\$343,672.00	\$0.00	\$343,672.00	93.43%	\$24,168.00
1-4	Remove and Replace Service Lateral	LF	810.00	\$40.00	\$32,400.00	1,023.60	\$40,944.00	0.00	\$0.00	1,023.60	\$40,944.00	\$0.00	\$40,944.00	126.37%	\$-8,544.00
1-5	Cleanout Assembly (As Detailed)	EA	33.00	\$420.00	\$13,860.00	117.00	\$49,140.00	0.00	\$0.00	117.00	\$49,140.00	\$0.00	\$49,140.00	354.55%	\$-35,280.00
1-6	Point Repair (8' - 30' Depth)	EA	3.00	\$14,660.00	\$43,980.00	3.00	\$43,980.00	0.00	\$0.00	3.00	\$43,980.00	\$0.00	\$43,980.00	100.00%	\$0.00
1-7	Manhole Rehabilitation	VF	271.00	\$235.00	\$63,685.00	182.50	\$42,887.50	0.00	\$0.00	182.50	\$42,887.50	\$0.00	\$42,887.50	67.34%	\$20,797.50
1-8	Concrete Road Repair	SY	183.00	\$78.00	\$14,274.00	184.40	\$14,383.20	0.00	\$0.00	184.40	\$14,383.20	\$0.00	\$14,383.20	100.77%	\$-109.20
1-9	Asphalt Road Repair	SY	549.00	\$82.00	\$45,018.00	293.30	\$24,050.60	0.00	\$0.00	293.30	\$24,050.60	\$0.00	\$24,050.60	53.42%	\$20,967.40
1-10	Maintenance of Traffic	LS	1.00	\$10,850.00	\$10,850.00	1.00	\$10,850.00	0.00	\$0.00	1.00	\$10,850.00	\$0.00	\$10,850.00	100.00%	\$0.00
1-11	Mobilization	LS	1.00	\$74,750.00	\$74,750.00	1.00	\$74,750.00	0.00	\$0.00	1.00	\$74,750.00	\$0.00	\$74,750.00	100.00%	\$0.00
1-12	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
1-13	Landscape Restoration	SF	4,050.00	\$0.60	\$2,430.00	1,250.00	\$750.00	0.00	\$0.00	1,250.00	\$750.00	\$0.00	\$750.00	30.86%	\$1,680.00
1-14	CCTV Service Lateral	LF	3,230.00	\$10.50	\$33,915.00	3,240.00	\$34,020.00	0.00	\$0.00	3,240.00	\$34,020.00	\$0.00	\$34,020.00	100.31%	\$-105.00
2-1	8" CIPP	LF	1,938.00	\$30.00	\$58,140.00	1,001.00	\$30,030.00	0.00	\$0.00	1,001.00	\$30,030.00	\$0.00	\$30,030.00	51.65%	\$28,110.00
2-2	10" CIPP	LF	726.00	\$31.00	\$22,506.00	530.00	\$16,430.00	0.00	\$0.00	530.00	\$16,430.00	\$0.00	\$16,430.00	73.00%	\$6,076.00
2-3	CIPP Service Lateral	LF	338.00	\$105.00	\$35,490.00	145.00	\$15,225.00	0.00	\$0.00	145.00	\$15,225.00	\$0.00	\$15,225.00	42.90%	\$20,265.00
2-4	Remove and Replace Service Lateral	LF	113.00	\$40.00	\$4,520.00	421.00	\$16,840.00	0.00	\$0.00	421.00	\$16,840.00	\$0.00	\$16,840.00	372.57%	\$-12,320.00
2-5	Cleanout Assembly (As Detailed)	EA	5.00	\$420.00	\$2,100.00	32.00	\$13,440.00	0.00	\$0.00	32.00	\$13,440.00	\$0.00	\$13,440.00	640.00%	\$-11,340.00
2-6	Point Repair (8' - 30' Depth)	EA	0.00	\$14,660.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2-7	Protruding Tap to be removed (8' - 30' Depth)	EA	1.00	\$14,660.00	\$14,660.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,660.00
2-8	Manhole Rehabilitation	VF	90.80	\$235.00	\$21,338.00	84.60	\$19,881.00	0.00	\$0.00	84.60	\$19,881.00	\$0.00	\$19,881.00	93.17%	\$1,457.00
2-9	Concrete Road Repair	SY	77.00	\$78.00	\$6,006.00	2.00	\$156.00	0.00	\$0.00	2.00	\$156.00	\$0.00	\$156.00	2.60%	\$5,850.00
2-10	Asphalt Road Repair	SY	285.00	\$82.00	\$23,370.00	59.00	\$4,838.00	0.00	\$0.00	59.00	\$4,838.00	\$0.00	\$4,838.00	20.70%	\$18,532.00
2-11	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
2-12	Maintenance of Traffic	LS	1.00	\$10,850.00	\$10,850.00	0.75	\$8,137.50	0.00	\$0.00	0.75	\$8,137.50	\$0.00	\$8,137.50	75.00%	\$2,712.50
2-13	Mobilization	LS	1.00	\$14,200.00	\$14,200.00	0.75	\$10,650.00	0.00	\$0.00	0.75	\$10,650.00	\$0.00	\$10,650.00	75.00%	\$3,550.00
2-14	Landscape Restoration	SF	565.00	\$0.60	\$339.00	1,445.00	\$867.00	0.00	\$0.00	1,445.00	\$867.00	\$0.00	\$867.00	255.75%	\$-528.00
2-15	CCTV Service Lateral	LF	451.00	\$8.50	\$3,833.50	260.00	\$2,210.00	0.00	\$0.00	260.00	\$2,210.00	\$0.00	\$2,210.00	57.65%	\$1,623.50
3-1	8" CIPP	LF	1,832.00	\$30.00	\$54,960.00	1,833.00	\$54,990.00	0.00	\$0.00	1,833.00	\$54,990.00	\$0.00	\$54,990.00	100.05%	\$-30.00
3-2	CIPP Service Lateral	LF	1,090.00	\$152.00	\$165,680.00	504.00	\$76,608.00	0.00	\$0.00	504.00	\$76,608.00	\$0.00	\$76,608.00	46.24%	\$89,072.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #13

Application Date : 09/30/20

Period From: 07/27/20

Period To: 08/30/20

External Contract No.:

Invoice # : S19015-13

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
3-3	Remove and Replace Service Lateral	LF	363.00	\$40.00	\$14,520.00	409.00	\$16,360.00	0.00	\$0.00	409.00	\$16,360.00	\$0.00	\$16,360.00	112.67%	\$-1,840.00
3-4	Cleanout Assembly (As Detailed)	EA	15.00	\$420.00	\$6,300.00	40.00	\$16,800.00	0.00	\$0.00	40.00	\$16,800.00	\$0.00	\$16,800.00	266.67%	\$-10,500.00
3-5	Point Repair (8' - 30' Depth)	EA	0.00	\$14,660.00	\$0.00	5.00	\$73,300.00	0.00	\$0.00	5.00	\$73,300.00	\$0.00	\$73,300.00	0.00%	\$-73,300.00
3-6	Manhole Rehabilitation	VF	52.90	\$235.00	\$12,431.50	51.50	\$12,102.50	0.00	\$0.00	51.50	\$12,102.50	\$0.00	\$12,102.50	97.35%	\$329.00
3-7	Concrete Road Repair	SY	91.00	\$78.00	\$7,098.00	55.00	\$4,290.00	0.00	\$0.00	55.00	\$4,290.00	\$0.00	\$4,290.00	60.44%	\$2,808.00
3-8	Asphalt Road Repair	SY	274.00	\$82.00	\$22,468.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,468.00
3-9	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
3-10	Maintenance of Traffic	LS	1.00	\$14,300.00	\$14,300.00	0.75	\$10,725.00	0.00	\$0.00	0.75	\$10,725.00	\$0.00	\$10,725.00	75.00%	\$3,575.00
3-11	Mobilization	LS	1.00	\$14,200.00	\$14,200.00	0.75	\$10,650.00	0.00	\$0.00	0.75	\$10,650.00	\$0.00	\$10,650.00	75.00%	\$3,550.00
3-12	Landscape Restoration	SF	1,815.00	\$0.60	\$1,089.00	4,151.00	\$2,490.60	0.00	\$0.00	4,151.00	\$2,490.60	\$0.00	\$2,490.60	228.71%	\$-1,401.60
3-13	CCTV Service Lateral	LF	1,453.00	\$10.50	\$15,256.50	1,640.00	\$17,220.00	0.00	\$0.00	1,640.00	\$17,220.00	\$0.00	\$17,220.00	112.87%	\$-1,963.50
4-1	8" CIPP	LF	5,871.00	\$30.00	\$176,130.00	5,223.00	\$156,690.00	0.00	\$0.00	5,223.00	\$156,690.00	\$0.00	\$156,690.00	88.96%	\$19,440.00
4-2	12" CIPP	LF	2,225.00	\$32.00	\$71,200.00	2,038.00	\$65,216.00	0.00	\$0.00	2,038.00	\$65,216.00	\$0.00	\$65,216.00	91.60%	\$5,984.00
4-3	CIPP Service Lateral	LF	675.00	\$105.00	\$70,875.00	179.00	\$18,795.00	0.00	\$0.00	179.00	\$18,795.00	\$0.00	\$18,795.00	26.52%	\$52,080.00
4-4	Remove and Replace Service Lateral	LF	225.00	\$40.00	\$9,000.00	301.00	\$12,040.00	0.00	\$0.00	301.00	\$12,040.00	\$0.00	\$12,040.00	133.78%	\$-3,040.00
4-5	Cleanout Assembly (As Detailed)	EA	9.00	\$420.00	\$3,780.00	15.00	\$6,300.00	0.00	\$0.00	15.00	\$6,300.00	\$0.00	\$6,300.00	166.67%	\$-2,520.00
4-6	Point Repair (8' - 30' Depth)	EA	10.00	\$14,660.00	\$146,600.00	24.00	\$351,840.00	0.00	\$0.00	24.00	\$351,840.00	\$0.00	\$351,840.00	240.00%	\$-205,240.00
4-7	Manhole Rehabilitation	VF	307.00	\$235.00	\$72,145.00	282.30	\$66,340.50	0.00	\$0.00	282.30	\$66,340.50	\$0.00	\$66,340.50	91.95%	\$5,804.50
4-8	Concrete Road Repair	SY	144.00	\$78.00	\$11,232.00	92.70	\$7,230.60	0.00	\$0.00	92.70	\$7,230.60	\$0.00	\$7,230.60	64.38%	\$4,001.40
4-9	Asphalt Road Repair	SY	485.00	\$82.00	\$39,770.00	117.40	\$9,626.80	0.00	\$0.00	117.40	\$9,626.80	\$0.00	\$9,626.80	24.21%	\$30,143.20
4-10	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
4-11	Maintenance of Traffic	LS	1.00	\$5,850.00	\$5,850.00	0.75	\$4,387.50	0.00	\$0.00	0.75	\$4,387.50	\$0.00	\$4,387.50	75.00%	\$1,462.50
4-12	Mobilization	LS	1.00	\$9,200.00	\$9,200.00	0.75	\$6,900.00	0.00	\$0.00	0.75	\$6,900.00	\$0.00	\$6,900.00	75.00%	\$2,300.00
4-13	Landscape Restoration	SF	1,125.00	\$0.60	\$675.00	2,105.00	\$1,263.00	0.00	\$0.00	2,105.00	\$1,263.00	\$0.00	\$1,263.00	187.11%	\$-588.00
4-14	CCTV Service Lateral	LF	900.00	\$8.00	\$7,200.00	787.00	\$6,296.00	0.00	\$0.00	787.00	\$6,296.00	\$0.00	\$6,296.00	87.44%	\$904.00
5-1	CIPP Service Lateral	LF	1,388.00	\$105.00	\$145,740.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$145,740.00
5-2	Remove and Replace Service Lateral	LF	463.00	\$40.00	\$18,520.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,520.00
5-3	Cleanout Assembly (As Detailed)	EA	19.00	\$420.00	\$7,980.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,980.00
5-4	Hardy St Road Repair	SY	815.00	\$195.00	\$158,925.00	99.00	\$19,305.00	0.00	\$0.00	99.00	\$19,305.00	\$0.00	\$19,305.00	12.15%	\$139,620.00
5-5	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
5-6	Maintenance of Traffic	LS	1.00	\$30,850.00	\$30,850.00	0.75	\$23,137.50	0.00	\$0.00	0.75	\$23,137.50	\$0.00	\$23,137.50	75.00%	\$7,712.50
5-7	Mobilization	LS	1.00	\$17,500.00	\$17,500.00	0.75	\$13,125.00	0.00	\$0.00	0.75	\$13,125.00	\$0.00	\$13,125.00	75.00%	\$4,375.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #13
Application Date : 09/30/20
Period From: 07/27/20
Period To: 08/30/20
External Contract No.:

Invoice # : S19015-13

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
5-8	Landscape Restoration	SF	2,315.00	\$0.60	\$1,389.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,389.00
5-9	CCTV Service Lateral	LF	1,851.00	\$8.50	\$15,733.50	1,084.00	\$9,214.00	0.00	\$0.00	1,084.00	\$9,214.00	\$0.00	\$9,214.00	58.56%	\$6,519.50
6-1	8" CIPP	LF	767.00	\$30.00	\$23,010.00	767.00	\$23,010.00	0.00	\$0.00	767.00	\$23,010.00	\$0.00	\$23,010.00	100.00%	\$0.00
6-2	12" CIPP	LF	198.00	\$32.00	\$6,336.00	198.00	\$6,336.00	0.00	\$0.00	198.00	\$6,336.00	\$0.00	\$6,336.00	100.00%	\$0.00
6-3	CIPP Service Lateral	LF	132.00	\$155.00	\$20,460.00	247.00	\$38,285.00	0.00	\$0.00	247.00	\$38,285.00	\$0.00	\$38,285.00	187.12%	\$-17,825.00
6-4	Remove and Replace Service Lateral	LF	44.00	\$40.00	\$1,760.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,760.00
6-5	Cleanout Assembly (As Detailed)	EA	2.00	\$420.00	\$840.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$840.00
6-6	Manhole Rehabilitation	VF	48.00	\$235.00	\$11,280.00	34.80	\$8,178.00	0.00	\$0.00	34.80	\$8,178.00	\$0.00	\$8,178.00	72.50%	\$3,102.00
6-7	Concrete Road Repair	SY	17.00	\$78.00	\$1,326.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,326.00
6-8	Asphalt Road Repair	SY	50.00	\$82.00	\$4,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,100.00
6-9	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$800.00
6-10	Maintenance of Traffic	LS	1.00	\$5,850.00	\$5,850.00	0.50	\$2,925.00	0.00	\$0.00	0.50	\$2,925.00	\$0.00	\$2,925.00	50.00%	\$2,925.00
6-11	Mobilization	LS	1.00	\$17,500.00	\$17,500.00	0.50	\$8,750.00	0.00	\$0.00	0.50	\$8,750.00	\$0.00	\$8,750.00	50.00%	\$8,750.00
6-12	Landscape Restoration	SF	220.00	\$0.60	\$132.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$132.00
6-13	CCTV Service Lateral	LF	176.00	\$10.50	\$1,848.00	173.00	\$1,816.50	0.00	\$0.00	173.00	\$1,816.50	\$0.00	\$1,816.50	98.30%	\$31.50
7-1	8" CIPP	LF	1,814.00	\$30.00	\$54,420.00	1,723.00	\$51,690.00	0.00	\$0.00	1,723.00	\$51,690.00	\$0.00	\$51,690.00	94.98%	\$2,730.00
7-2	10" CIPP	LF	1,926.00	\$31.00	\$59,706.00	2,203.00	\$68,293.00	0.00	\$0.00	2,203.00	\$68,293.00	\$0.00	\$68,293.00	114.38%	\$-8,587.00
7-3	CIPP Service Lateral	LF	770.00	\$105.00	\$80,850.00	523.00	\$54,915.00	0.00	\$0.00	523.00	\$54,915.00	\$0.00	\$54,915.00	67.92%	\$25,935.00
7-4	Remove and Replace Service Lateral	LF	257.00	\$40.00	\$10,280.00	159.00	\$6,360.00	0.00	\$0.00	159.00	\$6,360.00	\$0.00	\$6,360.00	61.87%	\$3,920.00
7-5	Cleanout Assembly (As Detailed)	EA	11.00	\$420.00	\$4,620.00	14.00	\$5,880.00	0.00	\$0.00	14.00	\$5,880.00	\$0.00	\$5,880.00	127.27%	\$-1,260.00
7-6	Manhole Rehabilitation	VF	207.00	\$235.00	\$48,645.00	132.50	\$31,137.50	0.00	\$0.00	132.50	\$31,137.50	\$0.00	\$31,137.50	64.01%	\$17,507.50
7-7	Concrete Road Repair	SY	68.00	\$78.00	\$5,304.00	31.00	\$2,418.00	0.00	\$0.00	31.00	\$2,418.00	\$0.00	\$2,418.00	45.59%	\$2,886.00
7-8	Asphalt Road Repair	SY	203.00	\$82.00	\$16,646.00	133.80	\$10,971.60	0.00	\$0.00	133.80	\$10,971.60	\$0.00	\$10,971.60	65.91%	\$5,674.40
7-9	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
7-10	Maintenance of Traffic	LS	1.00	\$5,850.00	\$5,850.00	0.75	\$4,387.50	0.00	\$0.00	0.75	\$4,387.50	\$0.00	\$4,387.50	75.00%	\$1,462.50
7-11	Mobilization	LS	1.00	\$17,500.00	\$17,500.00	0.75	\$13,125.00	0.00	\$0.00	0.75	\$13,125.00	\$0.00	\$13,125.00	75.00%	\$4,375.00
7-12	Landscape Restoration	SF	1,285.00	\$0.60	\$771.00	105.00	\$63.00	0.00	\$0.00	105.00	\$63.00	\$0.00	\$63.00	8.17%	\$708.00
7-13	CCTV Service Lateral	LF	1,027.00	\$8.50	\$8,729.50	979.00	\$8,321.50	0.00	\$0.00	979.00	\$8,321.50	\$0.00	\$8,321.50	95.33%	\$408.00
AA1-1	10" CIPP (1A)	LF	1,158.00	\$31.00	\$35,898.00	682.00	\$21,142.00	0.00	\$0.00	682.00	\$21,142.00	\$0.00	\$21,142.00	58.89%	\$14,756.00
AA1-2	Manhole Rehabilitation (1A)	VF	35.00	\$235.00	\$8,225.00	9.30	\$2,185.50	0.00	\$0.00	9.30	\$2,185.50	\$0.00	\$2,185.50	26.57%	\$6,039.50
AA1-3	8" CIPP (2A)	LF	0.00	\$30.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-4	Manhole Rehabilitation (2A)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #13
Application Date : 09/30/20
Period From: 07/27/20
Period To: 08/30/20
External Contract No.:

Invoice # : S19015-13

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
AA1-5	10" CIPP (3A)	LF	0.00	\$31.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-6	Manhole Rehabilitation (3A)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-7	8" CIPP (4A)	LF	0.00	\$30.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-8	Manhole Rehabilitation (4A)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-9	8" CIPP (5A)	LF	0.00	\$30.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-10	Manhole Rehabilitation (5A)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-11	8" CIPP (6A)	LF	1,660.00	\$30.00	\$49,800.00	1,952.00	\$58,560.00	0.00	\$0.00	1,952.00	\$58,560.00	\$0.00	\$58,560.00	117.59%	\$-8,760.00
AA1-12	Manhole Rehabilitation (6A)	VF	60.00	\$235.00	\$14,100.00	32.90	\$7,731.50	0.00	\$0.00	32.90	\$7,731.50	\$0.00	\$7,731.50	54.83%	\$6,368.50
AA1-13	18" CIPP (7A)	LF	848.00	\$95.00	\$80,560.00	850.00	\$80,750.00	0.00	\$0.00	850.00	\$80,750.00	\$0.00	\$80,750.00	100.24%	\$-190.00
AA1-14	Manhole Rehabilitation (7A)	VF	25.00	\$235.00	\$5,875.00	18.60	\$4,371.00	0.00	\$0.00	18.60	\$4,371.00	\$0.00	\$4,371.00	74.40%	\$1,504.00
AA1-15	Remove and Replace Service Lateral	LF	613.00	\$40.00	\$24,520.00	109.00	\$4,360.00	0.00	\$0.00	109.00	\$4,360.00	\$0.00	\$4,360.00	17.78%	\$20,160.00
AA1-16	CIPP Service Lateral	LF	1,837.00	\$105.00	\$192,885.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$192,885.00
AA1-17	Cleanout Assembly (As Detailed)	EA	25.00	\$420.00	\$10,500.00	9.00	\$3,780.00	0.00	\$0.00	9.00	\$3,780.00	\$0.00	\$3,780.00	36.00%	\$6,720.00
AA1-18	Point Repair (8' - 30' Depth)	EA	2.00	\$14,660.00	\$29,320.00	3.00	\$43,980.00	0.00	\$0.00	3.00	\$43,980.00	\$0.00	\$43,980.00	150.00%	\$-14,660.00
AA1-19	Concrete Road Repair	SY	240.00	\$78.00	\$18,720.00	3.00	\$234.00	0.00	\$0.00	3.00	\$234.00	\$0.00	\$234.00	1.25%	\$18,486.00
AA1-20	Asphalt Road Repair	SY	1,500.00	\$82.00	\$123,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$123,000.00
AA1-21	Maintenance of Traffic	LS	1.00	\$5,600.00	\$5,600.00	0.75	\$4,200.00	0.00	\$0.00	0.75	\$4,200.00	\$0.00	\$4,200.00	75.00%	\$1,400.00
AA1-22	Mobilization	LS	1.00	\$14,200.00	\$14,200.00	0.75	\$10,650.00	0.00	\$0.00	0.75	\$10,650.00	\$0.00	\$10,650.00	75.00%	\$3,550.00
AA1-23	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
AA1-24	Landscape Restoration	SF	3,065.00	\$0.60	\$1,839.00	394.00	\$236.40	0.00	\$0.00	394.00	\$236.40	\$0.00	\$236.40	12.85%	\$1,602.60
AA1-25	CCTV Service Lateral	LF	2,450.00	\$8.50	\$20,825.00	1,444.00	\$12,274.00	0.00	\$0.00	1,444.00	\$12,274.00	\$0.00	\$12,274.00	58.94%	\$8,551.00
1-15	48-in Precast Manhole (0'-6') (Site 1)	EA	1.00	\$5,900.00	\$5,900.00	1.00	\$5,900.00	0.00	\$0.00	1.00	\$5,900.00	\$0.00	\$5,900.00	100.00%	\$0.00
1-16	6-in CIPP (Site 1)	LF	858.00	\$34.00	\$29,172.00	866.00	\$29,444.00	0.00	\$0.00	866.00	\$29,444.00	\$0.00	\$29,444.00	100.93%	\$-272.00
1-17	External Reinstatement of Service (Site 1)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2-16	External Reinstatement of Service (Site 2)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
3-13A	External Reinstatement of Service (Site 3)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
4-15	48-in Precast Manhole (6'-8') (Site 4)	EA	1.00	\$7,304.00	\$7,304.00	1.00	\$7,304.00	0.00	\$0.00	1.00	\$7,304.00	\$0.00	\$7,304.00	100.00%	\$0.00
4-16	10-in CIPP (Site 4)	LF	114.00	\$31.00	\$3,534.00	114.00	\$3,534.00	0.00	\$0.00	114.00	\$3,534.00	\$0.00	\$3,534.00	100.00%	\$0.00
4-17	15-in CIPP (Site 4)	LF	31.00	\$87.00	\$2,697.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,697.00
4-18	External Reinstatement of Service (Site 4)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #13

Application Date : 09/30/20

Period From: 07/27/20

Period To: 08/30/20

External Contract No.:

Invoice # : S19015-13

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
5-10	Manhole Rehabilitation (Site 5)	VF	0.00	\$235.00	\$0.00	201.10	\$47,258.50	0.00	\$0.00	201.10	\$47,258.50	\$0.00	\$47,258.50	0.00%	\$-47,258.50
5-11	External Reinstatement of Service (Site 5)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
7-14	Point Repair (8-ft to 30-ft Depth) (Site 7)	EA	5.00	\$14,660.00	\$73,300.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$73,300.00
7-15	External Reinstatement of Service (Site 7)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-26	Point Repair (8-ft to 30-ft Depth) (Site 1A)	EA	2.00	\$14,660.00	\$29,320.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$29,320.00
AA1-27	External Reinstatement of Service (Site 1A)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-28	CCTV Mains (Site 2A)	LF	841.30	\$3.35	\$2,818.36	992.50	\$3,324.88	0.00	\$0.00	992.50	\$3,324.88	\$0.00	\$3,324.88	117.97%	\$-506.52
AA1-29	CCTV Mains (Site 3A)	LF	238.20	\$3.35	\$797.97	238.20	\$797.97	0.00	\$0.00	238.20	\$797.97	\$0.00	\$797.97	100.00%	\$0.00
AA1-30	CCTV Mains (Site 4A)	LF	415.60	\$3.35	\$1,392.26	436.40	\$1,461.94	0.00	\$0.00	436.40	\$1,461.94	\$0.00	\$1,461.94	105.00%	\$-69.68
AA1-31	CCTV Mains (Site 5A)	LF	429.30	\$3.35	\$1,438.16	429.30	\$1,438.16	0.00	\$0.00	429.30	\$1,438.16	\$0.00	\$1,438.16	100.00%	\$0.00
AA1-32	External Reinstatement of Service (Site 6A)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-33	External Reinstatement of Service (Site 7A)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
8-1	30-in CIPP	LF	245.00	\$320.00	\$78,400.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$78,400.00
8-2	Clean and CCTV 30-in	LF	245.00	\$18.00	\$4,410.00	0.00	\$0.00	215.00	\$3,870.00	215.00	\$3,870.00	\$0.00	\$3,870.00	87.76%	\$540.00
8-3	Bypass (RR)	LS	1.00	\$20,100.00	\$20,100.00	0.00	\$0.00	0.50	\$10,050.00	0.50	\$10,050.00	\$0.00	\$10,050.00	50.00%	\$10,050.00
8-4	Railroad Permit	LS	1.00	\$22,000.00	\$22,000.00	0.75	\$16,500.00	0.00	\$0.00	0.75	\$16,500.00	\$0.00	\$16,500.00	75.00%	\$5,500.00
8-5	Mobilization (RR)	LS	1.00	\$8,700.00	\$8,700.00	0.00	\$0.00	0.50	\$4,350.00	0.50	\$4,350.00	\$0.00	\$4,350.00	50.00%	\$4,350.00
13-1	6-in CIPP	LF	434.00	\$45.00	\$19,530.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,530.00
13-2	8-in CIPP	LF	1,271.00	\$38.00	\$48,298.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$48,298.00
13-3	15-in CIPP	LF	278.00	\$87.00	\$24,186.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$24,186.00
13-4	CIPP Service Lateral	LF	75.00	\$250.00	\$18,750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,750.00
13-5	Cleanout Assembly (As Detailed)	EA	7.00	\$680.00	\$4,760.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,760.00
13-6a	Protruding Tap to be removed (8/E - 30/E Depth) (External)	EA	1.00	\$14,660.00	\$14,660.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,660.00
13-6b	Protruding Tap to be removed (8/E - 30/E Depth) (Internal)	EA	6.00	\$250.00	\$1,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00
13-7	Manhole Rehabilitation	VF	33.00	\$235.00	\$7,755.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,755.00
13-8	CCTV Service Lateral	LF	250.00	\$20.00	\$5,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00
13-9	Maintenance of Traffic	LS	1.00	\$1,650.00	\$1,650.00	0.50	\$825.00	0.00	\$0.00	0.50	\$825.00	\$0.00	\$825.00	50.00%	\$825.00
13-10	Mobilization	LS	1.00	\$10,500.00	\$10,500.00	0.50	\$5,250.00	0.00	\$0.00	0.50	\$5,250.00	\$0.00	\$5,250.00	50.00%	\$5,250.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #13

Application Date : 09/30/20

Period From: 07/27/20

Period To: 08/30/20

External Contract No.:

Invoice # : S19015-13

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
15-1	12-in CCTV	LF	612.00	\$3.35	\$2,050.20	626.00	\$2,097.10	0.00	\$0.00	626.00	\$2,097.10	\$0.00	\$2,097.10	102.29%	\$-46.90
15-2	12-in CIPP	LF	612.00	\$32.00	\$19,584.00	626.00	\$20,032.00	0.00	\$0.00	626.00	\$20,032.00	\$0.00	\$20,032.00	102.29%	\$-448.00
15-3	CIPP Service Lateral	LF	180.00	\$400.00	\$72,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$72,000.00
15-4	Cleanout Assembly (As Detailed)	EA	9.00	\$650.00	\$5,850.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,850.00
15-5a	Protruding Tap to be removed (8/Æ - 30/Æ Depth) (External)	EA	1.00	\$14,660.00	\$14,660.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,660.00
15-5b	Protruding Tap to be removed (8/Æ - 30/Æ Depth) (Internal)	EA	1.00	\$250.00	\$250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$250.00
15-6	Manhole Rehabilitation	VF	11.00	\$235.00	\$2,585.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,585.00
15-7	CCTV Service Lateral	LF	180.00	\$50.00	\$9,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,000.00
15-8	Maintenance of Traffic	LS	1.00	\$850.00	\$850.00	0.50	\$425.00	0.00	\$0.00	0.50	\$425.00	\$0.00	\$425.00	50.00%	\$425.00
15-9	Mobilization	LS	1.00	\$8,500.00	\$8,500.00	0.50	\$4,250.00	0.00	\$0.00	0.50	\$4,250.00	\$0.00	\$4,250.00	50.00%	\$4,250.00
Grand Totals					\$4,047,794.45		\$2,709,930.35		\$72,838.00		\$2,782,768.35	\$0.00	\$2,782,768.35	68.75%	\$1,265,026.10

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: S19015-14

To Customer: CITY OF HATTIESBURG
P.O. BOX 1898
HATTIESBURG, MS 39403

Project: S19015- CIPP Sewer Repair-Various
Locations, Hattiesburg, MS

Via Engineer: Shows Dearman & Waits
301 Second Avenue
Hattiesburg, MS 39401

Application No.: JB App #14

Period From: 8/31/2020

Period To: 9/27/2020

Distribution to :
☐ Owner
☐ Engineer
☐ Contractor
☐

From Contractor: Suncoast Infrastructure, Inc.
P.O. Box 397
1858 Hwy 49 South
Florence, MS 39073

Owner: Hattiesburg (City of) MS
P.O. Box 1898
Hattiesburg, MS 39403

External Contract No. N/A

Contract Date: 1/11/2019

Application Date: 10/7/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	\$3,559,581.00
2. Net Change By Change Order	\$488,213.45
3. Contract Sum To Date	\$4,047,794.45
4. Work Completed To Date	\$2,837,181.35
5. Stored Materials Inventory	\$0.00
6. Total Completed and Stored To Date	\$2,837,181.35
7. Retainage	
a. Maximum Retainage is in effect.	
b. Securities are furnished in lieu of Retainage.	\$90,000.00
c. Retainage on Work Completed to Date 2.50 %	\$70,929.53
d. Retainage on Stored Materials Inventory 0.00 %	\$0.00
e. Total Calculated Retainage	\$70,929.53
f. Total Retainage To Be Withheld	\$0.00
8. Total Earned Less Retainage	\$2,837,181.35
9. Less Previous Certificates For Payments	\$2,782,768.35
10. Current Payment Due	\$54,413.00
11. Balance to Finish, Plus Retainage.	\$1,210,613.10

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$488,213.45	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$488,213.45	\$0.00
Net Changes By Change Order	\$488,213.45	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Suncoast Infrastructure, Inc.

By: John Casey Date: 10/7/2020
State of: Mississippi County of: Rankin
Subscribed and sworn to before me this 7th day of October 2020
Notary Public: Jennifer Laseter
My Commission expires: April 29, 2023



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 54,413.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on th Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:

By: [Signature] Date: 10-12-2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #14

Application Date : 10/07/20

Period From: 08/31/20

Period To: 09/27/20

External Contract No.:

Invoice # : S19015-14

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

A B C D E F						G H		I J		K L M N O P					
CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
1-1	8" CIPP	LF	4,647.00	\$30.00	\$139,410.00	3,601.00	\$108,030.00	0.00	\$0.00	3,601.00	\$108,030.00	\$0.00	\$108,030.00	77.49%	\$31,380.00
1-2	10" CIPP	LF	200.00	\$31.00	\$6,200.00	314.00	\$9,734.00	0.00	\$0.00	314.00	\$9,734.00	\$0.00	\$9,734.00	157.00%	\$-3,534.00
1-3	CIPP Service Lateral	LF	2,420.00	\$152.00	\$367,840.00	2,261.00	\$343,672.00	169.00	\$25,688.00	2,430.00	\$369,360.00	\$0.00	\$369,360.00	100.41%	\$-1,520.00
1-4	Remove and Replace Service Lateral	LF	810.00	\$40.00	\$32,400.00	1,023.60	\$40,944.00	0.00	\$0.00	1,023.60	\$40,944.00	\$0.00	\$40,944.00	126.37%	\$-8,544.00
1-5	Cleanout Assembly (As Detailed)	EA	33.00	\$420.00	\$13,860.00	117.00	\$49,140.00	0.00	\$0.00	117.00	\$49,140.00	\$0.00	\$49,140.00	354.55%	\$-35,280.00
1-6	Point Repair (8' - 30' Depth)	EA	3.00	\$14,660.00	\$43,980.00	3.00	\$43,980.00	0.00	\$0.00	3.00	\$43,980.00	\$0.00	\$43,980.00	100.00%	\$0.00
1-7	Manhole Rehabilitation	VF	271.00	\$235.00	\$63,685.00	182.50	\$42,887.50	0.00	\$0.00	182.50	\$42,887.50	\$0.00	\$42,887.50	67.34%	\$20,797.50
1-8	Concrete Road Repair	SY	183.00	\$78.00	\$14,274.00	184.40	\$14,383.20	0.00	\$0.00	184.40	\$14,383.20	\$0.00	\$14,383.20	100.77%	\$-109.20
1-9	Asphalt Road Repair	SY	549.00	\$82.00	\$45,018.00	293.30	\$24,050.60	0.00	\$0.00	293.30	\$24,050.60	\$0.00	\$24,050.60	53.42%	\$20,967.40
1-10	Maintenance of Traffic	LS	1.00	\$10,850.00	\$10,850.00	1.00	\$10,850.00	0.00	\$0.00	1.00	\$10,850.00	\$0.00	\$10,850.00	100.00%	\$0.00
1-11	Mobilization	LS	1.00	\$74,750.00	\$74,750.00	1.00	\$74,750.00	0.00	\$0.00	1.00	\$74,750.00	\$0.00	\$74,750.00	100.00%	\$0.00
1-12	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
1-13	Landscape Restoration	SF	4,050.00	\$0.60	\$2,430.00	1,250.00	\$750.00	0.00	\$0.00	1,250.00	\$750.00	\$0.00	\$750.00	30.86%	\$1,680.00
1-14	CCTV Service Lateral	LF	3,230.00	\$10.50	\$33,915.00	3,240.00	\$34,020.00	0.00	\$0.00	3,240.00	\$34,020.00	\$0.00	\$34,020.00	100.31%	\$-105.00
2-1	8" CIPP	LF	1,938.00	\$30.00	\$58,140.00	1,001.00	\$30,030.00	0.00	\$0.00	1,001.00	\$30,030.00	\$0.00	\$30,030.00	51.65%	\$28,110.00
2-2	10" CIPP	LF	726.00	\$31.00	\$22,506.00	530.00	\$16,430.00	0.00	\$0.00	530.00	\$16,430.00	\$0.00	\$16,430.00	73.00%	\$6,076.00
2-3	CIPP Service Lateral	LF	338.00	\$105.00	\$35,490.00	145.00	\$15,225.00	71.00	\$7,455.00	216.00	\$22,680.00	\$0.00	\$22,680.00	63.91%	\$12,810.00
2-4	Remove and Replace Service Lateral	LF	113.00	\$40.00	\$4,520.00	421.00	\$16,840.00	0.00	\$0.00	421.00	\$16,840.00	\$0.00	\$16,840.00	372.57%	\$-12,320.00
2-5	Cleanout Assembly (As Detailed)	EA	5.00	\$420.00	\$2,100.00	32.00	\$13,440.00	0.00	\$0.00	32.00	\$13,440.00	\$0.00	\$13,440.00	640.00%	\$-11,340.00
2-6	Point Repair (8' - 30' Depth)	EA	0.00	\$14,660.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2-7	Protruding Tap to be removed (8' - 30' Depth)	EA	1.00	\$14,660.00	\$14,660.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,660.00
2-8	Manhole Rehabilitation	VF	90.80	\$235.00	\$21,338.00	84.60	\$19,881.00	0.00	\$0.00	84.60	\$19,881.00	\$0.00	\$19,881.00	93.17%	\$1,457.00
2-9	Concrete Road Repair	SY	77.00	\$78.00	\$6,006.00	2.00	\$156.00	0.00	\$0.00	2.00	\$156.00	\$0.00	\$156.00	2.60%	\$5,850.00
2-10	Asphalt Road Repair	SY	285.00	\$82.00	\$23,370.00	59.00	\$4,838.00	0.00	\$0.00	59.00	\$4,838.00	\$0.00	\$4,838.00	20.70%	\$18,532.00
2-11	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
2-12	Maintenance of Traffic	LS	1.00	\$10,850.00	\$10,850.00	0.75	\$8,137.50	0.00	\$0.00	0.75	\$8,137.50	\$0.00	\$8,137.50	75.00%	\$2,712.50
2-13	Mobilization	LS	1.00	\$14,200.00	\$14,200.00	0.75	\$10,650.00	0.00	\$0.00	0.75	\$10,650.00	\$0.00	\$10,650.00	75.00%	\$3,550.00
2-14	Landscape Restoration	SF	565.00	\$0.60	\$339.00	1,445.00	\$867.00	0.00	\$0.00	1,445.00	\$867.00	\$0.00	\$867.00	255.75%	\$-528.00
2-15	CCTV Service Lateral	LF	451.00	\$8.50	\$3,833.50	260.00	\$2,210.00	0.00	\$0.00	260.00	\$2,210.00	\$0.00	\$2,210.00	57.65%	\$1,623.50
3-1	8" CIPP	LF	1,832.00	\$30.00	\$54,960.00	1,833.00	\$54,990.00	0.00	\$0.00	1,833.00	\$54,990.00	\$0.00	\$54,990.00	100.05%	\$-30.00
3-2	CIPP Service Lateral	LF	1,090.00	\$152.00	\$165,680.00	504.00	\$76,608.00	0.00	\$0.00	504.00	\$76,608.00	\$0.00	\$76,608.00	46.24%	\$89,072.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #14

Application Date : 10/07/20

Period From: 08/31/20

Period To: 09/27/20

External Contract No.:

Invoice # : S19015-14

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

A B C D E F						G H		I J		K L M N O P					
CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
3-3	Remove and Replace Service Lateral	LF	363.00	\$40.00	\$14,520.00	409.00	\$16,360.00	0.00	\$0.00	409.00	\$16,360.00	\$0.00	\$16,360.00	112.67%	\$-1,840.00
3-4	Cleanout Assembly (As Detailed)	EA	15.00	\$420.00	\$6,300.00	40.00	\$16,800.00	0.00	\$0.00	40.00	\$16,800.00	\$0.00	\$16,800.00	266.67%	\$-10,500.00
3-5	Point Repair (8' - 30' Depth)	EA	0.00	\$14,660.00	\$0.00	5.00	\$73,300.00	0.00	\$0.00	5.00	\$73,300.00	\$0.00	\$73,300.00	0.00%	\$-73,300.00
3-6	Manhole Rehabilitation	VF	52.90	\$235.00	\$12,431.50	51.50	\$12,102.50	0.00	\$0.00	51.50	\$12,102.50	\$0.00	\$12,102.50	97.35%	\$329.00
3-7	Concrete Road Repair	SY	91.00	\$78.00	\$7,098.00	55.00	\$4,290.00	0.00	\$0.00	55.00	\$4,290.00	\$0.00	\$4,290.00	60.44%	\$2,808.00
3-8	Asphalt Road Repair	SY	274.00	\$82.00	\$22,468.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,468.00
3-9	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
3-10	Maintenance of Traffic	LS	1.00	\$14,300.00	\$14,300.00	0.75	\$10,725.00	0.00	\$0.00	0.75	\$10,725.00	\$0.00	\$10,725.00	75.00%	\$3,575.00
3-11	Mobilization	LS	1.00	\$14,200.00	\$14,200.00	0.75	\$10,650.00	0.00	\$0.00	0.75	\$10,650.00	\$0.00	\$10,650.00	75.00%	\$3,550.00
3-12	Landscape Restoration	SF	1,815.00	\$0.60	\$1,089.00	4,151.00	\$2,490.60	0.00	\$0.00	4,151.00	\$2,490.60	\$0.00	\$2,490.60	228.71%	\$-1,401.60
3-13	CCTV Service Lateral	LF	1,453.00	\$10.50	\$15,256.50	1,640.00	\$17,220.00	0.00	\$0.00	1,640.00	\$17,220.00	\$0.00	\$17,220.00	112.87%	\$-1,963.50
4-1	8" CIPP	LF	5,871.00	\$30.00	\$176,130.00	5,223.00	\$156,690.00	0.00	\$0.00	5,223.00	\$156,690.00	\$0.00	\$156,690.00	88.96%	\$19,440.00
4-2	12" CIPP	LF	2,225.00	\$32.00	\$71,200.00	2,038.00	\$65,216.00	0.00	\$0.00	2,038.00	\$65,216.00	\$0.00	\$65,216.00	91.60%	\$5,984.00
4-3	CIPP Service Lateral	LF	675.00	\$105.00	\$70,875.00	179.00	\$18,795.00	68.00	\$7,140.00	247.00	\$25,935.00	\$0.00	\$25,935.00	36.59%	\$44,940.00
4-4	Remove and Replace Service Lateral	LF	225.00	\$40.00	\$9,000.00	301.00	\$12,040.00	0.00	\$0.00	301.00	\$12,040.00	\$0.00	\$12,040.00	133.78%	\$-3,040.00
4-5	Cleanout Assembly (As Detailed)	EA	9.00	\$420.00	\$3,780.00	15.00	\$6,300.00	0.00	\$0.00	15.00	\$6,300.00	\$0.00	\$6,300.00	166.67%	\$-2,520.00
4-6	Point Repair (8' - 30' Depth)	EA	10.00	\$14,660.00	\$146,600.00	24.00	\$351,840.00	0.00	\$0.00	24.00	\$351,840.00	\$0.00	\$351,840.00	240.00%	\$-205,240.00
4-7	Manhole Rehabilitation	VF	307.00	\$235.00	\$72,145.00	282.30	\$66,340.50	0.00	\$0.00	282.30	\$66,340.50	\$0.00	\$66,340.50	91.95%	\$5,804.50
4-8	Concrete Road Repair	SY	144.00	\$78.00	\$11,232.00	92.70	\$7,230.60	0.00	\$0.00	92.70	\$7,230.60	\$0.00	\$7,230.60	64.38%	\$4,001.40
4-9	Asphalt Road Repair	SY	485.00	\$82.00	\$39,770.00	117.40	\$9,626.80	0.00	\$0.00	117.40	\$9,626.80	\$0.00	\$9,626.80	24.21%	\$30,143.20
4-10	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
4-11	Maintenance of Traffic	LS	1.00	\$5,850.00	\$5,850.00	0.75	\$4,387.50	0.00	\$0.00	0.75	\$4,387.50	\$0.00	\$4,387.50	75.00%	\$1,462.50
4-12	Mobilization	LS	1.00	\$9,200.00	\$9,200.00	0.75	\$6,900.00	0.00	\$0.00	0.75	\$6,900.00	\$0.00	\$6,900.00	75.00%	\$2,300.00
4-13	Landscape Restoration	SF	1,125.00	\$0.60	\$675.00	2,105.00	\$1,263.00	0.00	\$0.00	2,105.00	\$1,263.00	\$0.00	\$1,263.00	187.11%	\$-588.00
4-14	CCTV Service Lateral	LF	900.00	\$8.00	\$7,200.00	787.00	\$6,296.00	0.00	\$0.00	787.00	\$6,296.00	\$0.00	\$6,296.00	87.44%	\$904.00
5-1	CIPP Service Lateral	LF	1,388.00	\$105.00	\$145,740.00	0.00	\$0.00	94.00	\$9,870.00	94.00	\$9,870.00	\$0.00	\$9,870.00	6.77%	\$135,870.00
5-2	Remove and Replace Service Lateral	LF	463.00	\$40.00	\$18,520.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,520.00
5-3	Cleanout Assembly (As Detailed)	EA	19.00	\$420.00	\$7,980.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,980.00
5-4	Hardy St Road Repair	SY	815.00	\$195.00	\$158,925.00	99.00	\$19,305.00	0.00	\$0.00	99.00	\$19,305.00	\$0.00	\$19,305.00	12.15%	\$139,620.00
5-5	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
5-6	Maintenance of Traffic	LS	1.00	\$30,850.00	\$30,850.00	0.75	\$23,137.50	0.00	\$0.00	0.75	\$23,137.50	\$0.00	\$23,137.50	75.00%	\$7,712.50
5-7	Mobilization	LS	1.00	\$17,500.00	\$17,500.00	0.75	\$13,125.00	0.00	\$0.00	0.75	\$13,125.00	\$0.00	\$13,125.00	75.00%	\$4,375.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #14
Application Date : 10/07/20
Period From: 08/31/20
Period To: 09/27/20

Invoice # : S19015-14

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

External Contract No.:

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
5-8	Landscape Restoration	SF	2,315.00	\$0.60	\$1,389.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,389.00
5-9	CCTV Service Lateral	LF	1,851.00	\$8.50	\$15,733.50	1,084.00	\$9,214.00	0.00	\$0.00	1,084.00	\$9,214.00	\$0.00	\$9,214.00	58.56%	\$6,519.50
6-1	8" CIPP	LF	767.00	\$30.00	\$23,010.00	767.00	\$23,010.00	0.00	\$0.00	767.00	\$23,010.00	\$0.00	\$23,010.00	100.00%	\$0.00
6-2	12" CIPP	LF	198.00	\$32.00	\$6,336.00	198.00	\$6,336.00	0.00	\$0.00	198.00	\$6,336.00	\$0.00	\$6,336.00	100.00%	\$0.00
6-3	CIPP Service Lateral	LF	132.00	\$155.00	\$20,460.00	247.00	\$38,285.00	0.00	\$0.00	247.00	\$38,285.00	\$0.00	\$38,285.00	187.12%	\$-17,825.00
6-4	Remove and Replace Service Lateral	LF	44.00	\$40.00	\$1,760.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,760.00
6-5	Cleanout Assembly (As Detailed)	EA	2.00	\$420.00	\$840.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$840.00
6-6	Manhole Rehabilitation	VF	48.00	\$235.00	\$11,280.00	34.80	\$8,178.00	0.00	\$0.00	34.80	\$8,178.00	\$0.00	\$8,178.00	72.50%	\$3,102.00
6-7	Concrete Road Repair	SY	17.00	\$78.00	\$1,326.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,326.00
6-8	Asphalt Road Repair	SY	50.00	\$82.00	\$4,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,100.00
6-9	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$800.00
6-10	Maintenance of Traffic	LS	1.00	\$5,850.00	\$5,850.00	0.50	\$2,925.00	0.00	\$0.00	0.50	\$2,925.00	\$0.00	\$2,925.00	50.00%	\$2,925.00
6-11	Mobilization	LS	1.00	\$17,500.00	\$17,500.00	0.50	\$8,750.00	0.00	\$0.00	0.50	\$8,750.00	\$0.00	\$8,750.00	50.00%	\$8,750.00
6-12	Landscape Restoration	SF	220.00	\$0.60	\$132.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$132.00
6-13	CCTV Service Lateral	LF	176.00	\$10.50	\$1,848.00	173.00	\$1,816.50	0.00	\$0.00	173.00	\$1,816.50	\$0.00	\$1,816.50	98.30%	\$31.50
7-1	8" CIPP	LF	1,814.00	\$30.00	\$54,420.00	1,723.00	\$51,690.00	0.00	\$0.00	1,723.00	\$51,690.00	\$0.00	\$51,690.00	94.98%	\$2,730.00
7-2	10" CIPP	LF	1,926.00	\$31.00	\$59,706.00	2,203.00	\$68,293.00	0.00	\$0.00	2,203.00	\$68,293.00	\$0.00	\$68,293.00	114.38%	\$-8,587.00
7-3	CIPP Service Lateral	LF	770.00	\$105.00	\$80,850.00	523.00	\$54,915.00	0.00	\$0.00	523.00	\$54,915.00	\$0.00	\$54,915.00	67.92%	\$25,935.00
7-4	Remove and Replace Service Lateral	LF	257.00	\$40.00	\$10,280.00	159.00	\$6,360.00	0.00	\$0.00	159.00	\$6,360.00	\$0.00	\$6,360.00	61.87%	\$3,920.00
7-5	Cleanout Assembly (As Detailed)	EA	11.00	\$420.00	\$4,620.00	14.00	\$5,880.00	0.00	\$0.00	14.00	\$5,880.00	\$0.00	\$5,880.00	127.27%	\$-1,260.00
7-6	Manhole Rehabilitation	VF	207.00	\$235.00	\$48,645.00	132.50	\$31,137.50	0.00	\$0.00	132.50	\$31,137.50	\$0.00	\$31,137.50	64.01%	\$17,507.50
7-7	Concrete Road Repair	SY	68.00	\$78.00	\$5,304.00	31.00	\$2,418.00	0.00	\$0.00	31.00	\$2,418.00	\$0.00	\$2,418.00	45.59%	\$2,886.00
7-8	Asphalt Road Repair	SY	203.00	\$82.00	\$16,646.00	133.80	\$10,971.60	0.00	\$0.00	133.80	\$10,971.60	\$0.00	\$10,971.60	65.91%	\$5,674.40
7-9	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
7-10	Maintenance of Traffic	LS	1.00	\$5,850.00	\$5,850.00	0.75	\$4,387.50	0.00	\$0.00	0.75	\$4,387.50	\$0.00	\$4,387.50	75.00%	\$1,462.50
7-11	Mobilization	LS	1.00	\$17,500.00	\$17,500.00	0.75	\$13,125.00	0.00	\$0.00	0.75	\$13,125.00	\$0.00	\$13,125.00	75.00%	\$4,375.00
7-12	Landscape Restoration	SF	1,285.00	\$0.60	\$771.00	105.00	\$63.00	0.00	\$0.00	105.00	\$63.00	\$0.00	\$63.00	8.17%	\$708.00
7-13	CCTV Service Lateral	LF	1,027.00	\$8.50	\$8,729.50	979.00	\$8,321.50	0.00	\$0.00	979.00	\$8,321.50	\$0.00	\$8,321.50	95.33%	\$408.00
AA1-1	10" CIPP (1A)	LF	1,158.00	\$31.00	\$35,898.00	682.00	\$21,142.00	0.00	\$0.00	682.00	\$21,142.00	\$0.00	\$21,142.00	58.89%	\$14,756.00
AA1-2	Manhole Rehabilitation (1A)	VF	35.00	\$235.00	\$8,225.00	9.30	\$2,185.50	0.00	\$0.00	9.30	\$2,185.50	\$0.00	\$2,185.50	26.57%	\$6,039.50
AA1-3	8" CIPP (2A)	LF	0.00	\$30.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-4	Manhole Rehabilitation (2A)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #14

Application Date : 10/07/20

Period From: 08/31/20

Period To: 09/27/20

Invoice # : S19015-14

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

External Contract No.:

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
AA1-5	10" CIPP (3A)	LF	0.00	\$31.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-6	Manhole Rehabilitation (3A)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-7	8" CIPP (4A)	LF	0.00	\$30.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-8	Manhole Rehabilitation (4A)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-9	8" CIPP (5A)	LF	0.00	\$30.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-10	Manhole Rehabilitation (5A)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-11	8" CIPP (6A)	LF	1,660.00	\$30.00	\$49,800.00	1,952.00	\$58,560.00	0.00	\$0.00	1,952.00	\$58,560.00	\$0.00	\$58,560.00	117.59%	\$-8,760.00
AA1-12	Manhole Rehabilitation (6A)	VF	60.00	\$235.00	\$14,100.00	32.90	\$7,731.50	0.00	\$0.00	32.90	\$7,731.50	\$0.00	\$7,731.50	54.83%	\$6,368.50
AA1-13	18" CIPP (7A)	LF	848.00	\$95.00	\$80,560.00	850.00	\$80,750.00	0.00	\$0.00	850.00	\$80,750.00	\$0.00	\$80,750.00	100.24%	\$-190.00
AA1-14	Manhole Rehabilitation (7A)	VF	25.00	\$235.00	\$5,875.00	18.60	\$4,371.00	0.00	\$0.00	18.60	\$4,371.00	\$0.00	\$4,371.00	74.40%	\$1,504.00
AA1-15	Remove and Replace Service Lateral	LF	613.00	\$40.00	\$24,520.00	109.00	\$4,360.00	0.00	\$0.00	109.00	\$4,360.00	\$0.00	\$4,360.00	17.78%	\$20,160.00
AA1-16	CIPP Service Lateral	LF	1,837.00	\$105.00	\$192,885.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$192,885.00
AA1-17	Cleanout Assembly (As Detailed)	EA	25.00	\$420.00	\$10,500.00	9.00	\$3,780.00	0.00	\$0.00	9.00	\$3,780.00	\$0.00	\$3,780.00	36.00%	\$6,720.00
AA1-18	Point Repair (8' - 30' Depth)	EA	2.00	\$14,660.00	\$29,320.00	3.00	\$43,980.00	0.00	\$0.00	3.00	\$43,980.00	\$0.00	\$43,980.00	150.00%	\$-14,660.00
AA1-19	Concrete Road Repair	SY	240.00	\$78.00	\$18,720.00	3.00	\$234.00	0.00	\$0.00	3.00	\$234.00	\$0.00	\$234.00	1.25%	\$18,486.00
AA1-20	Asphalt Road Repair	SY	1,500.00	\$82.00	\$123,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$123,000.00
AA1-21	Maintenance of Traffic	LS	1.00	\$5,600.00	\$5,600.00	0.75	\$4,200.00	0.00	\$0.00	0.75	\$4,200.00	\$0.00	\$4,200.00	75.00%	\$1,400.00
AA1-22	Mobilization	LS	1.00	\$14,200.00	\$14,200.00	0.75	\$10,650.00	0.00	\$0.00	0.75	\$10,650.00	\$0.00	\$10,650.00	75.00%	\$3,550.00
AA1-23	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
AA1-24	Landscape Restoration	SF	3,065.00	\$0.60	\$1,839.00	394.00	\$236.40	0.00	\$0.00	394.00	\$236.40	\$0.00	\$236.40	12.85%	\$1,602.60
AA1-25	CCTV Service Lateral	LF	2,450.00	\$8.50	\$20,825.00	1,444.00	\$12,274.00	0.00	\$0.00	1,444.00	\$12,274.00	\$0.00	\$12,274.00	58.94%	\$8,551.00
1-15	48-in Precast Manhole (0'-6') (Site 1)	EA	1.00	\$5,900.00	\$5,900.00	1.00	\$5,900.00	0.00	\$0.00	1.00	\$5,900.00	\$0.00	\$5,900.00	100.00%	\$0.00
1-16	6-in CIPP (Site 1)	LF	858.00	\$34.00	\$29,172.00	866.00	\$29,444.00	0.00	\$0.00	866.00	\$29,444.00	\$0.00	\$29,444.00	100.93%	\$-272.00
1-17	External Reinstatement of Service (Site 1)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2-16	External Reinstatement of Service (Site 2)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
3-13A	External Reinstatement of Service (Site 3)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
4-15	48-in Precast Manhole (6'-8') (Site 4)	EA	1.00	\$7,304.00	\$7,304.00	1.00	\$7,304.00	0.00	\$0.00	1.00	\$7,304.00	\$0.00	\$7,304.00	100.00%	\$0.00
4-16	10-in CIPP (Site 4)	LF	114.00	\$31.00	\$3,534.00	114.00	\$3,534.00	0.00	\$0.00	114.00	\$3,534.00	\$0.00	\$3,534.00	100.00%	\$0.00
4-17	15-in CIPP (Site 4)	LF	31.00	\$87.00	\$2,697.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,697.00
4-18	External Reinstatement of Service (Site 4)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #14
Application Date : 10/07/20
Period From: 08/31/20
Period To: 09/27/20
External Contract No.:

Invoice # : S19015-14

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

A B C D E F						G H		I J		K L M N O P					
CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
5-10	Manhole Rehabilitation (Site 5)	VF	0.00	\$235.00	\$0.00	201.10	\$47,258.50	0.00	\$0.00	201.10	\$47,258.50	\$0.00	\$47,258.50	0.00%	\$-47,258.50
5-11	External Reinstatement of Service (Site 5)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
7-14	Point Repair (8-ft 0 30-ft Depth) (Site 7)	EA	5.00	\$14,660.00	\$73,300.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$73,300.00
7-15	External Reinstatement of Service (Site 7)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-26	Point Repair (8-ft 0 30-ft Depth) (Site 1A)	EA	2.00	\$14,660.00	\$29,320.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$29,320.00
AA1-27	External Reinstatement of Service (Site 1A)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-28	CCTV Mains (Site 2A)	LF	841.30	\$3.35	\$2,818.36	992.50	\$3,324.88	0.00	\$0.00	992.50	\$3,324.88	\$0.00	\$3,324.88	117.97%	\$-506.52
AA1-29	CCTV Mains (Site 3A)	LF	238.20	\$3.35	\$797.97	238.20	\$797.97	0.00	\$0.00	238.20	\$797.97	\$0.00	\$797.97	100.00%	\$0.00
AA1-30	CCTV Mains (Site 4A)	LF	415.60	\$3.35	\$1,392.26	436.40	\$1,461.94	0.00	\$0.00	436.40	\$1,461.94	\$0.00	\$1,461.94	105.00%	\$-69.68
AA1-31	CCTV Mains (Site 5A)	LF	429.30	\$3.35	\$1,438.16	429.30	\$1,438.16	0.00	\$0.00	429.30	\$1,438.16	\$0.00	\$1,438.16	100.00%	\$0.00
AA1-32	External Reinstatement of Service (Site 6A)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-33	External Reinstatement of Service (Site 7A)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
8-1	30-in CIPP	LF	245.00	\$320.00	\$78,400.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$78,400.00
8-2	Clean and CCTV 30-in	LF	245.00	\$18.00	\$4,410.00	215.00	\$3,870.00	0.00	\$0.00	215.00	\$3,870.00	\$0.00	\$3,870.00	87.76%	\$540.00
8-3	Bypass (RR)	LS	1.00	\$20,100.00	\$20,100.00	0.50	\$10,050.00	0.00	\$0.00	0.50	\$10,050.00	\$0.00	\$10,050.00	50.00%	\$10,050.00
8-4	Railroad Permit	LS	1.00	\$22,000.00	\$22,000.00	0.75	\$16,500.00	0.00	\$0.00	0.75	\$16,500.00	\$0.00	\$16,500.00	75.00%	\$5,500.00
8-5	Mobilization (RR)	LS	1.00	\$8,700.00	\$8,700.00	0.50	\$4,350.00	0.00	\$0.00	0.50	\$4,350.00	\$0.00	\$4,350.00	50.00%	\$4,350.00
13-1	6-in CIPP	LF	434.00	\$45.00	\$19,530.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,530.00
13-2	8-in CIPP	LF	1,271.00	\$38.00	\$48,298.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$48,298.00
13-3	15-in CIPP	LF	278.00	\$87.00	\$24,186.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$24,186.00
13-4	CIPP Service Lateral	LF	75.00	\$250.00	\$18,750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,750.00
13-5	Cleanout Assembly (As Detailed)	EA	7.00	\$680.00	\$4,760.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,760.00
13-6a	Protruding Tap to be removed (8/E - 30/E Depth) (External)	EA	1.00	\$14,660.00	\$14,660.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,660.00
13-6b	Protruding Tap to be removed (8/E - 30/E Depth) (Internal)	EA	6.00	\$250.00	\$1,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00
13-7	Manhole Rehabilitation	VF	33.00	\$235.00	\$7,755.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,755.00
13-8	CCTV Service Lateral	LF	250.00	\$20.00	\$5,000.00	0.00	\$0.00	8.00	\$160.00	8.00	\$160.00	\$0.00	\$160.00	3.20%	\$4,840.00
13-9	Maintenance of Traffic	LS	1.00	\$1,650.00	\$1,650.00	0.50	\$825.00	0.00	\$0.00	0.50	\$825.00	\$0.00	\$825.00	50.00%	\$825.00
13-10	Mobilization	LS	1.00	\$10,500.00	\$10,500.00	0.50	\$5,250.00	0.00	\$0.00	0.50	\$5,250.00	\$0.00	\$5,250.00	50.00%	\$5,250.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #14
Application Date : 10/07/20
Period From: 08/31/20
Period To: 09/27/20
External Contract No.:

Invoice # : S19015-14

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
15-1	12-in CCTV	LF	612.00	\$3.35	\$2,050.20	626.00	\$2,097.10	0.00	\$0.00	626.00	\$2,097.10	\$0.00	\$2,097.10	102.29%	\$-46.90
15-2	12-in CIPP	LF	612.00	\$32.00	\$19,584.00	626.00	\$20,032.00	0.00	\$0.00	626.00	\$20,032.00	\$0.00	\$20,032.00	102.29%	\$-448.00
15-3	CIPP Service Lateral	LF	180.00	\$400.00	\$72,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$72,000.00
15-4	Cleanout Assembly (As Detailed)	EA	9.00	\$650.00	\$5,850.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,850.00
15-5a	Protruding Tap to be removed (8/E - 30/E Depth) (External)	EA	1.00	\$14,660.00	\$14,660.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,660.00
15-5b	Protruding Tap to be removed (8/E - 30/E Depth) (Internal)	EA	1.00	\$250.00	\$250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$250.00
15-6	Manhole Rehabilitation	VF	11.00	\$235.00	\$2,585.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,585.00
15-7	CCTV Service Lateral	LF	180.00	\$50.00	\$9,000.00	0.00	\$0.00	82.00	\$4,100.00	82.00	\$4,100.00	\$0.00	\$4,100.00	45.56%	\$4,900.00
15-8	Maintenance of Traffic	LS	1.00	\$850.00	\$850.00	0.50	\$425.00	0.00	\$0.00	0.50	\$425.00	\$0.00	\$425.00	50.00%	\$425.00
15-9	Mobilization	LS	1.00	\$8,500.00	\$8,500.00	0.50	\$4,250.00	0.00	\$0.00	0.50	\$4,250.00	\$0.00	\$4,250.00	50.00%	\$4,250.00
Grand Totals					\$4,047,794.45		\$2,782,768.35		\$54,413.00		\$2,837,181.35	\$0.00	\$2,837,181.35	70.09%	\$1,210,613.10



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

October 22, 2020
Project No: 11258
Invoice No: 21710

Project Manager Shea McNease

Project 11258 Infrastructure Improvements on Katie Ave & Arledge St

Professional Services from September 27, 2020 to October 17, 2020

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Sullivan, Richard	.50	105.00	52.50	
RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	27.00	85.00	2,295.00	
Totals	27.50		2,347.50	
Total Labor				2,347.50
		Total this Phase		\$2,347.50
		Total this Invoice		\$2,347.50

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



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

October 22, 2020
Project No: 11256
Invoice No: 21695

Project Manager Kyle Wallace
Project 11256 CIPP Sewer in Various Locations

Professional Services from September 27, 2020 to October 17, 2020

Phase CM Construction Phase Services

Professional Personnel

	Hours	Rate	Amount	
RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	15.00	85.00	1,275.00	
PROJECT ENGINEER				
Wallace, Kyle	20.50	175.00	3,587.50	
Weeks, John	3.00	175.00	525.00	
Totals	38.50		5,387.50	
Total Labor				5,387.50
		Total this Phase		\$5,387.50
		Total this Invoice		\$5,387.50

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



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

October 22, 2020
Project No: 1273-S012
Invoice No: 21697

Project Manager Kyle Wallace

Project 1273-S012 COMSWIP Sewer Improv. Phase XII - J Ed Turner & Forrest Ave.

Professional Services from September 27, 2020 to October 17, 2020

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
RESIDENT PROJECT REPRESENTATIVE				
Tingle, William	102.00	95.00	9,690.00	
PROJECT ENGINEER				
Wallace, Kyle	12.00	175.00	2,100.00	
Totals	114.00		11,790.00	
Total Labor				11,790.00
		Total this Phase		\$11,790.00
		Total this Invoice		\$11,790.00

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

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

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

CITY OF HATTIESBURG, MISSISSIPPI

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

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 3, 2020

Re: Approve professional services agreement with Shows, Dearman and Waits, Inc. for design and construction phase services related to the replacement of an existing bridge structure on Campbell Loop and Authorize Mayor to execute same in duplicate.
File Number: 2020-767
Minute Book #

Summary

Approve professional services agreement with Shows, Dearman and Waits, Inc. for design and construction phase services related to the replacement of an existing bridge structure on Campbell Loop and Authorize Mayor to execute same in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 3, 2020 City Council meeting for consideration.

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

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



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

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

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **the replacement of an existing bridge structure on Campbell Loop** ("Project").

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

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

Preparation of plans and specifications for the completion of design phase services for the Project, and provision of construction phase engineering and project representative services for the replacement of the bridge identified in Attachment A.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day; and

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be in accordance with local, state and federal law.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations

applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

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

6.04 *Electronic Transmittals*

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

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Section Deleted
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other

insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

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

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

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

- 1. For cause,

- a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

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

6.08 *Successors, Assigns, and Beneficiaries*

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

6.09 *Dispute Resolution*

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

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then

Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Shared Negligence*

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

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 - 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 - 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction

Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day:*

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

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

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

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

Owner: City of Hattiesburg

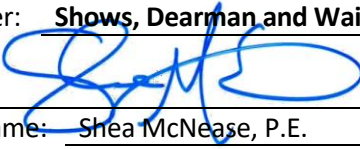
By: _____

Print name: Mayor Toby Barker

Title: Mayor

Date Signed: _____

Engineer: Shows, Dearman and Waits, Inc.

By:  _____

Print name: Shea McNease, P.E.

Title: President

Date Signed: _____

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

E-4

State of: Mississippi

Address for Owner's receipt of notices:

P.O. Box 1898

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Lamar Rutland, P.E.

Title: Director of Engineering

Phone Number: 601-545-4540

E-Mail Address: lrutland@hattiesburgms.com

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Nicholas Connolly, PE, PLS

Title: Vice-President

Phone Number: 601-544-1821

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

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

Engineer's Services

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

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

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase - *SECTION DELETED*

A1.02 Preliminary Design Phase

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

Exhibit A – Engineer's Services

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

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

A1.03 *Final Design Phase*

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

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

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

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

A1.04 *Bidding or Negotiating Phase*

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

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

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

A1.05 *Construction Phase*

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

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

Exhibit A – Engineer's Services

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

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

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

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

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

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

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

A1.06 *Post-Construction Phase*

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

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

PART 2 – ADDITIONAL SERVICES

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

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

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

Exhibit A – Engineer's Services

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

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

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

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

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

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

Owner's Responsibilities

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

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

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

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

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

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

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

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

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

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

4. *Progress Payments:*

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

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

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

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

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

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

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

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$38,500.00** based upon part-time RPR services on an eight-hour workday, Monday through Friday, over a **120 day** construction schedule.

B. Compensation for Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer **NONE**.

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

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

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

4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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

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

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

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer as mutually agreed upon by both parties.
 2. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
 3. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2021) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.2.
 2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
 3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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

Standard Hourly Rates Schedule - 2020

A. *Standard Hourly Rates:*

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

B. *Schedule:*

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

Senior Engineer	\$175/Hour
Project Engineer	\$150/Hour
Junior Engineer	\$125/Hour
Engineering Intern	\$115/Hour
Graduate Engineer	\$105/Hour
Senior AutoCad Technician	\$105/Hour
AutoCad Technician	\$ 90/Hour
Senior Resident Project Representative	\$ 95/Hour
Resident Project Representative	\$ 85/Hour
Field Crew	\$175/Hour
Administrative	\$ 45/Hour

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

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

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

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

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

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

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

11. *Records:*

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

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

12. *Reports:*

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

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

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

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

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

Insurance

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

G6.05 Insurance

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

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

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

c. General Liability --

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

d. Excess or Umbrella Liability --

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

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

\$1,000,000

f. Professional Liability --

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

g. Other (specify): N/A

B. *Additional Insureds:*

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

City of Hattiesburg Campbell Loop Bridge Replacement Attachment "A"



Presented By:



Scale: 1"=300'
Date: 10/22/2020
Project No: 12211



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 3, 2020

Re: Approve agreement with Illinois Central Railroad Company for a permit to construct and maintain a water line across, along and underneath railroad property at M.P. 92.49 for the Comprehensive Water Improvements Phase II - Palmers Crossing and Irene Chapel project; Authorize Mayor to execute agreement in duplicate; and Authorize issuance of a manual check in the amount of \$4,800.00 in payment of said permit.
File Number: 2020-771
Minute Book #

Summary

Approve agreement with Illinois Central Railroad Company for a permit to construct and maintain a water line across, along and underneath railroad property at M.P. 92.49 for the Comprehensive Water Improvements Phase II - Palmers Crossing and Irene Chapel project; Authorize Mayor to execute agreement in duplicate; and Authorize issuance of a manual check in the amount of \$4,800.00 in payment of said permit.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 3, 2020 City Council meeting for consideration.



CN System Engineering

Josh Gordon
Design and Construction
Field Engineer
2151 North Mill St
Jackson, MS 39202
T 601-914-2655

October 13, 2020

Lamar Rutland
City Engineer
City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403

Subject: P-10911: Illinois Central Railroad Company, BEAUMONT Subdivision, MP 92.42 - 92.42

CN Engineering Design & Construction has reviewed the request for 20" STEEL CASING WITH 16" HDPE WATERLINE. There are no engineering objections provided the following occurs:

- 1.) CN Utility Locate Required.
- 2.) CN's operations are not to be impaired or effected by any of the described work.
- 3.) A flagman, railroad representative is to be present during any and all work on, over, under or near railroad property.
- 4.) All employees of contractors not hired by CN that will work on, over, under or near CN property are required to have, at a minimum, safety certification with www.contractororientation.com and the railroad representative will be responsible for verifying and documenting said certifications.
- 5.) Installer must monitor top of rail elevations via daily surveying for borings greater than 6 in. in size and that occur under CN tracks. A log of top of rail elevations may be requested at any time throughout the duration work.
- 6.) Geotech report indicates that the location of the bore is below the water line. If the soils are saturated and potential to flow during the installation, than the bore is not to begin until the soil conditions allow. Once the bore has begun, then the bore should not stop until the casing pipe is fully installed as per the plan. Geotech of record should be on site until the casing pipe is installed fully as per the design drawings.
- 7.) Flagman, Railroad representative, to be on site during the installation of the casing pipe as well as any work on over or underneath the railroad right of way.



CN System Engineering

Josh Gordon
Design and Construction
Field Engineer
2151 North Mill St
Jackson, MS 39202
T 601-914-2655

8.) Any work that involves a temporary traffic control plans that involves a railroad grade crossings should follow Current edition of MUTCD Section 8A.08 Temporary Traffic Control Zones requirements and MUTCD Section 6. Traffic Plan to be presented and discussed with Railroad Flagman, Railroad representative, during ever briefing.

Sincerely,

Josh Gordon
CN Field Engineer

LICENSE FOR UNDERGROUND PIPELINES, CABLES AND CONDUITS

THIS AGREEMENT made in duplicate this 13th of October, 2020, between ILLINOIS CENTRAL RAILROAD COMPANY, party of the first part, hereinafter called the Railroad, and

File P-10911

City of Hattiesburg
P.O. 1898
Hattiesburg, MS. 309403-1898

Party or parties of the second part, hereinafter called the Licensee,

WITNESSETH:

1. In consideration of a one time fee of \$4,800.00 in hand paid by the Licensee to the Railroad, the receipt whereof is hereby acknowledged and the faithful performance by the Licensee of the covenants herein contained, the Railroad, insofar as it lawfully may, hereby grants to the Licensee license and permission to construct and maintain a 16" HDPE water line in a 20" steel casing (see attachment) (whether one or more pipes, cables or conduits hereinafter referred to as the "pipeline") across, along and underneath the property of the Railroad at M.P. 92.49, Beaumont subdivision in Hattiesburg, MS, said pipeline being more particularly shown upon the exhibits hereto attached and made a part hereof, subject to the following conditions and specifications:
2. The license and permission herein granted to Licensee are subject and subordinate; however, to the rights in Railroad, its successors and assigns, its grantees, lessees and licensees, to construct, reconstruct, operate, use, maintain, repair and renew on, beneath or above the property covered hereby, any structures, improvements or facilities of similar or different character as are now or in the future may be located on, beneath or above said properties.
3. Licensee shall, except in emergencies, give not less than 72 hours written notice to Railroad of the day, hour and location that it proposes to undertake any construction or maintenance work and in the event of an emergency shall notify Railroad as soon as possible.

Licensee shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified herein; and for the purposes of the safety, protective and indemnification provisions hereof, such contractors and subcontractors, their agents, servants and employees, and other persons on the Railroad property at the invitation of the Licensee, its contractors or subcontractors, shall be deemed the agents or employees of the Licensee.

4. Licensee shall, at no expense to Railroad, obtain all permits and approvals required to exercise this license and Licensee shall install, maintain and operate its facilities in accordance with all requirements of lawful public authority. Licensee shall be responsible for any taxes, assessments and charges made against the pipeline or other of Licensee's facilities on Railroad's property or the operation of any of them.
5. The pipeline shall be installed at least 10 feet below the tracks of the Railroad, measured from base of rail to top of pipeline or, if no tracks are located on the property, at least 8 feet below natural ground. Said pipeline shall be constructed of such material and in such a manner as will assure the safety of Railroad. Railroad's authorized representative shall have the right, but not the duty, to require certain materials or procedures to be used or to supervise the construction, maintenance, restoration or other work on Railroad's property. If in the opinion of Railroad's authorized representative casing of the pipeline is required at the time of installation or at any time subsequent thereto, Licensee shall promptly arrange for such casing at its own risk and expense.
6. If, in the opinion of the authorized representative of Railroad the work to be done by the Licensee pursuant to this agreement will make necessary or desirable any change in the Railroad's facilities, or those of the Railroad's tenants or licensees, on the Railroad's property, the Railroad shall have the right, but not the duty, to make such changes, the expense thereof to be borne by the Licensee.

Railroad shall have the right, but not the duty, to furnish flagging or other protection or to perform work to support its tracks or otherwise protect its property or facilities at any time, at Licensee's sole risk and expense.

7. Licensee agrees at any time, or from time to time, at its own risk and expense, upon request of the authorized representative of the Railroad, to make such change or changes as may be necessary in the opinion of said representative to accommodate any change or improvements which Railroad may desire to make in or upon its property. In case Licensee shall fail within thirty (30) days after notice from Railroad to make such change or changes, Railroad shall have the right, but not the duty, to make such change or changes, or remove Licensee's facilities from said property at the risk and expense of Licensee.

8. Licensee shall at its expense take such measures as may be necessary and adequate in connection with its property or the property of railroad to protect facilities of Railroad and those of others using Railroad's property from interference by induction, conduction, physical contact or otherwise attributable to the exercise by Licensee of the license granted to it.

In the event Railroad advises Licensee to take any action to protect Railroad, its facilities or facilities on Railroad's property, Licensee shall promptly take the indicated action, including, but not limited to, stopping the operation of the pipeline. If Licensee fails to do so, Railroad shall have the right, but not the duty, to perform on behalf of Licensee at the sole risk and expense of Licensee.

9. In the event Railroad elects to renew, replace, repair or alter any tracks or other facilities or to construct new facilities or to make other use of the property covered by this license, and in connection therewith requires the removal of any facilities placed by Licensee on Railroad's property or should any facilities of Licensee need renewal or repair, Licensee shall, within 30 days of receipt of notice, arrange for such removal, renewal or repair at Licensee's risk and expense. In the event removal is required, the facilities shall be relocated at such location on Railroad's property as is designated by Railroad, provided that Railroad's authorized representative determines that a location is reasonably available. Renewal or repair shall be to such condition as is indicated by Railroad's authorized representative. If Licensee fails to comply with the foregoing, Railroad shall have the right, but not the duty, to remove, renew or repair such facilities at the sole risk and expense of Licensee.
10. Cost and expense for work performed by the Railroad pursuant to this agreement shall consist of the direct cost of labor and material plus Railroad's standard additives in effect at the time the work is performed. All payments required of Licensee under this agreement shall be made promptly upon presentation of a bill.
11. Licensee, as a further consideration and as a condition without which this license would not have been granted, agrees to indemnify and save harmless Railroad, its officers, employees and agents and to assume all risk, responsibility and liability for death of, or injury to, any persons, including, but not limited to, officers, employees, agents, patrons and licensees of the parties hereto, and for loss, damage or injury to any property, including but not limited to, that belonging to the parties hereto (together with all liability for any expense, attorneys' fees and costs incurred or sustained by the Railroad, whether in defense of any such claims, demands, actions and causes of action or in the enforcements of the indemnification rights hereby conferred) arising from, growing out of, or in any manner or degree directly or indirectly caused by, attributable to, or resulting from the grant or exercise of this license or the construction, maintenance, repair,

renewal, alteration, change, relocation, existence, presence, use, operation, or removal of any structure incident thereto, or from any activity conducted on or occurrence originating on the area covered by the license regardless of the negligence of Railroad, its officers, employees and agents. Licensee further agrees to release and indemnify and save harmless Railroad, its officers, employees, agents, patrons or invitees from all liability to Licensee, its officers, employees, agents or patrons, resulting from railroad operations at or near the area in which the license is to be granted whether or not the death, injury or damage resulting therefrom may be due to the negligence of the Railroad, its officers, employees or agents or otherwise. At the election of Railroad, the Licensee, upon receipt of notice to that effect, shall assume or join in the defense of any claim based upon allegations purporting to bring said claim within the coverage of this section.

12. Licensee shall secure, and maintain in place so long as this agreement is in effect, Comprehensive General Liability Insurance (Occurrence Form) in an amount not less than \$5,000,000 per occurrence, with an aggregate of not less than \$10,000,000 per annual period. The policy must name Railroad and its parent company, Canadian National Railway Company, as additional insured's in the following form:

Illinois Central Railroad Company, and its Parent Corporation,
Canadian National Railway Company
17641 S Ashland Ave
Homewood, Il 60430

The policy must not contain any provisions excluding coverage for injury, loss or damage arising out of or resulting from (a) doing business on, near, or adjacent to railroad track or facilities, or (b) surface or subsurface pollution, contamination or seepage, or from handling, treatment, disposal or dumping of waste materials or substances. Before commencing work, Licensee shall deliver to Railroad a certificate of insurance evidencing the foregoing coverage's and true and complete copies of the policies described above. Each policy shall include a waiver by the insurer of any right of subrogation against any recovery by or on behalf of any insured. Each policy shall provide for not less than thirty days prior written notice to Railroad of cancellation of or any material change in that policy.

13. If a contractor is to be employed by the Licensee for the installation of Facilities pursuant to this License, then, Before commencing work, the contractor shall provide and maintain the following insurance, in form and amount and with companies satisfactory to, and as approved by, the RAILROAD.
 - A. Statutory Workers' Compensation and Employer's Liability insurance.

- B. Automobile Liability in an amount not less than \$1,000,000 dollars combined single limit.
- C. An Occurrence Form Railroad Protective Policy with limits of not less than \$5,000,000 dollars per occurrence for Bodily Injury Liability, Property Damage Liability and Physical Damage to Property with \$10,000,000 dollars aggregate for the term of the policy with respect of Bodily Injury Liability, Property Damage Liability and Physical Damage to Property. The Policy must name the appropriate RAILROAD as the insured, and shall provide for not less than ten (10) days prior written notice to the RAILROAD'S as cancellation of, or any material change in the policy.

14. It is expressly understood Railroad does not warrant title to the premises and Licensee accepts the grant of privileges contained herein subject to all lawful outstanding existing liens and superior rights. Licensee agrees it shall not have to make any claim against Railroad for damages on account of any deficiency in title and agrees that in the event of failure or insufficiency of such title the sole remedy of Licensee shall be the right to return of the consideration paid in advance, provided for herein, or a proportionate part thereof in the event of a partial deficiency or insufficiency of title. Licensee further agrees to indemnify and save harmless the Railroad and to assure all risk, responsibility and liability (including any expenses, attorneys' fees and costs incurred or sustained by Railroad) arising from, growing out of, or in any manner or degree directly or indirectly attributable to or resulting from any deficiency or insufficiency of its title affecting the right of the Railroad to make this grant.
15. This agreement shall continue in force indefinitely from and after the date hereof, subject, however, to the right of either party to terminate this agreement as to the entire pipeline and all of the facilities of Licensee, or any part thereof, at any time or from time to time, as it may require, upon giving the other party ninety (90) days notice in writing of its desire to terminate this agreement, and indicating in said notice the extent of said line and facilities to which such termination shall apply. When this agreement shall be terminated as to the entire line and all of the facilities of Licensee or as to any part thereof, Licensee within thirty (30) days after the expiration of the time stated in said notice, agrees at its own risk and expense to remove said facilities from the property of Railroad, or such portion thereof as Railroad shall require removed, and to restore the railroad premises to a neat and safe condition, and if Licensee shall fail to do so within said time, Railroad shall have the right, but not the duty, to remove and restore the same, at the risk and expense of Licensee. Nothing herein contained shall be construed as conferring any property right on Licensee.

16. In case Railroad shall at any time, or from time to time, require the removal of only a portion of said pipeline, this agreement shall continue in force and be applicable to the portion of portions of said pipeline and other facilities remaining from time to time until said entire pipeline has been removed and the rental shall be adjusted accordingly.

17. Nothing in this agreement shall be construed to place any responsibility on Railroad for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any of Licensee's facilities.

Any approval given or supervision exercised by Railroad hereunder, or failure of Railroad to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligations under this Agreement.

18. This Agreement shall not be binding on either party hereto until all parties have executed the space provide below.

19. This agreement shall be binding on the successors and assigns of the parties hereto, but no assignment hereof by the Licensee, its successors, legal representatives or assigns, shall be binding upon the Railroad without its written consent in each instance.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, the day and year first above written.

ILLINOIS CENTRAL RAILROAD COMPANY

By:

James V. Fountain - Senior Manager, Real Estate

CITY OF HATTIESBURG

By:

Toby Barker, Mayor

REQUIREMENTS TO PROVIDE FLAGGING PROTECTION AND CABLE LOCATION FOR PROJECTS ON OR IN THE VICINITY OF CN PROPERTY

**(Hereinafter called "Railroad")
(Revised: Effective December 4th, 2018)**

NOTE: Flagging and/or Cable Locate fees may apply

A utility or contractor shall not commence, or carry on, any work for installation, maintenance, repair, changing or renewal of any FACILITY, under, over, on, or near RAILROAD property at any location without giving notice to the RAILROAD authorized representative at the RAILROAD's office located at Homewood, IL. If in the opinion of the RAILROAD the presence of an authorized representative of the RAILROAD is required to supervise the same, the RAILROAD shall render bills to the utility or contractor for all expenses incurred by it for such supervision. This includes all labor costs for flagmen or cable locate supplied by the RAILROAD to protect RAILROAD operation, and for the full cost of furnishing, installation and later removal of any temporary supports for said tracks, as the RAILROAD's Chief Engineer's Office may deem necessary.

A flagman is required any time any work is performed (i) under or across any Railroad track, regardless of whether said work involves a physical presence on the surface of the Railroad property; (ii) on the surface of the Railroad property within twenty-five (25) feet horizontally of the centerline of any railroad track; or (iii) on, near, or over Railroad property if the work may potentially encroach (intentionally or unintentionally) within twenty-five (25) feet from the centerline of any railroad track. Causes of potential encroachment include but are not limited to equipment that has the potential to swing, pivot, extend or mechanically fail. Potential encroachment must also account for a distance of one-half the length of the largest load that any equipment may lift. Additionally, Railroad reserves the right to require a flagman for work on Railroad property not meeting the above criteria when there are other conditions or considerations that would indicate the need for a flagman to safeguard Railroad's operations, property and safety of any person.

Cable Location

A cable location of RAILROAD owned facilities may be required prior to the start of any work based on the RAILROAD's review of the proposed project. The purpose of cable location is to identify and protect Signal & Communication cables that have been installed to provide power, signal control, and wayside communications. These cables are vital to a safe and reliable railway operation. The cable locate will be performed by a qualified RAILROAD employee.

The cost for a cable location is \$350.00, and must be prepaid by check before RAILROAD will undertake the cable locate work.

Outside contractors are prohibited from driving on, along, or across any track that does not have a CN installed crossing. They may utilize an existing public crossing. The practice of allowing rubber tired equipment to operate over track with no crossing is strictly prohibited. Exceptions to this rule will require the express approval from CN Engineering.

Prior to any project being started, the RAILROAD requires a "Request for Flagging Services and Cable Location" form to be completed and submitted, including check for prepayment based on the number of days and hours flagging protection will be required and also prepayment for cable location as necessary. Separate checks must be issued for flagging protection and cable location. You must have an agreement with a CN railroad subsidiary, such as a Right of Entry, Permit, License, or Formal Agreement in addition to any necessary flagging before you may enter CN property.

Request for Flagging Services and Cable Location U.S.

Requests and inquiries must be directed to:

Flagging-US

17641 South Ashland Ave.

Homewood, IL 60430

Flagging_US@CN.CA

Is this a continuation of an existing project? Yes ☐ No ☐

If YES, please provide your Service Order # _____

All blanks below must be completely filled in before any flagman request will be honored.

Work Authorization:

Right of Entry/License/Permit No.: _____ Dated: _____ Railroad: _____

Does your Right of Entry/License/Permit require a Railroad Cable Locate? Yes ☐ No ☐

You must have an agreement with a CN railroad subsidiary, such as a Right of Entry, Permit, License or Formal Agreement in addition to any necessary flagging before you may enter CN property.

Project Information:

Please submit a detailed map of the location where protection is being requested.

Street Location/Intersection _____ City/State _____

Railroad Milepost _____ Railroad Subdivision _____

Description of work being performed: _____

Location for flagman to report: _____

Name of Site Contact: _____ Site Contact Phone: (____) ____ - ____ Alt: (____) ____ - ____

Requested Dates/Times:

Dates requested are subject to flagman availability. Minimum 5 business days advance notice required.

Requested Dates for Flagging Protection: _____, _____, _____, _____, _____, _____

Project Starting time: _____ Anticipated Ending Time: _____ Anticipated # Hours per Day: _____

*Flagmen start and end time may vary based on type of protection required.

Billing Information:

All blanks spaces must be filled out

Company Name: _____ Requestor Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Company Phone: _____ Company Fax: _____ E-Mail: _____

CN required online training must be completed before Flagman Protection will be scheduled.

Prepayment must be received before Flagging Protection will be scheduled. There is an 8 hour minimum per day. The base rate per day for Flagman Protection is \$1,300.00 for 10 hours; this includes 2 overtime hours for flagman to set up/take down protection if needed.

Additional overtime hours must be prepaid at the rate of \$150.00 per hour. Weekends and Holidays must be prepaid at the overtime rate with a \$1,500.00 / 10 hour minimum. Any prepayment for additional days or overtime not used can be refunded.

Railroad Cable Location must be prepaid, the cost is \$350.00 per locate.

Separate Checks must be issued for Flagging Protection and Cable Location. Checks should be made payable to the railroad subsidiary listed on your Right of Entry/Permit/License or, Formal Agreement.

If additional days of protection are required they must be prepaid in advance.

Rates Effective January 1st 2017.

**THIS COMPLETED FORM MUST BE SENT WITH A MAP, PREPAYMENT CHECK(S), AND PROOF OF INSURANCE TO:
US-FLAGGING / 17641 SOUTH ASHLAND AVE. HOMEWOOD, IL 60430**

I agree to pay for flagging services as requested: _____

(SIGN AND PRINT NAME)



Engineering Progress

July 30, 2020

Canadian National
17641 South Ashland Avenue
Homewood, IL 60430

Attn: Joseph Wojcik
Permit Manager

Re: Comprehensive Water Improvements Phase II
Palmers Crossing and Irene Chapel
City of Hattiesburg
Permit No.: P-10911

Dear Mr. Wojcik:

We submitted a permit for Barkley Road in Hattiesburg several years ago. The permit was approved by CN, and the contractor was hired to install this line as well as others.

Enclosed please find a revised permit based on comments given for the above referenced project.

If you should have any questions or comments, please do not hesitate to contact us at your convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. Wallace', is written over a blue horizontal line.

Kyle D. Wallace, P.E.
Project Engineer

/md

Enclosures

INITIAL NOTIFICATION OF INTENT TO CONSTRUCT UTILITY CROSSING/ENCROACHMENT REQUIREMENTS AND INSTRUCTIONS

The Applicant shall submit a completed application for utility crossing engineering review to the appropriate contact shown in the "Pipeline/Wireline Crossing Contacts" Section (Section I). The application can be downloaded from Railroad's website but the application and all supporting documentation must be submitted to the Railroad via certified mail to the address shown on the application. Any application transmitted to Railroad other than by certified mail, or that does not include all requested information or required documentation will be considered incomplete. Railroad shall notify the applicant when Railroad receives an incomplete application but under no circumstances shall Railroad review an incomplete application. Repeat: no application will be reviewed until the application is complete. Unless otherwise advised by Railroad, all submittals necessary to complete a previously submitted incomplete application must also be submitted via certified mail. Any application which remains incomplete one (1) year after the date of the first notification of an incomplete submittal from Railroad will be discarded and a new application must be submitted, including a new application fee. All information and documentation contained in any application must meet the approval of the Railroad, in its sole discretion. Unless otherwise required by law, Railroad will respond to all applications in the order in which they are received. In no event shall any construction related activities be scheduled or conducted on Railroad's property until Railroad has issued its final approval of the application, a written agreement outlining the legal terms of the installation has been signed and flaggers have been secured.

An application shall include the following documents:

- ☐ A completed and signed application form also known as Initial Notification of Intent Form.
- ☐ A map with an aerial image of the location of where work will be performed, showing the work site as well as nearby streets or other landmarks close to the work location(s).
- ☐ A certificate of insurance meeting the requirements set forth in this packet (unless lower coverage requirements are prescribed by local law and signed off by CN Legal Department).
- ☐ **Six (6)** copies of complete **stamped** engineering plans which shall conform to the guidelines established by the American Railway Engineering and Maintenance of Way Association (AREMA), all applicable federal, state and local legal and professional requirements, CN standards and any additional requirements set forth in this packet. In the event of any conflict or inconsistency between the aforesaid guidelines, requirements and standards, the most stringent shall apply.
- ☐ The non-refundable application fee. Unless otherwise specified by law, the non-refundable application fee shall be **\$1,350.00, which is intended** to cover the cost of Railroad's review of the application and all required documentation and information. The Applicant will be charged an additional fee of **\$200** for each review after the initial review of the completed application due to inadequate or missing information or other failure by the Applicant to meet the requirements of Railroad. This fee shall be included with any revision sent. Any revision sent without the accompanying fee will be considered incomplete and will not be reviewed.

**INITIAL NOTIFICATION OF INTENT TO CONSTRUCT UTILITY CROSSING/ENCROACHMENT
REQUIREMENTS AND INSTRUCTIONS**

I. Pipeline/Wireline Utility Contacts

Utilities

Name: Joseph Wojcik
Address: CN
17641 S. Ashland Avenue
Homewood, IL 60430
Phone: (708) 332-4739
Email: Josephs.Wojcik@cn.ca

Flagging And/or Cable Locate

Name: Mary Ellen Carmody
Address: CN
24004 Vreeland Road
Flat Rock, MI 48134
Phone: (734) 783-4533
Email: MaryEllen.Carmody@cn.ca

INITIAL NOTIFICATION OF INTENT TO CONSTRUCT UTILITY CROSSING/ENCROACHMENT REQUIREMENTS AND INSTRUCTIONS

II. Scope

1. These specifications cover minimum requirements for pipelines installed on or adjacent to railway rights-of-way to carry liquid flammable products or highly volatile substances under pressure. Railroad reserves the right to increase the specifications based on physical conditions or other factors specific to the installation point, including but not limited to:
 - a. Track speed
 - b. Traffic density
 - c. Traffic sensitivity
 - d. Terrain conditions
 - e. Curvature and grade
 - f. Bridges and other structures
 - g. Pipe size, capacity and material carried
 - h. Environmental risks/damages

INITIAL NOTIFICATION OF INTENT TO CONSTRUCT UTILITY CROSSING/ENCROACHMENT REQUIREMENTS AND INSTRUCTIONS

III. Engineering Plan Requirements

1. A cover page including:
 - a. Include caption stating "Construction and maintenance to be in accordance with all applicable regulatory requirements and standards"
 - b. Contact name, address and phone number of Utility Owner
 - c. Professional Engineer's stamp, signature, and date
2. A plan view or site plan displaying:
 - a. A north arrow
 - b. Any tracks and railroad facilities
 - c. Railroad/roadway crossings
 - d. Railroad mileposts
 - e. Proposed utility crossing location
 - f. Location of proposed utility crossing in relation to a legal description or road allowance
 - g. Public Land Survey System (PLSS) Information (sections, quarter sections, etc.)
 - h. Right of way lines of railroad and labeled street or highway, if involved
 - i. Warning, utility markers that are proposed for the site in accordance with this document.
 - j. Indicate direction of flow and location of nearest shut off valves, if shutoff valves are required.
 - k. Indicate location and distance of nearest excavation from centerline of nearest track.
 - l. Location and methods of storage and disposal of excavated material. Excavated material should be stored to the back side of excavation with respect to the tracks unless this position creates an unsafe condition or a better location can be justified. All excavated material should be treated as contaminated with details provided for review unless known otherwise.
 - m. Excavation protection methods shall be shown for review. All excavations must be protected at all times and fenced in with reflective material or illuminated if left unattended.
3. A profile along the proposed crossing of actual situations showing:
 - a. Any tracks
 - b. The existing ground surface
 - c. The proposed utility
 - d. Depth of burial below base of rail, roadway surface, ditch bottom, and other points of interest to the top of utility (depth measured to casing pipe, if used)
 - e. Method of installation (i.e. boring, dry jack and bore, dry directional bore, etc.)
 - f. Indicate type and details of utility protection.
4. Show a detailed spec and cross-section of the pipe including:
 - a. Note and show if carrier pipe will be held clear of the casing pipe by supports. CN requires carrier & casing to be designed for cooper E-80 loading.
 - b. The type, wall thickness, and maximum test pressures of carrier and casing pipes must be listed on the plans. CN requires the AREMA standard listed in *Table 1-5-1*. Minimum Wall Thickness for Steel Casing Pipe for E80 Loading also found in Section A-2 of this document.
 - c. Indicate type of cathodic protection, if required for the type of construction. (See AREMA Section 5.2.3.3 *Cathodic Protection* for more information)
 - d. The ends of the casing shall be suitably sealed to the outside of the carrier pipe or casing vents shall be required.
 - e. Provide hoop stress calculation. See AREMA Sections 5.2.3 *Carrier Pipe* for more information.
 - f. Cross sections of the utility shall be perpendicular to the center line of the railroads tracks.

INITIAL NOTIFICATION OF INTENT TO CONSTRUCT UTILITY CROSSING/ENCROACHMENT REQUIREMENTS AND INSTRUCTIONS

- g. The location of the cross sections will be at:
 - i. Bore pit
 - ii. Receiving pit
 - iii. Intersection of utility and center line of any tracks
 - iv. Any other points of interest along the utility line
- 5. A detail of the proposed utility marker to be used on site showing all information to be displayed as well as all dimensions and materials.
- 6. Drawings must be to scale and have all dimensions shown. This includes but is not limited to:
 - a. Distance from each utility (encroachment) to the centerline of track, nearest road, crossing, bridge or other Railroad structures
 - b. Dimension width of CN right-of-way
 - c. Number of tracks proposed utility crossing will cross
 - d. Angle of proposed utility crossing
 - e. All existing and proposed signals and facilities with dimensions showing horizontal distance and depth to the proposed utility
- 7. All information regarding all seeding/surface restoration work shall be provided with the plans and conform to the local DOT specs.
- 8. Revised drawings shall be marked as revised (with revision date included) and state reason for revision. Each individual revision shall be called out in this manner. In addition, each page shall have a section near the title block with a list of revisions, where the revision version and date shall be marked in for any revision to that page.
- 9. **Professional Engineer's stamp, signature and date is required on all plans and submittals.**
- 10. Attachments to the plans as required in the following sections of this document may include but are not limited to:
 - a. Soil Boring Logs
 - b. Geotechnical Report
 - c. De-Watering Plan
 - d. Induction Interference Study
 - e. Vibration Monitoring Plan
 - f. Shoring Plan
 - g. Site Safety Action Plan
 - h. Emergency Action Plan
 - i. An estimated construction schedule and Gantt chart with field contact name and phone number.
 - j. Detailed Work Plan
 - k. Settlement Monitoring Plan
 - l. Construction Monitoring Plan

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IV. Above Ground Utility Requirements

1. General Above Ground Utility Requirements

- a. CN's operations are not to be impaired or affected by any utility work.
 - i. Flagging protection during construction will be required and may be expanded by local supervisors to include any work on, under, over, or near Railroad property.
- b. All employees of contractors not hired by CN that will work on, over, under or near CN property are required to have, at a minimum, safety certification with www.contractororientation.com and the railroad representative will be responsible for verifying and documenting said certifications.
 - i. Applicant must compile an Emergency Action Plan per OSHA which incorporates the proper Railroad contact information. Identify and list an adequate amount of properly trained employees to be able to enter CN property to respond to an emergency situation.
- c. On projects which have the potential to encroach or effect the operations to CN's property, it is required of the contractor to post informational documents at the jobsite for the benefit of the construction workers, CN personal, and the general public. The following required information is to be posted on a bulletin board. The bulletin board shall be weatherproof and watertight and be located in an area readily accessible to both CN and the general public.
 - i. Project overview: Including a general work description, job site location address, and approximate duration of the project
 - ii. Owner / Applicants Information
 - iii. Contractor's Designated points of contact: Including the Safety Officer, Superintendent, and 24 hour contact number
 - iv. Copies of reviewed drawings by CN
 - v. Copies of the Safety Action Plan
 - vi. Copies of approved permits
- d. All utilities must be a minimum of 15 ft horizontally away from any existing or planned CN signals and facilities, when practicable.
- e. Utilities shall not be placed within a culvert, under railroad bridges, nor closer than 300 feet to any portion of any railroad bridge, building, or other structure, except in special cases and be of special design as approved by the CN Chief Engineer or the designated representative.
- f. Must not be attached to a CN pole line or pole lines licensed to others except where specifically authorized.
- g. All poles extending in height above ground equal to or greater than the distance from pole to the edge of ties on the nearest track will be anchored and guyed against tipping toward track.
 - i. Guys will be guarded to a distance of 8' above ground line and the guards shall be orange in color.
- h. All clearances and safety provisions are subject to the National Electric Safety Code (American National Standard Institute) as well as any applicable National, State, and local codes, whichever is more restrictive.
- i. All overhead electrical utilities will require an induction interference study.
- j. During construction, the Applicant shall maintain positive drainage of Railroad property. After construction is completed, the Railroad's right-of-way shall be restored to its original condition and to the satisfaction of the Railroad. Any fencing removed to facilitate construction shall be restored.

INITIAL NOTIFICATION OF INTENT TO CONSTRUCT UTILITY CROSSING/ENCROACHMENT REQUIREMENTS AND INSTRUCTIONS

- k. All piers or poles shall be located off of CN right-of-way.
- l. Warning, utility markers shall be installed at any intersection of any utility and CN right-of-way, and on any pole on CN right-of-way.

2. Above Ground Utility Crossing Requirements

- a. Utilities crossing over any railroad track must have a minimum height measured at the lowest point of the utility to the top of rail:
 - i. Pipe/Pipe Bridge = 25 ft Min
 - a. Cable Supported Pipe Bridge = 50 ft
 - ii. Conveyors = 25 ft Min
 - iii. Fiber/Coaxial Cable = See Section A-3
 - iv. Electric Wire = See Section A-3
- b. Utilities shall be located, where practicable, to cross tracks at approximately right angles but must not cross at an angle less than 45 degrees.
 - i. Any utility crossing that is less than 45 degrees will be considered a longitudinal utility and may be subject to higher requirements as required by the CN Chief Engineer or the designated representative.
- c. If any new utilities are attached onto an existing structure, the existing structure must be analyzed to ensure it can withstand the new loading. If a re-design of the existing structure is required, this must be included with the plans.

3. Above Ground Longitudinal Utility Requirements

- a. All longitudinal utilities shall be placed towards the outer edge of the railroad right-of-way, except in special cases and be of special design as approved by the CN Chief Engineer or the designated representative.

INITIAL NOTIFICATION OF INTENT TO CONSTRUCT UTILITY CROSSING/ENCROACHMENT REQUIREMENTS AND INSTRUCTIONS

V. Underground Utility Requirements

If underground utility is greater in diameter than 10" including any casing protection, the requirements in the Section VI (immediately following this section) are required.

1. General Underground Utilities Requirements

- a. CN's operations are not to be impaired or affected by any utility work.
 - i. Flagging protection during construction will be required and may be expanded by local supervisors to include any work on, under, over, or near Railroad property.
- b. All employees of contractors not hired by CN that will work on, over, under or near CN property are required to have, at a minimum, safety certification with www.contractororientation.com and the railroad representative will be responsible for verifying and documenting said certifications.
 - i. Applicant must compile an Emergency Action Plan per OSHA which incorporates the proper Railroad contact information. Identify and list an adequate amount of properly trained employees to be able to enter CN property to respond to an emergency situation.
- c. On projects which have the potential to encroach or effect the operations to CN's property, it is required of the contractor to post informational documents at the jobsite for the benefit of the construction workers, CN personal, and the general public. The following required information is to be posted on a bulletin board. The bulletin board shall be weatherproof and watertight and be located in an area readily accessible to both CN and the general public.
 - i. Project overview: Including a general work description, job site location address, and approximate duration of the project
 - ii. Owner / Applicants Information
 - iii. Contractor's Designated points of contact: Including the Safety Officer, Superintendent, and 24 hour contact number
 - iv. Copies of reviewed drawings by CN
 - v. Copies of the Safety Action Plan
 - vi. Copies of approved permits
- d. Jacking or boring of corrugated metal pipe, cast iron pipe or pipe with flanges, bells or couplings will not be permitted.
- e. Casing may need to be extended to accommodate any proposed projects for Railroad as required by CN Chief Engineer or the designated representative.
- f. Soils investigation and a geotechnical report may be required.
- g. All underground utilities shall have an adequate casing for protection.
- h. Utilities shall not be placed within a culvert, under railroad bridges, nor closer than 100 feet to any portion of any railroad bridge, building, or other structure, except in special cases and be of special design as approved by the CN Chief Engineer or the designated representative.
- i. Restoration and backfill compaction should conform to a 95% Proctor test suitable for the soil type at the site and commence in lifts specified by the CN Chief Engineer or the designated representative.
- j. No excavation can be closer than 25' from the centerline of the nearest track.
- k. The zone of influence is as follows: Starting 15 feet from the centerline of nearest track at the base of rail, measured perpendicular to the track centerline, calculate a slope to the bottom of the proposed pipe at a 2H:1V slope. (See Section A-6)
 - i. If a 2H: 1V slope cannot be maintained or more restrictive conditions occur, approved shoring will be required. (See Section A-7)

INITIAL NOTIFICATION OF INTENT TO CONSTRUCT UTILITY CROSSING/ENCROACHMENT REQUIREMENTS AND INSTRUCTIONS

- ii. If shoring is required as stated above, a shoring plan designed to withstand E-80 loading shall be created, **stamped by a Professional Engineer**, and submitted to CN.
- iii. If the excavation is outside the zone of influence, then the excavation shall follow OSHA requirements.
- l. A dewatering plan shall be created, **stamped by a Professional Engineer**, and submitted to CN as required by the CN Chief Engineer or the designated representative.
- m. Dry Horizontal Directional Drilling (HDD) is only allowed.
 - i. Mud slurry directional bore will be allowed only with the use of vents.
 - ii. No wet directional drilling is allowed.
- n. Vibrations Requirements
 - i. If there are fiber optic cables buried within the ROW, the Contractor shall submit details on the type of equipment to be used for pile driving, and estimate the vibrations that will be induced at ground level during operation.
 - ii. The Contractor may be required to monitor vibrations levels during pile driving operations, for which the Contractor shall submit a procedure and the type of monitoring equipment to be used.
 - Induced vibrations shall be limited to a maximum peak particle velocity (PPV) of less than 3.5"/sec (measured in 3 mutually perpendicular directions taken at tie level / ground surface). And induced amplitude of movement shall be less than 1/128"
 - Vibrations undertaken within 150 ft of fiber optic cables, induced vibrations shall be limited to a maximum of PPV of less than 1.5"/sec
- o. During construction, the Applicant shall maintain positive drainage of Railroad property. After construction is completed, the Railroad's right-of-way shall be restored to its original condition and to the satisfaction of the Railroad. Any fencing removed to facilitate construction shall be restored.
- p. Additional Resources for Underground Utilities:

<http://www.undergroundfocus.com/onecalldir.php>
<http://www.ntdpc.com/>
<http://www.commongroundalliance.com>

Provides links and information on state calls for cable locates
National Telecommunications Damage Prevention Council
Common Ground Alliance

2. Underground Utility Crossing Requirements

- a. For all utility crossings the utility must be protected by a casing for the full width of CN's right-of-way or 50 ft whichever is greater.
 - i. All casing pipes shall be sloped not less than 0.3%.
 - ii. Pipelines carrying commodities in a gaseous state are not required to have a steel casing as long as the top of the utility is at least 10 ft below base of rail.
 - iii. Fiber optic utilities do not need a steel casing if the depth is 15 ft or greater below the base of rail.
- b. Directional boring will be allowed at the discretion of the Railroad.
 - i. If practicable, boring excavation must not exceed the outside diameter of the pipe.
 - Bore shall not be greater than 1" larger than the utility diameter
- c. Minimum depth of burial below:

INITIAL NOTIFICATION OF INTENT TO CONSTRUCT UTILITY CROSSING/ENCROACHMENT REQUIREMENTS AND INSTRUCTIONS

- i. Dry jack and Bore
 - Main Tracks Base of Rail = 6 ft
 - Industrial Tracks Base of Rail = 6 ft
 - Road Surface = 4 ft
 - Ditch Bottom = 5 ft
- ii. Uncased Utility
 - Main Tracks Base of Rail = 10 ft
 - Industrial Tracks Base of Rail = 10 ft
 - Road Surface = 6 ft
 - Ditch Bottom = 6 ft
- iii. Directional Bore
 - Main Tracks Base of Rail = 15 ft
 - Industrial Tracks Base of Rail = 15 ft
 - Road Surface = 5 ft
 - Ditch Bottom = 5 ft
- d. Any excavation must not be located on CN right-of-way or within a minimum of 50 ft from the centerline of track, whichever is greater.
- e. Warning, utility markers shall be installed at any intersection of any utility and CN right-of-way.
 - i. Marker should show accurate owner, contact, and CN Agreement Number.

3. Longitudinal Underground Utility Requirements

- a. Underground utilities laid longitudinally in railroad right-of-way shall be located as far as practicable from any tracks or other important structures.
- b. Longitudinal lines must be a minimum of 25 ft from the center line of track, or outside the track embankment section, whichever is greater.
- c. Uncased steel carrier pipe utilities laid longitudinally on the railroad right-of-way, 25 ft to 50 ft from the center line of the nearest rail shall be buried not less than 6 ft from the natural ground surface to the top of pipe. If distance is more than 50 ft from centerline of track, minimum cover shall be 5 ft.
 - i. At all locations on the right-of-way farther than 25 ft away from the centerline of the nearest track, the minimum natural ground cover for uncased steel natural gas pipes must be 6 ft.
- d. Plastic carrier pipes are not allowed for longitudinal utilities on CN right-of-way.
- e. Longitudinal underground utilities must be marked by a sign approved by the CN Chief Engineer or the designated representative every 500 ft, at every road crossing, streambed, other utility crossing, and at locations of major change in direction of the line.
 - i. Marker should show accurate owner, contact, and CN Agreement Number.

INITIAL NOTIFICATION OF INTENT TO CONSTRUCT UTILITY CROSSING/ENCROACHMENT REQUIREMENTS AND INSTRUCTIONS

VI. Additional Requirements for Underground Utilities with Diameter of 10 Inches or Greater (Including Casing)

1. Drawings shall be **stamped, signed, and dated** by a Professional Engineer licensed in the State where the work is being performed. CN reserves the right to prohibit a certain construction methodology, at its own discretion; however, CN shall not assume any responsibility for the suitability of the accepted method. Open cut methodology shall only be considered where other installation techniques are deemed impractical and where rail traffic volumes are low. Installations using water jet methods shall not be permitted.
2. Complete Subsurface Investigation
 - a. Boreholes are required at each end of the crossing and at each entry/exit pit with a maximum spacing between boreholes of 150 ft.
 - b. The boreholes shall be drilled to a depth of 20 ft below the proposed crossing depth or to 20 ft below the maximum feasible crossing depth if the proposed crossing depth has not yet been determined.
 - c. Soils samples shall be obtained at 3 ft intervals to a depth of 15 ft and also within the proposed utility horizon (i.e., from at least 7 ft or one pipe/casing diameter above the proposed utility obvert to at least 7 ft or one pipe/casing diameter below the proposed utility invert). At other depths, soil samples may be obtained at 5 ft intervals; No boreholes will be completed between ties or tracks in double track territory.
 - d. If bedrock is encountered at the proposed location, the bedrock will be cored to establish the competency and engineering characteristics of the bedrock. The bedrock shall be cored to at least 5 ft below the invert of the proposed crossing.
 - e. Soil classification testing (i.e., water content determination, Atterberg Limits testing and grain size distributions) shall be carried out on soil samples obtained from all major soil strata and on soil samples obtained from every layer that the proposed tunnel would intersect.
 - f. The stabilized groundwater elevation must be established by installation of piezometer/monitoring well(s); at least one piezometer/monitoring well must be maintained in operation and checked prior to construction to confirm the groundwater elevation.
3. Submit a **stamped** Geotechnical Report prepared by a Licensed Geotechnical Engineer with experience in trenchless technology. The Report shall include:
 - a. Comments and recommendations with respect to construction methodology
 - b. An estimate of the expected extent and magnitude of ground movement over time
 - c. Measures to be undertaken to preserve the safety of rail operations and the structural integrity of the track structure
 - d. A detailed proposal for ground surface and subsurface monitoring
 - e. Factual subsurface information with all field and laboratory test data
 - f. A description of the site and soil stratigraphy including results of soil classification testing
 - g. A plan of the proposed crossing with borehole/testing/installation locations
 - h. A summary of groundwater conditions encountered during the investigation including the observed groundwater levels within the boreholes and the presence of any perched water levels at the borehole locations
 - i. Anticipated settlements as well as an assessment of the anticipated settlement through configurations

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- j. A detailed monitoring plan to monitor any ground surface and subsurface movements during construction shall be provided. The Review and Alert (work stoppage) levels shall be provided
 - k. Submit a contingency plan and notification procedure to be implemented in the event of excessive/unexpected settlement or heave, and unforeseen changes in subsurface conditions, i.e. cobbles and boulders, raveling /flowing ground
4. Submit a Detailed Work Plan
- a. Details of the proposed methodology - the installation operations, methods of maintaining and adjusting line and grade, drilled/bored diameter, drill hole stabilization procedures, temporary dewatering measures and any mitigation procedures if sinkholes/settlement above the pipe occurs or excessive movement of the settlement monitors is observed.
 - b. The design of the crossing - length, diameter and thickness of the casing, elevations of the crossing invert at both ends, excavation shoring details and methods of dealing with cobbles/boulders and obstructions.
 - c. Provide additional details for specific installation methodologies as follows:
 - i. Jack and Bore: size and location of the auger head relative to the casing, estimated jacking thrust required, method of monitoring casing elevation, thrust block design calculations, record keeping system to document casing advance and jacking pressures, bulk heading, and grouting procedures. Bore head should not extend more than 1" ahead of the casing.
 - d. Pipe Ramming: length, diameter and thickness of the casing, details of the reinforcing ring used at the leading edge of the pipe
 - e. HDD; slurry pressure and mitigation measures for frac out if applicable. Vents shall be installed on each side of the track(s) to prevent frac-outs.
 - f. TBM: type of machine, methods of primary ground support, grouting between the casing, ribs and lagging (primary support) and the surrounding soil/rock
5. Submit a Settlement Monitoring Plan including:
- a. Summary of Proposed Settlement Monitoring
 - i. Geographical Location
 - ii. Number of Settlement Monitoring Probes
 - iii. Type of Probe & installation Method
 - iv. Expected Amount of Settlement (in)
 - v. Frequency of Monitoring
 - vi. Duration of Monitoring
 - b. Site Plan:
 - i. Site Plan
 - ii. Identify Probe Locations and Offset Distances to Nearest Rails
 - iii. Elevation of Top-of-Probes
 - c. Probe Detail Drawing:
 - i. Show section through Railroad Track Road Bed
 - ii. Existing Ground Line
 - iii. Depth of Bore
 - iv. Distance to Bottom-of-Probe to Top of Casing Pipe
 - v. Submit a dewatering plan.

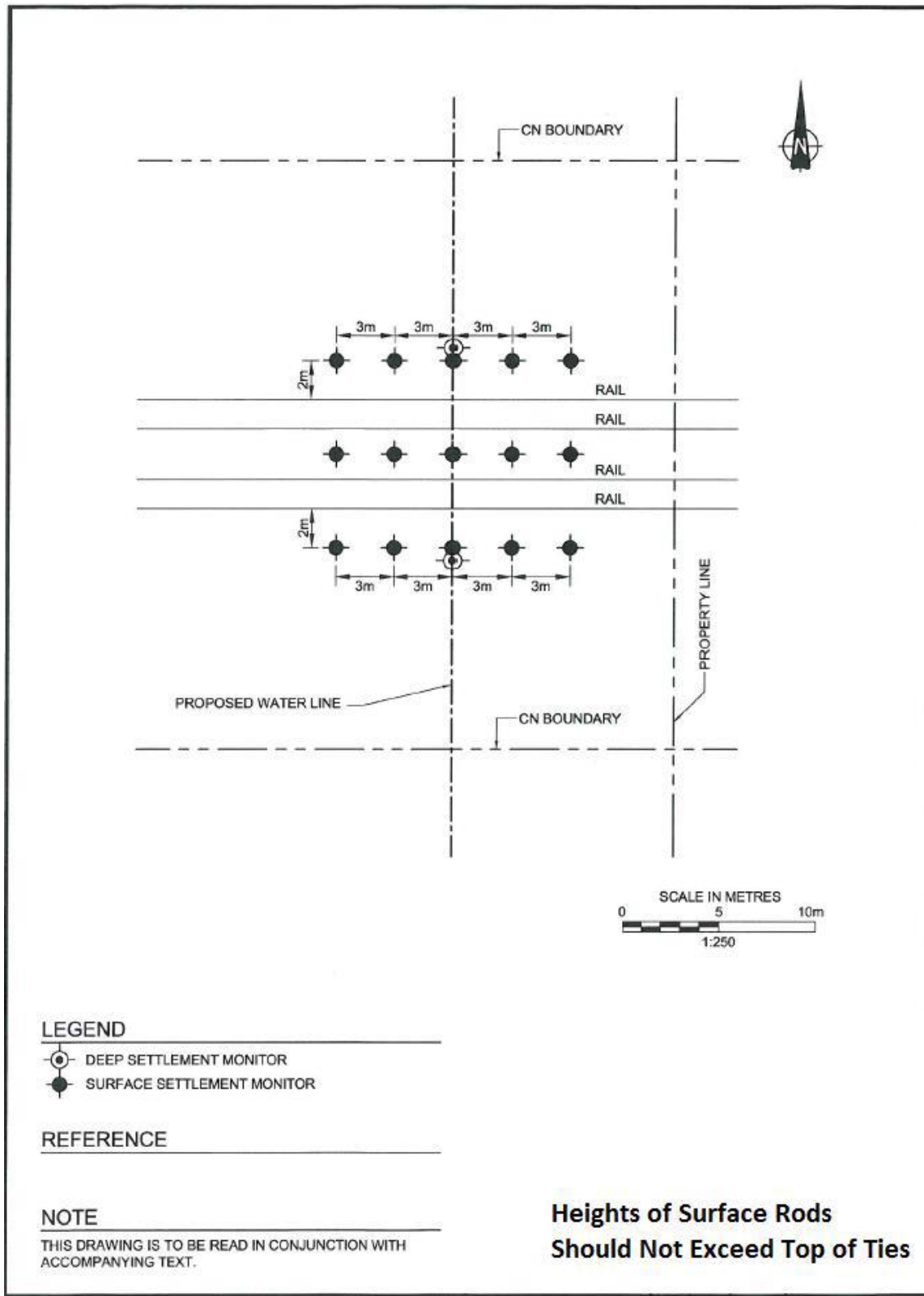
INITIAL NOTIFICATION OF INTENT TO CONSTRUCT UTILITY CROSSING/ENCROACHMENT REQUIREMENTS AND INSTRUCTIONS

6. Monitoring During Construction
 - a. Monitoring by a qualified geotechnical personnel and report to CN on a daily basis.
 - b. Installation in accordance with the Contractor's detailed work plan.
 - c. Over-excavation does not occur, and the liner / casing is installed tight to the excavation.
 - d. Report theoretical vs. actual volumes of spoils removed on per meter and total bases.
 - e. The excavation is fully supported until the liner / pipe installation is complete.
 - f. The bulkhead is installed at the end of every work shift or during any prolonged stoppage of work.
 - g. Voids are fully grouted to refusal immediately after the completion of liner / pipe installation. Report theoretical vs. actual volumes of grout pumped.
7. Reporting to CN during/post Construction
 - a. Progress of the contractor and pipe installation and what work was completed on that day,
 - b. A summary of the daily ground surface and subsurface movements showing a comparison to a baseline reading taken before the start of construction, settlements of greater than 3/8" shall be reported to CN immediately.
 - c. Any other geotechnical issues that may be of concern to CN.
 - d. Log of settlement survey results showing
 - i. Station
 - ii. Date and Elevation of Initial Readings
 - iii. Date and Elevation of Subsequent Readings
 - iv. Difference in Elevation
 - e. Submit ground surface and subsurface monitoring reports to CN on a daily basis, showing a comparison to baseline readings taken prior to the commencement of construction. Settlement of 3/16" is to be reported to CN immediately, and a settlement of 3/8" or greater the work is stopped until a resolution is achieved.
8. Provide, in writing, the name and phone number of the Applicant's qualified site inspector who will be on the job site on a full time basis for the duration of construction. Update prior to work beginning if there are any changes.

NO CONSTRUCTION OR ACCESS TO CN ROW WILL COMMENCE UNTIL AN AGREEMENT HAS BEEN ENTERED INTO BETWEEN CN AND THE UTILITY OWNER
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INITIAL NOTIFICATION OF INTENT TO CONSTRUCT UTILITY CROSSING/ENCROACHMENT REQUIREMENTS AND INSTRUCTIONS

A-1. Monitoring Points Requirements



**INITIAL NOTIFICATION OF INTENT TO CONSTRUCT UTILITY CROSSING/ENCROACHMENT
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A-2. Minimum Wall Thickness for Steel Casing Pipe for E80 Loading

Table 1-5-1. Minimum Wall Thickness for Steel Casing Pipe for E80 Loading

Nominal Diameter (inches)	When coated or cathodically protected Nominal Thickness (inches)	When not coated or cathodically protected Nominal Thickness (inches)
12-3/4 and under	0.188	0.188
14	0.188	0.250
16	0.219	0.281
18	0.250	0.312
20 and 22	0.281	0.344
24	0.312	0.375
26	0.344	0.406
28	0.375	0.438
30	0.406	0.469
32	0.438	0.500
34 and 36	0.469	0.531
38	0.500	0.562
40	0.531	0.594
42	0.562	0.625
44 and 46	0.594	0.656
48	0.625	0.688
50	0.656	0.719
52	0.688	0.750
54	0.719	0.781
56 and 58	0.750	0.812
60	0.781	0.844
62	0.812	0.875
64	0.844	0.906
66 and 68	0.875	0.938
70	0.906	0.969
72	0.938	1.000

**INITIAL NOTIFICATION OF INTENT TO CONSTRUCT UTILITY CROSSING/ENCROACHMENT
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A-3. Overhead Wireline Clearance Chart

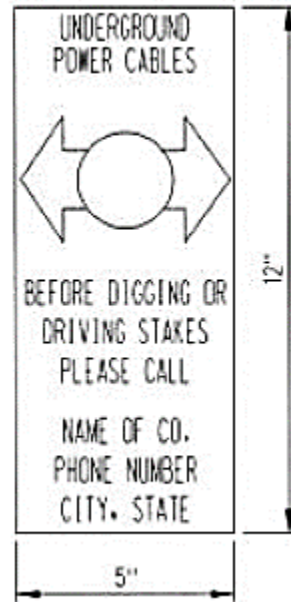
FORMULA: .5" increase for every 1,000 volts in excess of 50 KV
 6" increase for every 12,000 volts in excess of 50 KV

Voltage (to ground)	Minimum Clearance Required above top Of rail	Minimum Clearance (Including Static Wires) Required above Communication and Signal Lines
0 to 750	27'0"	4'0"
8,700	28'0"	4'0"
15,000	28'0"	6'0"
50,000	30'0"	6'0"
74,000	31'0"	7'0"
98,000	32'0"	8'0"
122,000	33'0"	9'0"
146,000	34'0"	10'0"
170,000	35'0"	11'0"
194,000	36'0"	12'0"
218,000	37'0"	13'0"
242,000	38'0"	14'0"
266,000	39'0"	15'0"
290,000	40'0"	16'0"
THESE CLEARANCES ARE TO INCLUDE ALL TRACKS OPERATED AS MAIN TRACKS, SIDINGS, AND OTHER AUXILIARY TRACKAGE.		

**INITIAL NOTIFICATION OF INTENT TO CONSTRUCT UTILITY CROSSING/ENCROACHMENT
REQUIREMENTS AND INSTRUCTIONS**

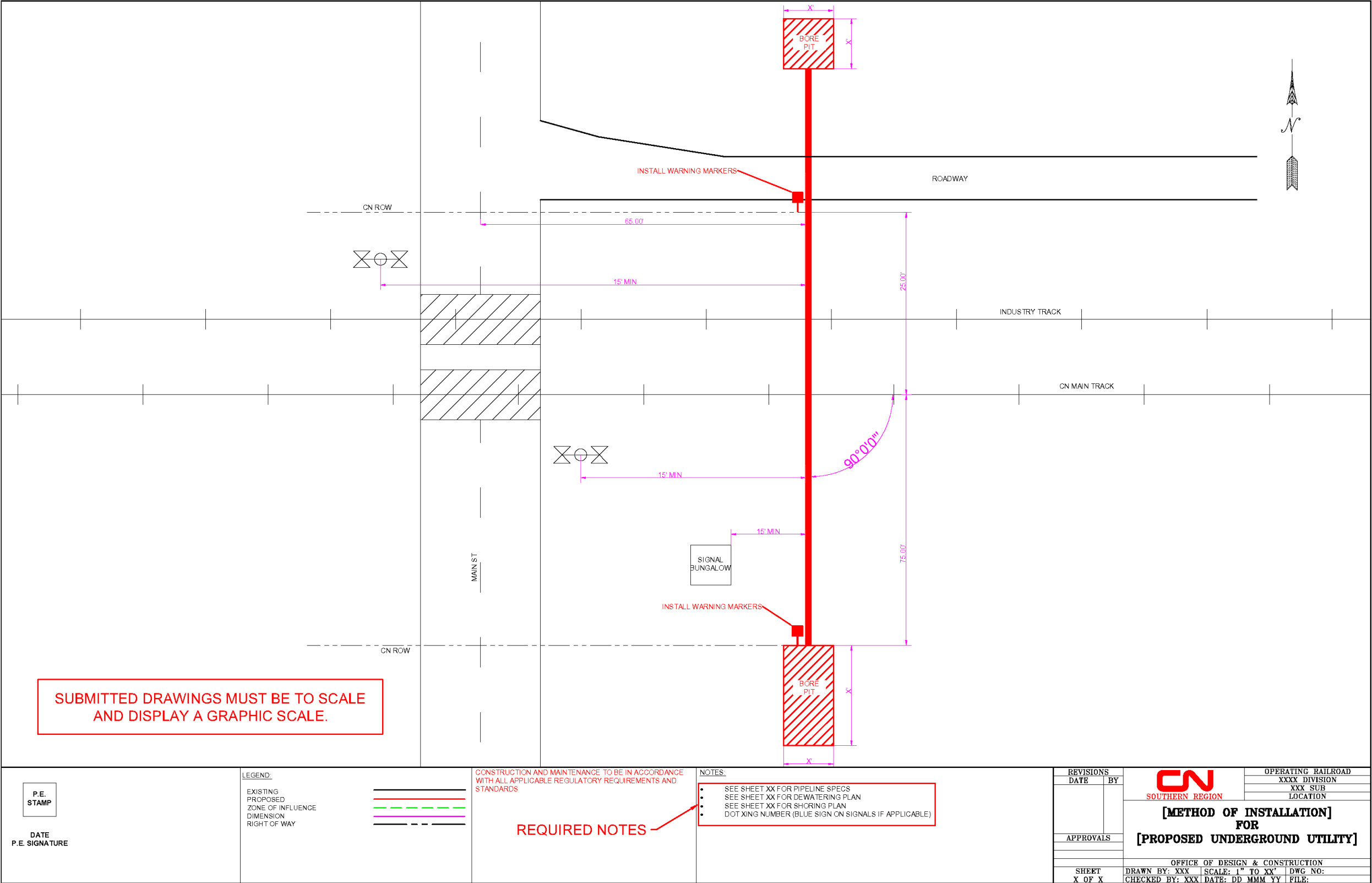
A-4. Marking of Utilities on Railroad Right-of-Way

CABLE ROUTE MUST BE MARKED AT EDGE OF RIGHT OF WAY WHERE CABLE ENTERS OR LEAVES RAILROAD PROPERTY. IN CASES OF PARALLEL CABLE ROUTE, SIGNS AS INDICATED IN FIGURE 1 ON THIS EXHIBIT WILL BE PLACED APPROXIMATELY EVERY 200 FEET. SIGNS TO BE OF A PERMANENT VERTICAL TYPE, NOT SMALLER THAN 5 INCHES WIDE BY 12 INCHES HEIGHT. YELLOW BACKGROUND WITH BOLD BLACK LETTERING. SIGNS TO BE MOUNTED ON METAL POSTS OR AS OTHERWISE AGREED TO AT A HEIGHT OF 3 FEET ABOVE GROUND LEVEL.



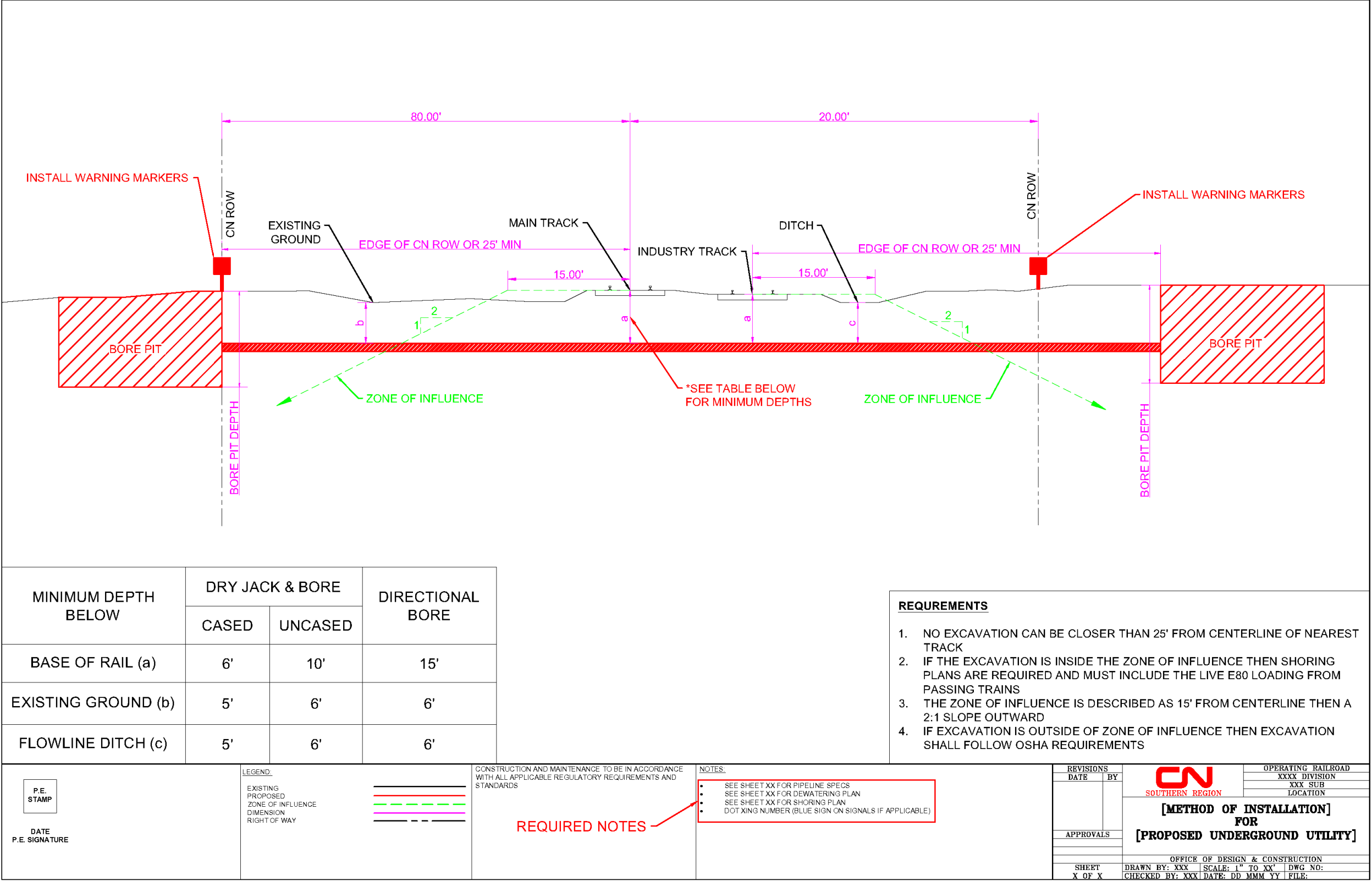
INITIAL NOTIFICATION OF INTENT TO CONSTRUCT UTILITY CROSSING/ENCROACHMENT
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A-5. Example Plan View



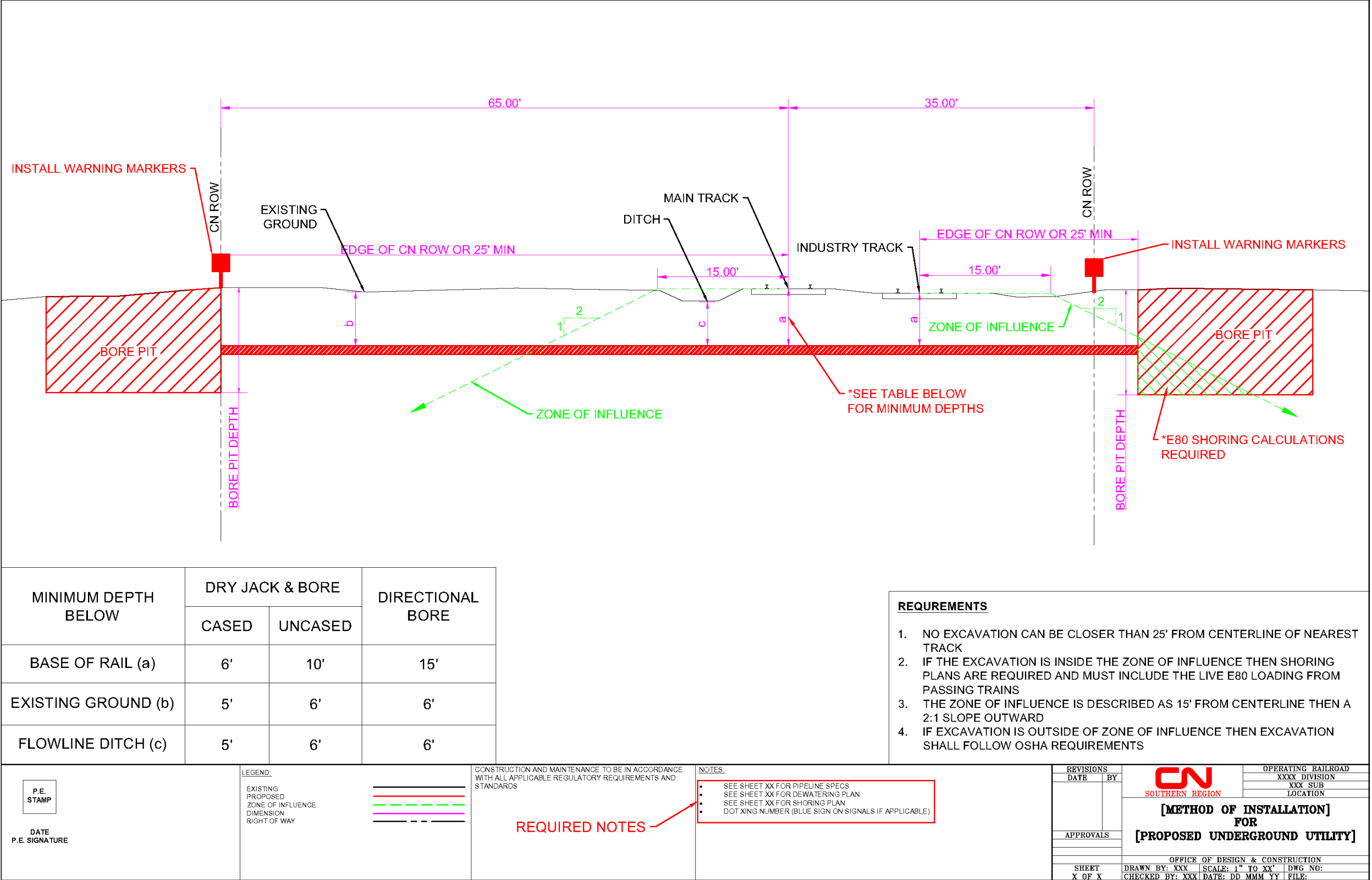
INITIAL NOTIFICATION OF INTENT TO CONSTRUCT UTILITY CROSSING/ENCROACHMENT
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A-6. Example Profile 1



INITIAL NOTIFICATION OF INTENT TO CONSTRUCT UTILITY CROSSING/ENCROACHMENT
REQUIREMENTS AND INSTRUCTIONS

A-7. Example Profile 2 – Requires Shoring



INITIAL NOTIFICATION OF INTENT TO CONSTRUCT UTILITY CROSSING/ENCROACHMENT

Complete this form and return it along with a non-refundable preparation fee of \$1350 made out to CN.

Date: 7-30-2020

1. Owner/Applicant Information

A. Name: City of Hattiesburg
B. Address: PO Box 1898 Hattiesburg, MS 39403-1898
C. Authorized Representative: Lamar Rutland, PE
D. Title: City Engineer
E. Phone Number: 601.545.4640 F. Fax Number: _____
G. Email Address: lrutland@hattiesburgms.com

2. Engineer/Consultant Information

A. Name: Shows, Dearman & Waits, Inc - Consulting Engineers
B. Address: 301 2nd Ave, Hattiesburg, MS 39401
C. Authorized Representative: Kyle Wallace, P.E.
D. Title: Vice President - Project Engineer
E. Phone Number: 601.544.1821 F. Fax Number: _____
G. Email Address: kyle@sd-w.com

3. Location Description (Attach a Copy of a Sketch Showing Location)

A. SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 23, Township 4 North, Range 13 West
B. Nearest Public Road Crossing Name: Barkley Road
C. Nearest Public Road Crossing DOT Number: _____
(Number on Blue Sign at Crossing, e.g. 123456L)
D. City / Village / Township: Hattiesburg
(Circle One)
E. County: Forrest F. State: MS
G. Pipeline Location – Railroad Mile Post: 92 plus 2,933 ft
(Start Railroad Mile Post of Segment if Longitudinal)
H. Pipeline Location – Railroad Mile Post: 92 plus 2,933 ft
(End Railroad Mile Post of Segment if Longitudinal)
I. Latitude: 31.288379°, Longitude: 89.264997°

Kyle Wallace

Name of Submitter



Signature

601.544.1821

Telephone #

7-30-2020

Date

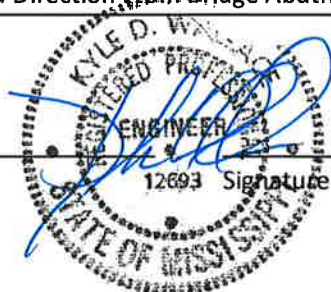
**INITIAL NOTIFICATION OF INTENT TO CONSTRUCT UTILITY CROSSING/ENCROACHMENT
WIRE/FIBER/CABLE CONSTRUCTION INFORMATION**

4. Indicate Type of Utility/Facility A. Power Line _____ B. Telephone _____ • Fiber Optic _____ • Copper Pair _____ C. Cable TV _____ • Fiber Optic _____ • Coaxial _____ D. Other <u>Water</u>	5. Desired Method of Installation/Construction A. Underground <u>X</u> B. Overhead _____ C. Crossing _____ D. Longitudinal _____ E. Copper Pairs _____ • # of Wires _____ F. Fiber Optic _____ • # of Strands _____ G. Other _____
--	--

6. Wire/Cable Data A. Number of Poles/Towers on Property B. Number of Guys/Anchors on Property C. Cross arm Overhang D. Maximum Voltage E. Number of Wires/Cables/Pairs/Strands (circle one) F. Depth of Top of Wire/Cable/Casing below base of Rail or Top of Ground G. Clearance Over Railroad Company's Wires H. Clearance Over Railroad Company's Tracks I. Casing Length (Property Line to Property Line) J. Size & Kind of Pipe or Duct K. Method: How is Pipe or Duct to be installed under the track (dry bore & jack, directional, tunnel, other – specify) L. Size and Type of Wire/Cable M. Insulated N. Bare/Open Wire O. Stranded P. Solid Q. Angle of Crossing R. Length of Span Crossing Tracks (unsupported length if above tracks)	n/a n/a n/a ft n/a n/a 8.5 ft n/a ft n/a ft 140 ft 20" Steel Dry bore and jack n/a n/a n/a n/a n/a 51 deg n/a ft
---	---

7. Location References and Clearances of Facility (Encroachment) A. Width of Public Road (crossing track) B. Distance From Each Facility (Encroachment) to Center Line of Main Track C. Distance From Each Facility (Encroachment) to Center Line of any Adjacent Track D. Side Clearance from Railroad Company's Wire to Nearest Pole/Tower E. Distance and Direction From Bridge Abutment, Culvert, Switch, Road Crossing, etc.	24 ft n/a ft n/a ft n/a ft 0 ft
---	---

Kyle Wallace
Name of Submitter



601.544.1821
Telephone #

7-30-2020
Date

**INITIAL NOTIFICATION OF INTENT TO CONSTRUCT PIPE CROSSING/ENCROACHMENT
PIPE CONSTRUCTION INFORMATION**

8. Commodity to be transmitted in pipe: Water
(Steam, air, water, gasoline or other petroleum products, chemical-specify: natural or artificial gas. If sewer, identify as to force or gravity line, sanitary, storm or chemical waste – specify)

9. Pipe Data

	CARRIER PIPE	CASING PIPE
A. Inside Diameter:	<u>14.222"</u>	<u>19"</u>
B. Outside Diameter:	<u>16"</u>	<u>20"</u>
C. Wall Thickness:	<u>1.778"</u>	<u>0.375"</u>
D. Pipe Material:	<u>HDPE</u>	<u>Steel</u>
E. Specification/Grade or class:	<u>DR-11</u>	<u>Class 350</u>
F. Min. Yield Point of Material		<u>35 ksi</u>
G. Process of Manufacture		
H. Name of Manufacturer		
I. Type of Joint	<u>Heat Fusion</u>	<u>welded</u>
J. Working Pressure	<u>160 PSI</u>	<u>350 psi</u>
K. Maximum operating pressure (by gauge)		<u>60</u> psi
L. Length of Casing pipe:	<u>140</u>	ft
M. Casing pipe/uncased carrier pipe cathodically protected?		<u>Y / N</u>
N. Hydrostatic pressure carrier pipe test pressure	<u>150</u>	psi
O. Will casing pipe be vented?		<u>Y / N</u>
P. Pipe Vent Size:	<u>n/a</u>	in
Q. Will casing pipe/uncased carrier pipe have a protective coating?		<u>Y / N</u>
R. Protective Coating Type	<u>n/a</u>	
S. Depth of top of casing or uncased carrier pipe below base of rail or top of ground. (Minimum at closest point)	<u>10.0</u>	ft
T. Method of installing casing pipe /uncased carrier pipe (Dry bore & jack, directional, tunnel, other – specify)	<u>Dry bore and jack</u>	
U. Depth of pipe below the ground. (not beneath tracks)	<u>8</u>	ft
V. Depth of pipe below ditches.	<u>8</u>	ft
W. Distance from centerline of track to face of jacking/receiving pits.	<u>70' LT, 70' RT</u>	ft
X. Depth from base of rail to bottom of jacking /receiving pits.	<u>12</u>	ft

Kyle Wallace

Name of Submitter



Signature

601.544.1821

Telephone #

7-30-2020

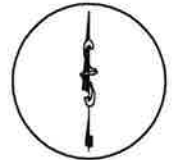
Date

RAILROAD PERMIT

Sheet No.: 1 of 11

Permit No.: _____

REVISIONS			
APPLICANT		CN RAILROAD	
DATE	BY	DATE	BY
05/02/17	BT		
05/15/20	BT		
07/29/20	RES		



Show North
1" = 600'

RANGE 13 WEST

CITY OF HATTIESBURG, MS

UTILITY OWNER INFORMATION:

ALAN HOWE, DIRECTOR OF WATER
AND SEWER
CITY OF HATTIESBURG WATER AND
SEWER DEPARTMENT
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530

CONSTRUCTION/ MAINTENANCE NOTE:

CONSTRUCTION AND MAINTENANCE
TO BE IN ACCORDANCE WITH ALL
APPLICABLE REGULATORY
REQUIREMENTS AND STANDARDS.



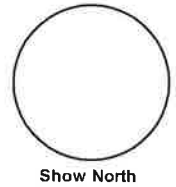
**ILLINOIS CENTRAL RAILROAD PIPE BORE:
2,347' SOUTH OF MP #93
COVER SHEET**

RAILROAD PERMIT

Sheet No.: 2 of 11

Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
05/02/17	BT		
05/15/20	BT		
07/29/20	RES		



GENERAL NOTES:

1. RAILROAD REPRESENTATIVE AND FLAGMAN SHALL BE PRESENT DURING ALL CONSTRUCTION CROSSING THE RAILROAD.
2. EXCAVATION SHALL NOT BE PERMITTED INSIDE RAILROAD RIGHT-OF-WAY.
3. CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS OF THE RAILROADS PIPELINE OCCUPANCY SPECIFICATIONS.
4. PIPELINE AND CROSSING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE LATEST APPROVED EDITION OF THE AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION SPECIFICATIONS FOR PIPELINES CONVEYING FLAMMABLE AND NON-FLAMMABLE SUBSTANCES.
5. BLASTING NOT PERMITTED.
6. WHERE THE WATER MAIN IS WITHIN 10 FEET OF A SEWER MAIN HORIZONTALLY, THE BOTTOM OF THE WATER MAIN SHALL BE AT LEAST 18" FROM THE TOP OF THE SEWER MAIN, UNLESS OTHERWISE NOTED.
7. WORK FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING WHAT BRACING, SHORING OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.

ABBREVIATIONS LEGEND:

BLDG	- BUILDING
BTM	- BOTTOM
CL	- CENTERLINE
CONC	- CONCRETE
DI	- DUCTILE IRON PIPE
EOP	- EDGE OF PAVEMENT
EXIST	- EXISTING
HDPE	- HIGH DENSITY POLYETHYLENE
LF	- LINEAR FEET
PL	- PROPERTY LINE
RCP	- REINFORCED CONCRETE PIPE
REQ'D	- REQUIRED
ROW	- RIGHT OF WAY
RR	- RAILROAD
W/	- WITH
XING	- CROSSING

LINETYPE & SYMBOLS LEGEND:

---	- CENTERLINE
+++++	- RAILROAD (EXIST)
---	- APPARENT MDOT RIGHT-OF-WAY
—○—	- FENCE (EXIST)
—P—P—P—	- OVERHEAD UTILITY LINES (EXIST)
—>—	- POLE GUY WIRE (EXIST)
—P—	- PROPERTY LINE (EXIST)
~~~~~	- TREE LINE (EXIST)
---	- DITCH (EXIST)
●	- UTILITY POLE (EXIST)
---W---	- WATER LINE (EXIST)
WM	- WATER METER (EXIST)
WV	- WATER VALVE (EXIST)
WV	- WATER VALVE (REQ'D)
---W---	- WATER LINE (REQ'D)

## ILLINOIS CENTRAL RAILROAD PIPE BORE LEGEND & ABBREVIATIONS



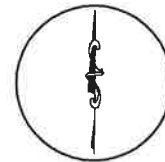


# RAILROAD PERMIT

Sheet No.: 3 of 11

Permit No.: _____

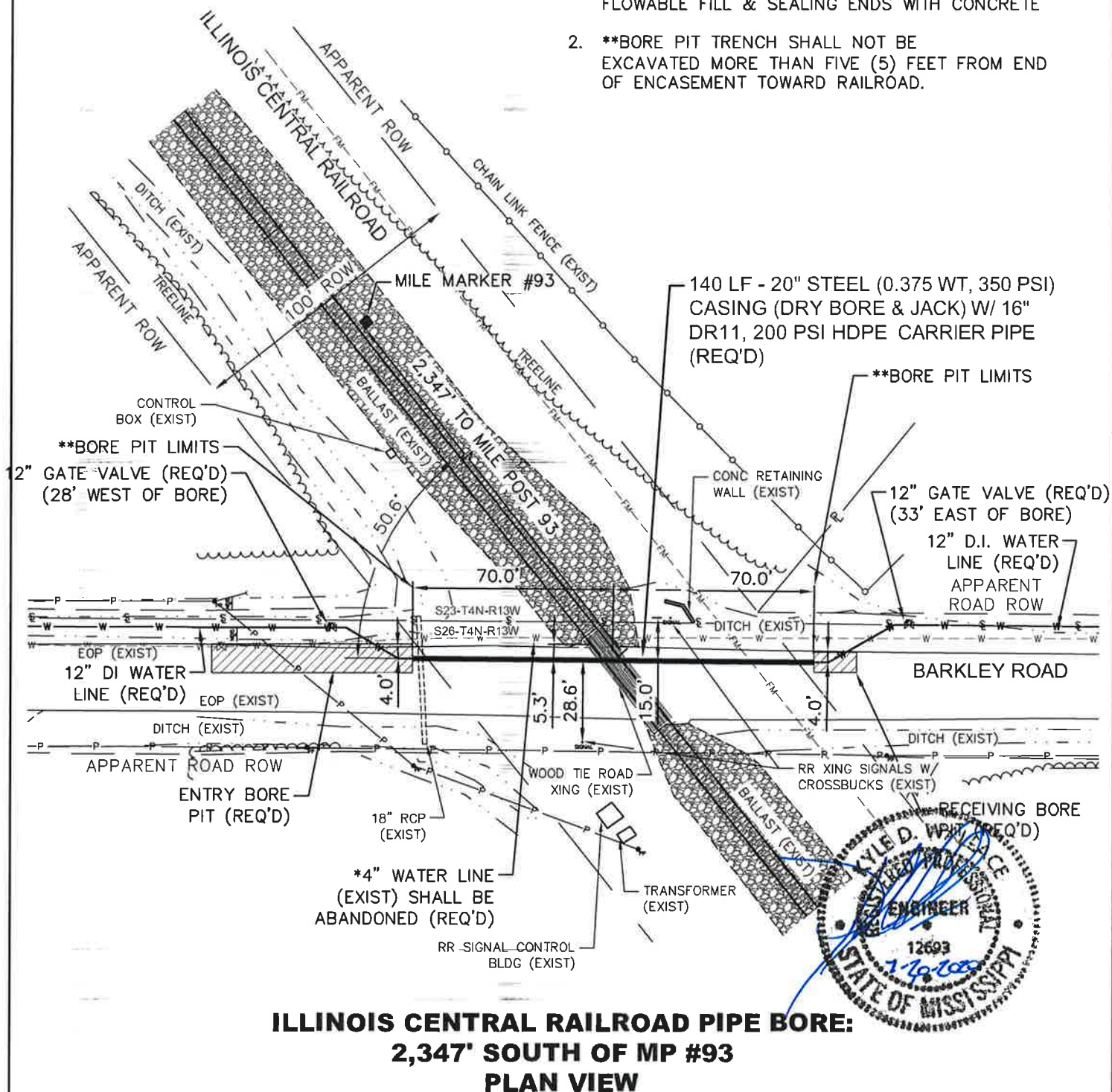
REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
05/02/17	BT		
05/15/20	BT		
07/29/20	RES		



SCALE: 1" = 50'

## NOTES:

1. *140'± OF EXIST 4" WATER LINE (INSIDE RR ROW) SHALL BE ABANDONED IN PLACE, WHICH SHALL INCLUDE PUMPING EXIST WATER LINE WITH FLOWABLE FILL & SEALING ENDS WITH CONCRETE
2. **BORE PIT TRENCH SHALL NOT BE EXCAVATED MORE THAN FIVE (5) FEET FROM END OF ENCASEMENT TOWARD RAILROAD.

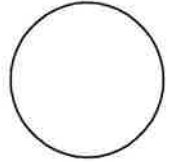


# RAILROAD PERMIT

Sheet No.: 4 of 11

Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
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05/15/20	BT		
07/29/20	RES		

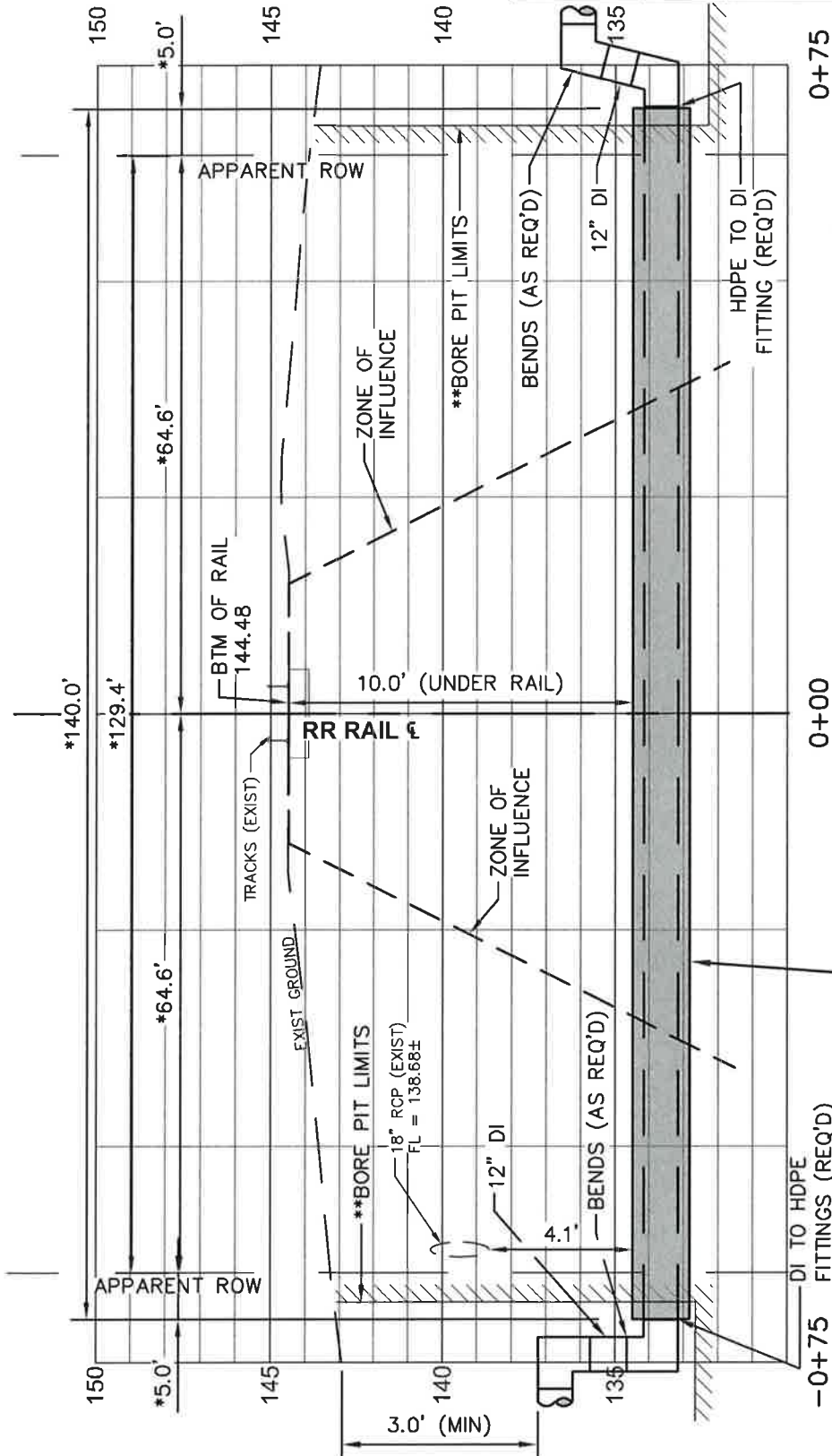


Show North

SCALE:  
HORIZ.: 1" = 20'  
VERT.: 1" = 5'

## NOTES:

1. *AS MEASURED ALONG SECTION
2. **BORE PIT TRENCH SHALL NOT BE EXCAVATED MORE THAN FIVE (5) FEET FROM END OF ENCASEMENT TOWARD RAILROAD.



140 LF - 20" STEEL (0.375 WT, 350 PSI)  
ENCASEMENT (DRY BORE & JACK) W/ 16"  
DR11, 200 PSI HDPE CARRIER PIPE (REQ'D)



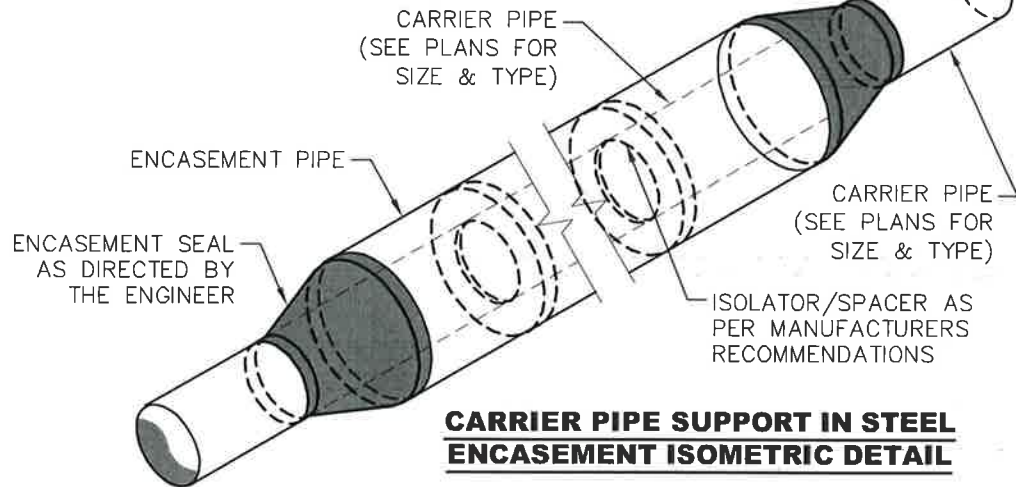
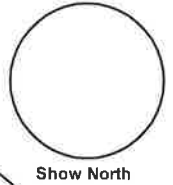
**ILLINOIS CENTRAL  
RAILROAD PIPE BORE:  
PROFILE**

# RAILROAD PERMIT

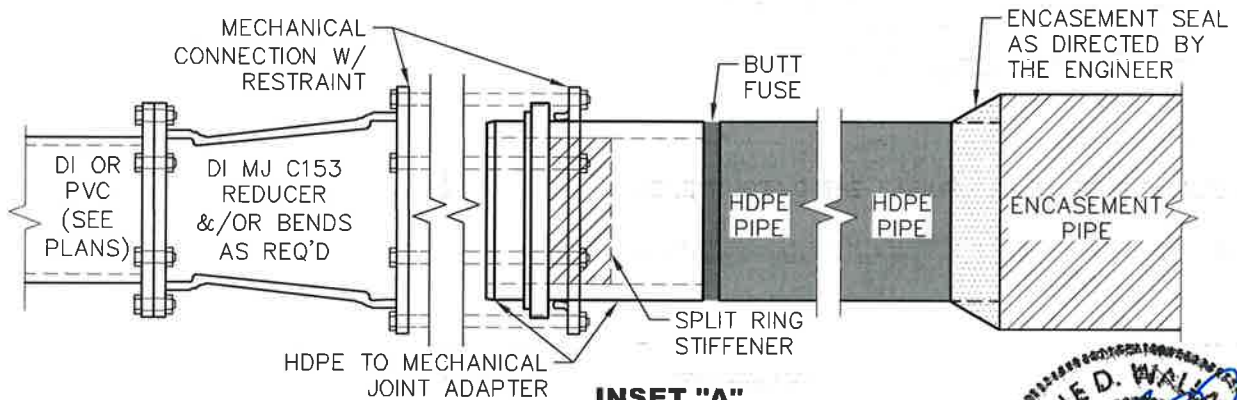
Sheet No.: 5 of 11

Permit No.: _____

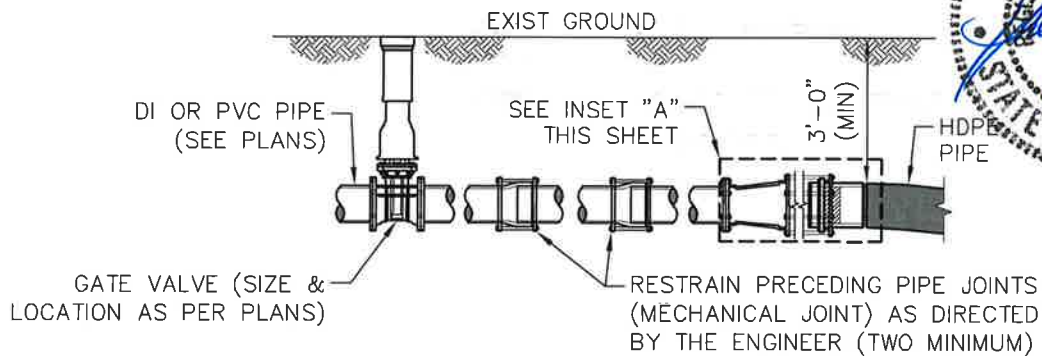
REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
05/02/17	BT		
05/15/20	BT		
07/29/20	RES		



**CARRIER PIPE SUPPORT IN STEEL  
ENCASEMENT ISOMETRIC DETAIL**



**INSET "A"**



**HDPE TO PVC OR DI PIPE CONNECTION DETAIL**



## ILLINOIS CENTRAL RAILROAD PIPE BORE: BORE DETAILS

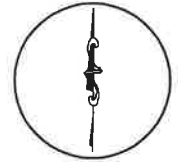


# RAILROAD PERMIT

Sheet No.: 6 of 11

Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
05/02/17	BT		
05/15/20	BT		
07/29/20	RES		

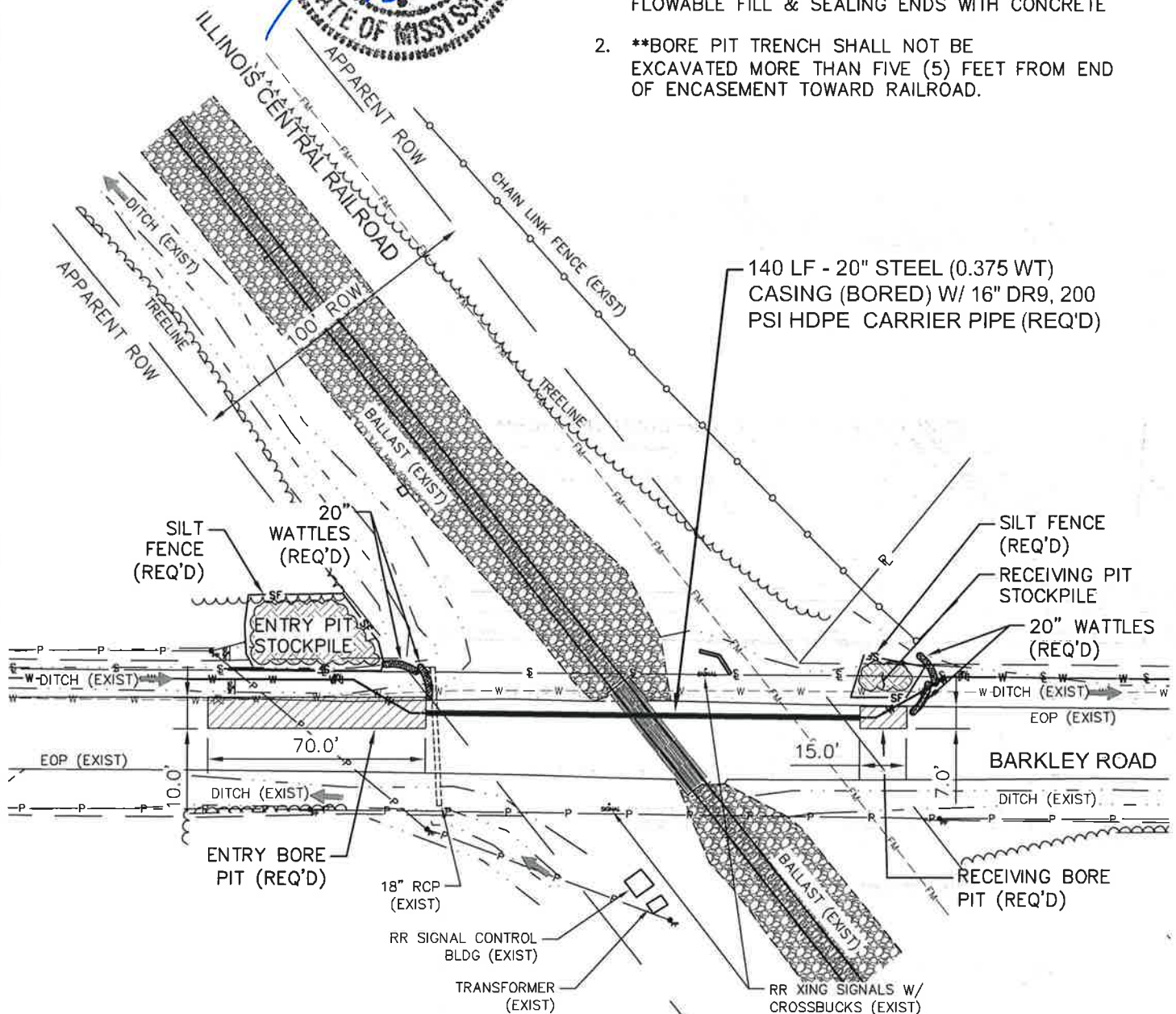


SCALE: 1" = 50'



## NOTES:

1. *140'± OF EXIST 4" WATER LINE (INSIDE RR ROW) SHALL BE ABANDONED IN PLACE, WHICH SHALL INCLUDE PUMPING EXIST WATER LINE WITH FLOWABLE FILL & SEALING ENDS WITH CONCRETE
2. **BORE PIT TRENCH SHALL NOT BE EXCAVATED MORE THAN FIVE (5) FEET FROM END OF ENCASEMENT TOWARD RAILROAD.



## ILLINOIS CENTRAL RAILROAD PIPE BORE: STORMWATER POLLUTION PREVENTION PLAN

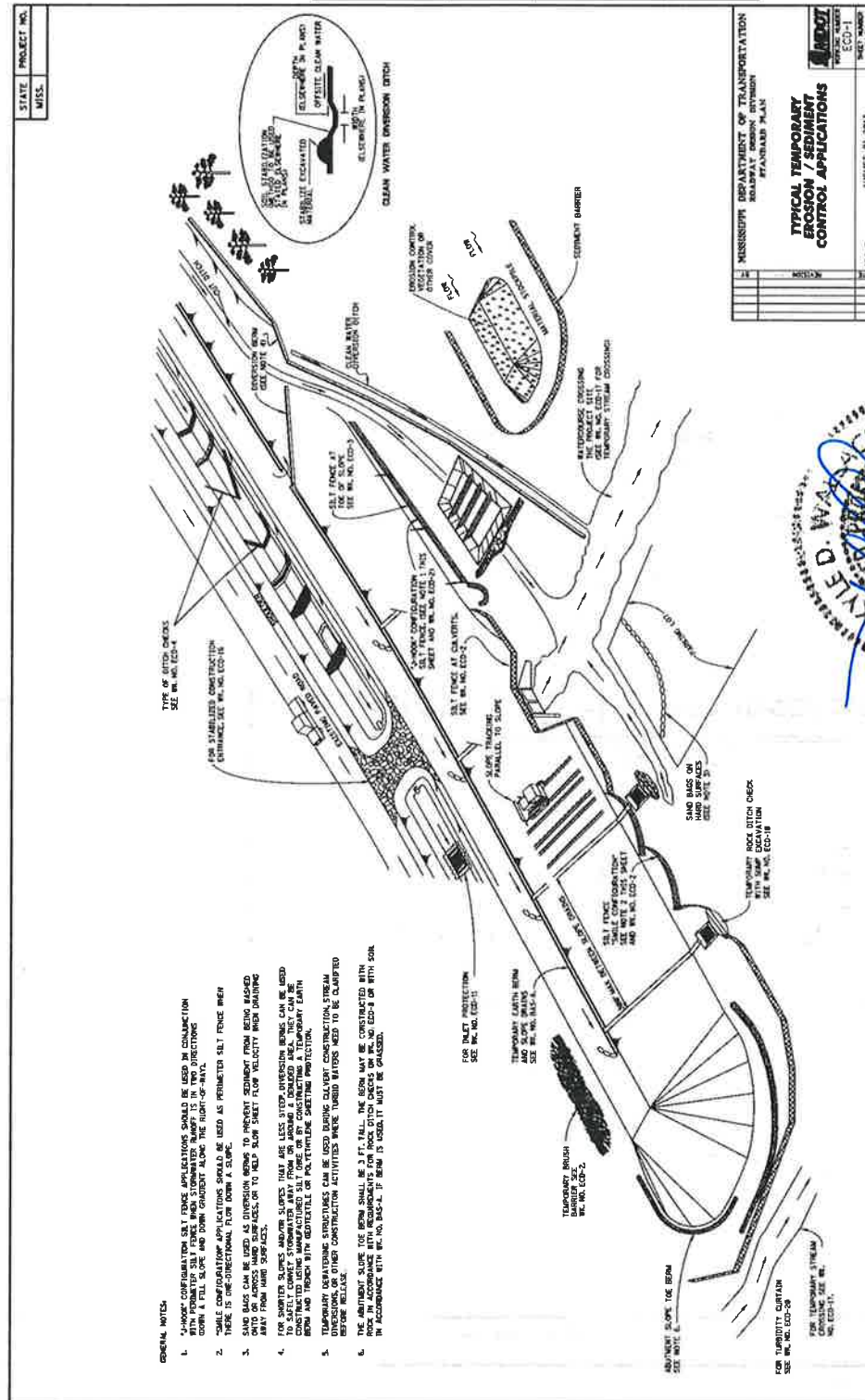
# RAILROAD PERMIT

Sheet No.: 7 of 11

Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
05/02/17	BT		
05/15/20	BT		
07/29/20	RES		

Show North  
SCALE: NONE



## ILLINOIS CENTRAL RAILROAD PIPE BORE: MDOT STANDARD - TYPICAL TEMPORARY EROSION CONTROL APPLICATIONS

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
05/02/17	BT		
05/15/20	BT		
07/29/20	RES		

Permit No.: _____

[illegible]

**ILLINOIS CENTRAL RAILROAD PIPE BORE:  
MDOT STANDARD - TYPICAL TEMPORARY SILT FENCE INSTALLATION**

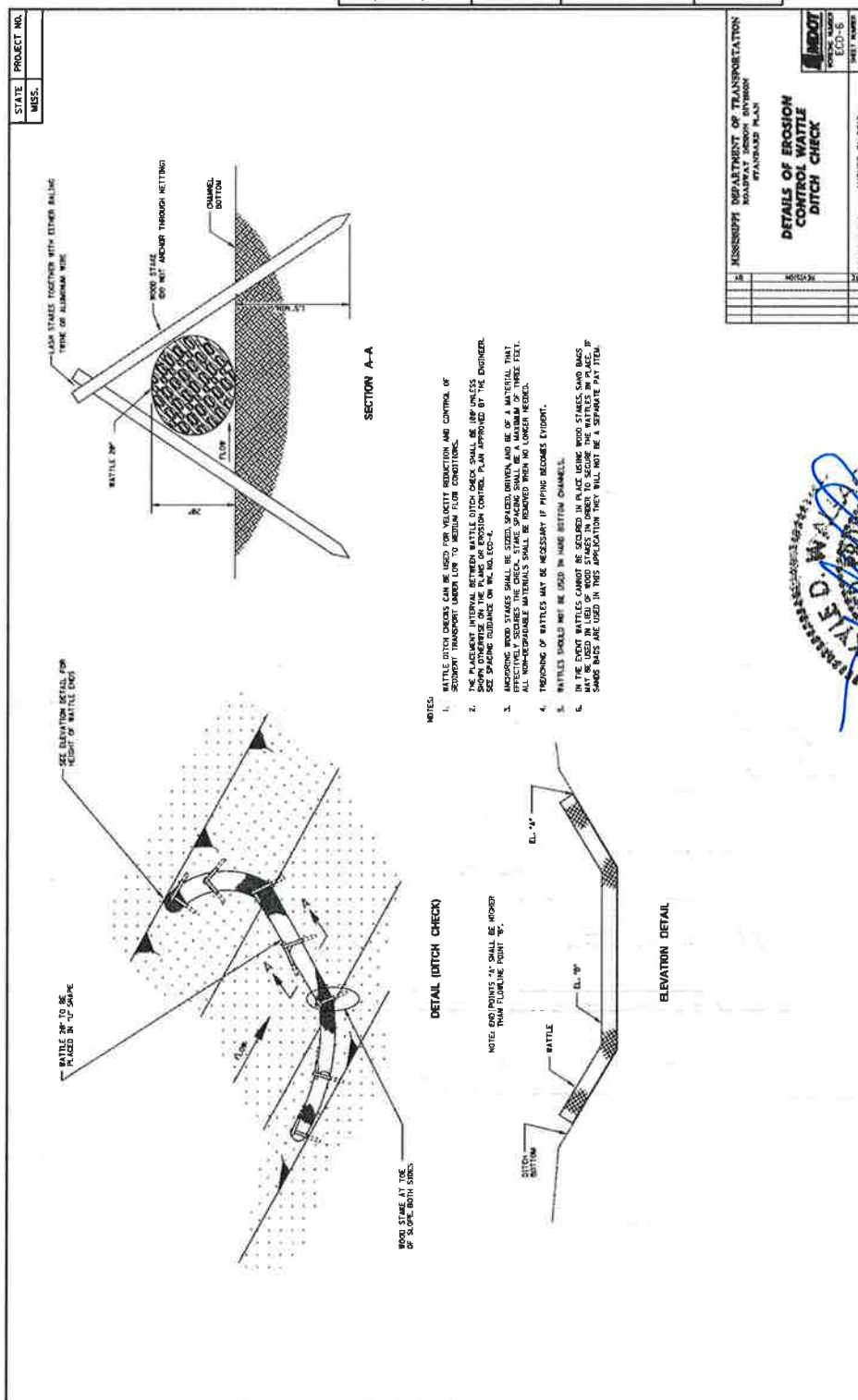
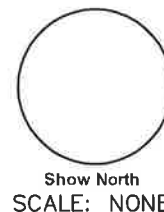


# RAILROAD PERMIT

Sheet No.: 9 of 11

Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
05/02/17	BT		
05/15/20	BT		
07/29/20	RES		



**ILLINOIS CENTRAL RAILROAD PIPE BORE:  
MDOT STANDARD - TYPICAL TEMPORARY WATTLE INSTALLATION**

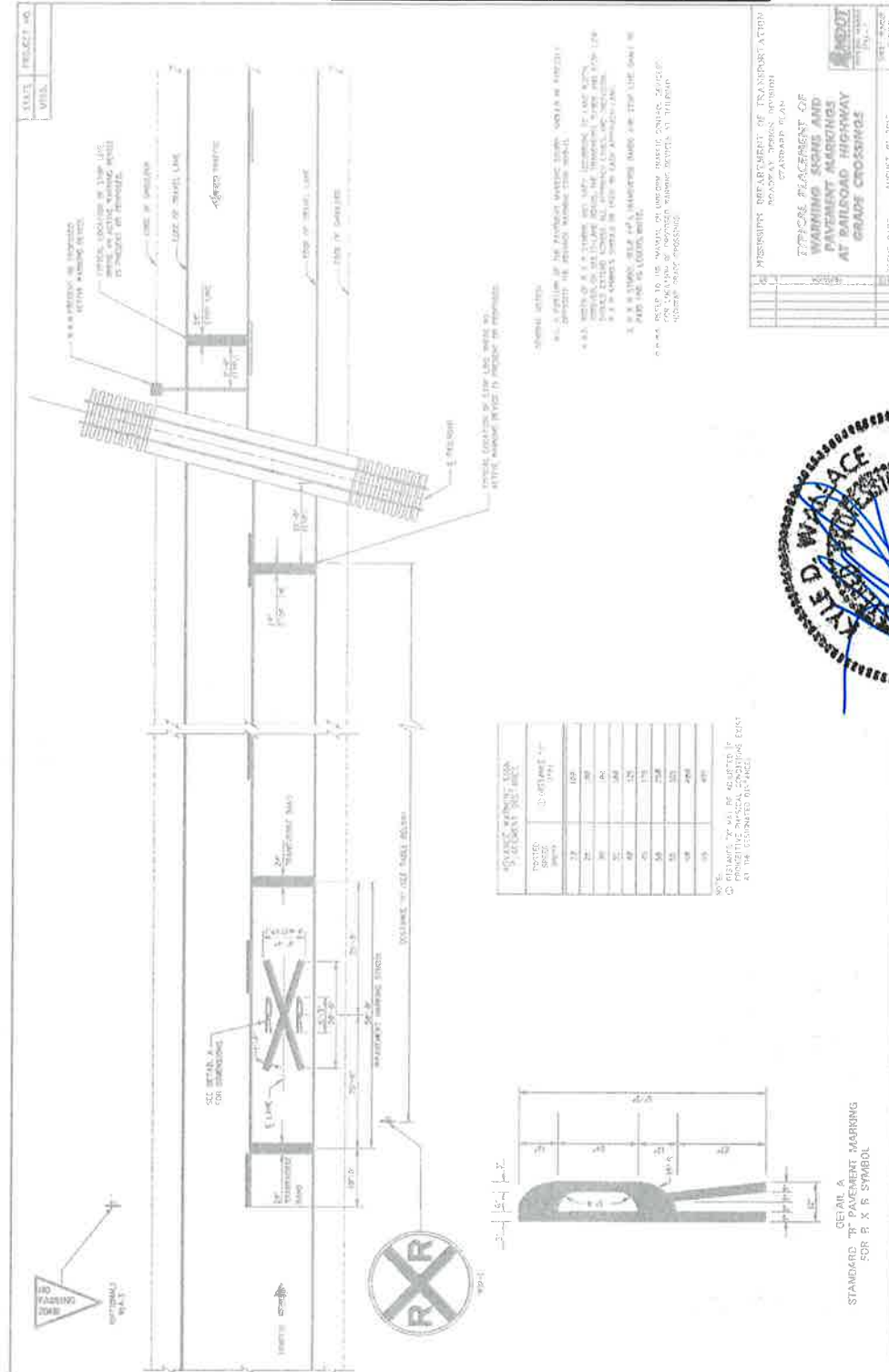
# RAILROAD PERMIT

Sheet No.: 10 of 11

Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
05/02/17	BT		
05/15/20	BT		
07/29/20	RES		

Show North  
SCALE: NONE



## ILLINOIS CENTRAL RAILROAD PIPE BORE: MDOT STANDARD - SIGNING AND STRIPING DETAILS



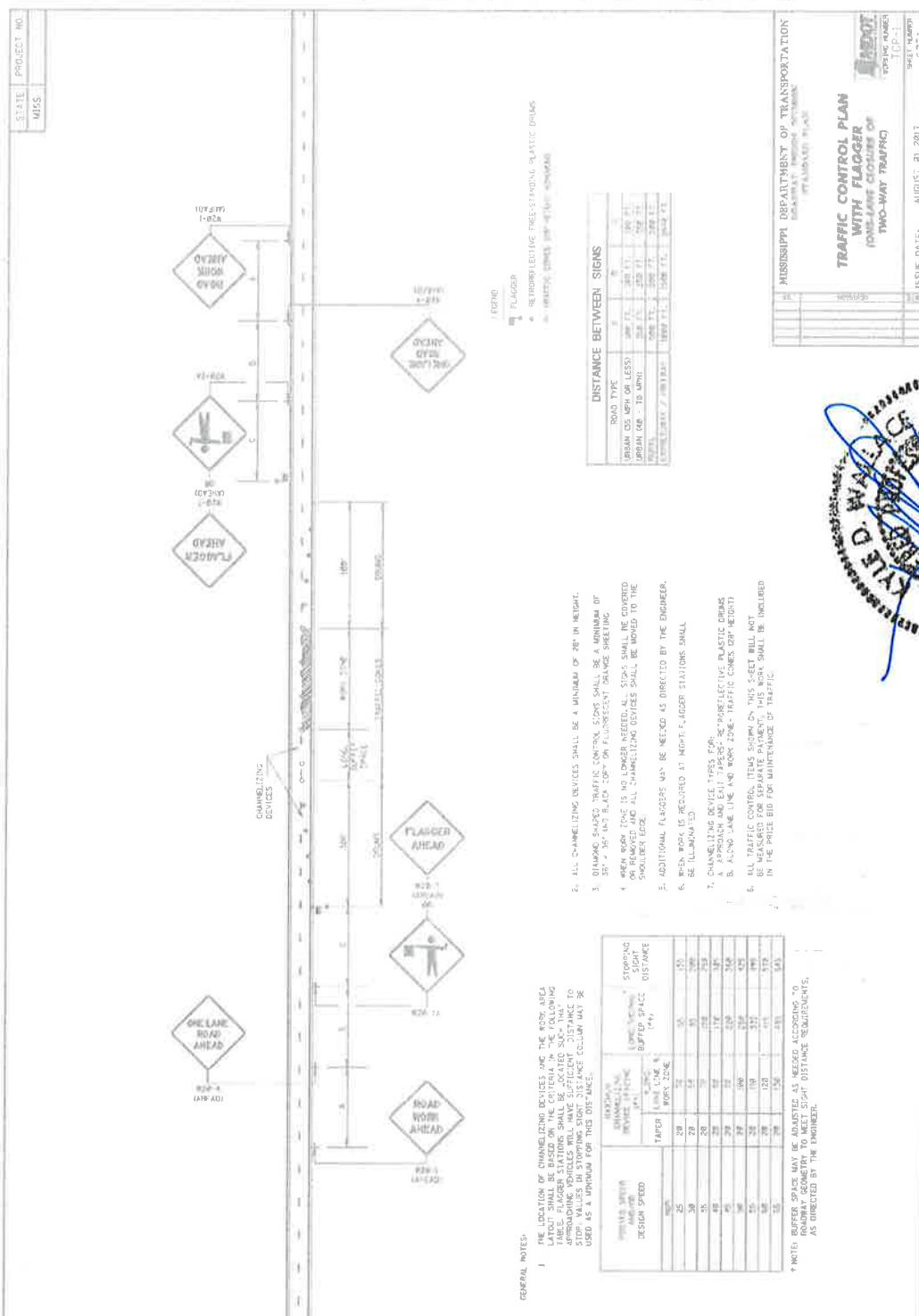
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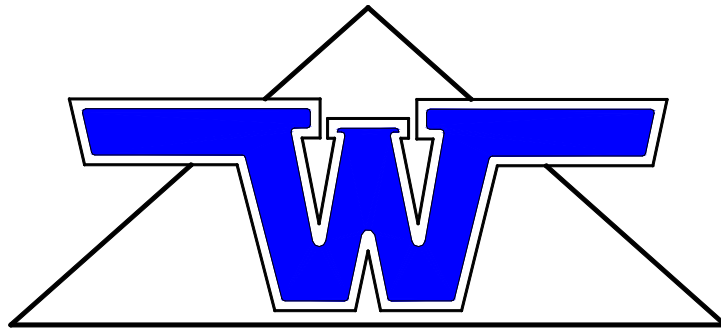
Sheet No. 11 of 11

Permit No. _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
05/02/17	BT		
05/15/20	BT		
07/29/20	RES		

Show North  
SCALE: NONE





W Geotechnical and Testing, Inc.

301 Central Avenue East

Wiggins, MS 39577

Phone: 601-928-9099

Fax: 601-928-5984

Email: [hwilliams@wgeotechnical.com](mailto:hwilliams@wgeotechnical.com)

## **REPORT OF GEOTECHNICAL EXPLORATION**

**BARKLEY ROAD RAILROAD CROSSING  
HATTIESBURG, MISSISSIPPI**

**FOR**

**MR. KYLE D. WALLACE, PE  
SHOWS DEARMAN & WAITS, INC.**

**JULY 23, 2020**

# *W GEOTECHNICAL AND TESTING, INC.*

301 Central Avenue East  
Wiggins, MS 39577  
Phone (601) 928-9099



104 N. 12th Avenue  
Hattiesburg, MS 39401  
Phone (601) 544-8378

July 23, 2020

Kyle D. Wallace, P.E.  
Project Engineer  
Shows Dearman & Waits Inc. (SDW)  
301 2nd Ave.  
Hattiesburg, MS 39401  
(p) 601.544.1821  
(f) 601.544.0501  
[kyle@sd-w.com](mailto:kyle@sd-w.com)

RE: Report of Geotechnical Exploration  
Barkley Road Railroad Crossing – Hattiesburg, MS

W Geotechnical Project No. G-3238

Dear Mr. Wallace:

Thank you for retaining W Geotechnical and Testing, Inc. to complete a geotechnical exploration for the above referenced site. The results of the subsurface exploration, along with boring logs, and our engineering report are attached to this letter.

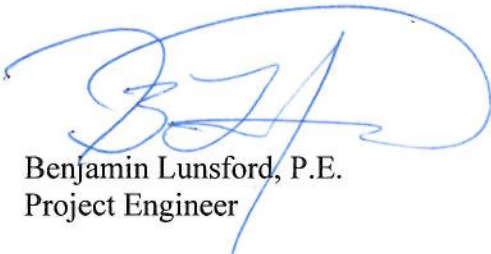
To explore the subsurface conditions at this site, a total of two (2) Standard Penetration Test (SPT) borings were performed to depths of 30 feet below the existing ground surface at approximately each end of the proposed horizontal bore.

In general, poor soil conditions were encountered on this site for the proposed bore. Clean to silty sands were encountered within the vicinity of the planned railroad bore below approximately 10 feet from the ground surface. The depth of the planned bore is also below the water table, which was encountered near 8.5 feet from the ground surface. Particular attention should be paid to the drilling mud consistency when boring at this site, and all drilling should be cased. With proper drilling mud consistency, the bore should be able to be performed without any subsidence of the tracks or underlying soils. For more information and settlement monitoring recommendations, please see the appropriate sections of this report.

Thank you for the opportunity to provide geotechnical engineering services on this project. Should you have questions regarding our findings or need additional consultations, please do not hesitate to contact our office.

Respectfully,

**W Geotechnical and Testing, Inc. represented by:**



Benjamin Lunsford, P.E.  
Project Engineer



7/23/20

Heath S. Williams, P.E.  
Principal Engineer  
MS Registration No. 17702

**REPORT OF GEOTECHNICAL EXPLORATION  
BARKLEY ROAD RAILROAD CROSSING  
HATTIESBURG, MS**

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## **INTRODUCTION**

### **General**

This report presents the results of our geotechnical exploration findings and our geotechnical recommendations for the proposed underground horizontal bore beneath an existing railroad located in Hattiesburg, Mississippi.

### **Project Information**

The information presented in this section is based on information provided and our own site reconnaissance. The site is located on Barkley Road, approximately a half mile west of Old Hwy 49 in Hattiesburg, Mississippi. The approximate GPS coordinates of the site are 31.288471°, -89.271622°.

We understand that the proposed project will consist of the installation of a new water line for the City of Hattiesburg at Barkley Road. The installation is planned adjacent to and in the right-of-way to the north of Barkley Road. Typical horizontal boring techniques are anticipated. At the time of our fieldwork, the site was a cleared right-of-way with light vegetation.

If any of the information presented is incorrect or has changed, please advise W Geotechnical and Testing, Inc. to allow us to reevaluate our recommendations in the light of changes in the present project concept.

### **Purposes of Exploration**

The purposes of this exploration were to explore the soil and groundwater conditions at the site and to identify any foreseeable special geotechnical considerations needed for the proposed development. We accomplished the purposes of the study by:

1. Performing a general site reconnaissance,
2. Drilling borings to explore the subsurface soil and groundwater conditions,
3. Performing laboratory tests on selected representative soil samples from the borings to evaluate pertinent engineering properties,
4. Evaluating the field and laboratory data to develop appropriate engineering considerations.

## **FIELD & LABORATORY EXPLORATION**

### **Field Exploration**

To explore the subsurface conditions at this site, a total of two (2) Standard Penetration Test (SPT) borings were performed to depths of 30 feet below the existing ground surface at approximately each end of the proposed horizontal bore. Boring locations were determined in the field by a W Geotechnical representative who measured distances and estimated right angles from existing site features. The boring locations should be considered approximate, and boring elevations should be considered from the ground surface elevation at the time of our fieldwork on July 7, 2020.

The soil test borings were performed with a truck mounted drill rig, which utilized continuous flight solid stem augers to advance the boreholes. Representative soil samples were obtained by means of the split-barrel sampling procedure in general accordance with ASTM Specification D-1586 using an automated drive hammer. In this procedure, a 2-inch O.D., split-barrel sampler is driven into the soil a distance of 18-24 inches by a 140-pound hammer falling 30 inches. The number of blows required to drive the sampler through a 12-inch interval (Blows Per Foot – bpf) is termed the Standard Penetration Test (SPT) N-value and is indicated for each sample on the boring logs. This value can be used as a qualitative indication of the in-place relative density of cohesionless soils. In a less reliable way, it also indicates the consistency of cohesive soils.

The drill crew maintained a field log of the soils encountered in the borings. After recovery, each sample was removed from the sampler and visually classified. Representative portions of each sample were then sealed and brought to our laboratory in Wiggins, Mississippi for further visual examination and laboratory testing.

### **Laboratory Testing Program**

Representative soil samples were selected and tested in our laboratory to check visual classifications and to determine pertinent engineering properties. The laboratory testing program included visual classifications of all soil samples. Natural moisture contents, Atterberg Limits and sieve analyses of selected samples were also performed. The laboratory test results are presented on the laboratory test summary sheet in the appendix.

An experienced geotechnical engineer classified each soil sample on the basis of texture and plasticity in accordance with the Unified Soil Classification System. The group symbols for each soil type are indicated in parentheses following the soil descriptions on the boring logs. The geotechnical engineer grouped the various soil types into the major zones noted on the boring logs. The stratification lines designating the interfaces between earth materials on the boring logs and profiles are approximate; in-situ, the transitions may be gradual.

The soil samples will be retained in our laboratory for a period of 60 days, after which, the samples will be discarded unless other instructions are provided.

## **SUBSURFACE CONDITIONS**

### **Soil Conditions**

Data from the soil test borings are included in the Appendix. The subsurface conditions discussed in the following paragraphs and those shown on the boring logs represent an estimate of the subsurface conditions based on interpretation of the boring data using normally accepted geotechnical engineering judgments. We note that the transition between different soil strata is usually less distinct than those shown on the boring logs. Subsurface conditions in unexplored locations may vary somewhat from those reported herein.

The borings performed for this exploration generally encountered Silty Sand, Sandy Clay, and Sand. These strata are generalized in the following paragraphs. For more specific information refer to the boring logs in the appendix.

### Silty Sand

Material described as silty sand was encountered in the upper regions of the borings from just beneath the surface to depths ranging from 3 to 13 feet below the existing ground surface. This material was very loose to medium dense in consistency with SPT n-values in the 3 to 16 bpf range.

### Sandy Clay

Material described as sandy clay was encountered in the upper regions of the borings at depths ranging from approximately 3 to 8 feet below the existing ground surface. This material was soft to very stiff in consistency with SPT n-values in the 3 to 17 bpf range.

### Sand

Material described sand was encountered in the deeper regions of the borings below 8 to 13 feet from the existing ground surface. This material was loose to dense in consistency with SPT n-values in the 9 to 36 bpf range.

## **Groundwater Conditions**

Groundwater was observed near 8.5 feet from the ground surface at the time of drilling and approximately 2.5 hours after drilling. A piezometer was installed at the site to allow groundwater monitoring prior to boring. Observations for groundwater were made during sampling and upon completion of the drilling operations at each boring location. Visual observation of the soil samples retrieved during the drilling exploration can often be used in evaluating the groundwater conditions. Variations in the location of the long-term water table may occur as a result of changes in precipitation, evaporation, surface water runoff, and other factors not immediately apparent at the time of this exploration.

## **ANALYSIS AND RECOMMENDATIONS**

### **General**

The following geotechnical recommendations are based on our observations at the site, interpretation of the field data obtained during the exploration, laboratory test results, and our experience with similar subsurface conditions.

### **Borehole Recommendations**

In general, poor soils were encountered on this site for the proposed bore. The sandy soils may not have enough fines present to maintain good borehole integrity. Groundwater was observed above the anticipated depth of the bore. Care should be taken in the sand with less than 12% passing the #200 sieve. This material is susceptible to borehole collapse. We recommend that the boring is drilled with casing. Drilling fluids should be mixed to a consistency to ensure that borehole integrity is maintained. Dewatering and side wall support will likely be required for the bore pit excavations.



### **Settlement Monitoring**

We recommend a settlement monitoring system be in place to ensure the rails of each track do not settle due to the bore. This system should consist of a minimum one point marked directly on each track above the bore, a set of points marked on each track on each side of the bore spaced at 5, 10, and 20 feet from the bore in each direction. These points should be surveyed prior to the bore as a baseline, monitored during the bore to indicate if settlement is occurring, and at the conclusion of the bore and installation to document if any settlement has occurred.

### **CLOSING**

This report has been prepared in accordance with generally accepted geotechnical engineering practice. No other warranty is expressed or implied. The evaluations and recommendations presented in this report are based on the available project information, as well as on the results of the exploration. W Geotechnical and Testing, Inc. should be given the opportunity to review the final drawings and site plans for this project to determine if changes to the recommendations outlined in this report are needed. Should the nature of the project change, these recommendations should be reevaluated. No third party is given permission to rely on this report or data without the express written consent of W Geotechnical and Testing, Inc.

We recommend that the construction activities be observed by a qualified geotechnical engineer to provide the necessary overview and to check the suitability of the subgrade soils for supporting the footings. We would be pleased to provide an estimated cost for these services at the appropriate time.

## **APPENDIX**



# LEGEND

-  Approx. Boring Location
-  B-X Boring Designation



W Geotechnical and Testing, Inc.

Job No.	G-3238
Scale	NTS
Drawn By	HSW
Date	07/15/20

Figure Name:
Boring Location Plan
Reference:
Google Earth

Project Name:
Barkley Rd Railroad Crossing, Hattiesburg

Figure No.:
1

# Reference Notes For Boring Logs



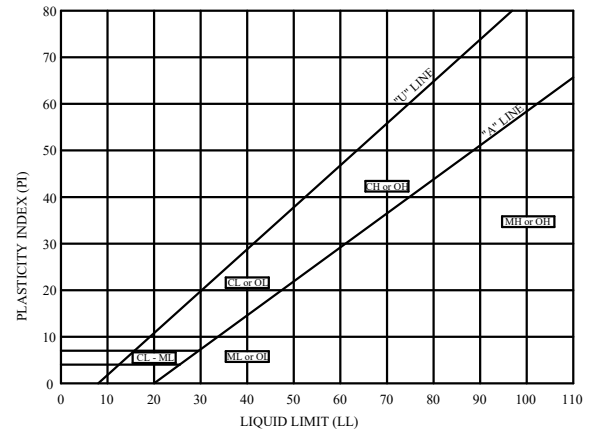
DEPTH (FT)	Drilling Symbol	SAMPLE NO.	SAMPLE DIST. (IN)	LABORATORY TEST RESULTS	DESCRIPTION OF MATERIAL	WATER LEVELS ELEVATION (FT)	Boring No. <b>B-X</b>  ⊗ STANDARD PENETRATION BLOWS/FT. 10    20    30    40    50+																																
					SURFACE ELEVATION																																		
Sample Data obtained at the depth indicated to the left.       = Auger                              = Wet Rotary                              = Split Spoon Sampler                              = Shelby Tube Sampler                                                         Moisture Content = %M                              Liquid Limit = LL                              Plasticity Index = PI                              Volume Change = VC                              % Passing #40 = -#40                              % Passing #200 = -#200	Results of Laboratory Tests Performed	Description of Material Sampled. Including: Visual Color, Soil Description, Moisture, Consistency From N-Value (See Table to the right), and USCS Symbol (See Below).		Standard Penetration Test Blow Count (Blows/Ft) refers to the blows per foot of a 140 lb. hammer falling 30 inches on a 2 inch O.D. Split Spoon Sampler, as specified in ASTM D-1586. The Blow count is commonly referred to as the N-Value.																																			
					<u>USCS Symbol</u> GP - Poorly Graded Gravel GW - Well Graded Gravel GM - Silty Gravel GC - Clayey Gravel SP - Poorly Graded Sand SW - Well Graded Sand SM - Silty Sand SC - Clayey Sand ML - Low Plasticity Silty MH - High Plasticity Silt CL - Low Plasticity Clay CH - High Plasticity Clay OL - Low Plasticity Organics OH - High Plasticity Organics  CL/ML - Dual Classification (Typical)		⊗ N-value (Blows per 6")                         <u>Consistency From N-Values:</u>   <table> <tr> <th colspan="2">For Sands and Silts</th> </tr> <tr> <th>SPT N Value</th> <th>Consistency</th> </tr> <tr> <td>0-3</td> <td>Very Loose</td> </tr> <tr> <td>4-9</td> <td>Loose</td> </tr> <tr> <td>10-29</td> <td>Medium Dense</td> </tr> <tr> <td>30-49</td> <td>Dense</td> </tr> <tr> <td>50-100</td> <td>Very Dense</td> </tr> </table>   <table> <tr> <th colspan="2">For Cohesive Soils - Clays</th> </tr> <tr> <th>SPT N Value</th> <th>Consistency</th> </tr> <tr> <td>0-2</td> <td>Very Soft</td> </tr> <tr> <td>3-4</td> <td>Soft</td> </tr> <tr> <td>5-8</td> <td>Medium Stiff</td> </tr> <tr> <td>9-16</td> <td>Stiff</td> </tr> <tr> <td>17-29</td> <td>Very Stiff</td> </tr> <tr> <td>30-50</td> <td>Hard</td> </tr> <tr> <td>51-100</td> <td>Very Hard</td> </tr> </table>	For Sands and Silts		SPT N Value	Consistency	0-3	Very Loose	4-9	Loose	10-29	Medium Dense	30-49	Dense	50-100	Very Dense	For Cohesive Soils - Clays		SPT N Value	Consistency	0-2	Very Soft	3-4	Soft	5-8	Medium Stiff	9-16	Stiff	17-29	Very Stiff	30-50	Hard	51-100	Very Hard
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17-29	Very Stiff																																						
30-50	Hard																																						
51-100	Very Hard																																						

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL

Boring information including: water levels, dates, and drilling equipment and methods.

# Unified Soil Classification System (ASTM Designation D-2487)

Major Division	Group Symbol	Typical Names	Classification Criteria
Coarse-grained soils More than 50% retaining on No. 200 sieve	Gravels More than 50% of coarse fraction retained on No. 4 sieve	GW	Well-graded gravels and gravel-sand mixtures, little or no fines
		GP	Poorly graded gravels and gravel-sand mixtures, little or no fines
		GM	Silty gravels, gravel-sand-silt mixtures
		GC	Clayey gravels, gravel-sand-clay mixtures
	Sands More than 50% of coarse fraction passes No. 4 sieve	SW	Well-graded sands and gravelly sands, little or no fines
		SP	Poorly graded sands and gravelly sands, little or no fines
		SM	Silty sands, sand-silt mixtures
		SC	Clayey sands, sand-clay mixtures
		ML	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands
		CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
	Silty or Clays Liquid limit 50% or less	OL	Organic silts and organic silty clays of low plasticity
		MH	Inorganic silts, micaceous or diatomaceous fine sands or silts, elastic silts
		CH	Inorganic clays of high plasticity, fat clays
		OH	Organic clays of medium to high plasticity
Fine grained soils 50% or more passing No. 200 sieve	Classification on basis of percentage of fines GW, GP, SW, SP, GM, GC, SM, SC Borderline classification requiring use of dual symbol Less than 5% Pass No. 200 sieve More than 12% Pass No. 200 sieve 5% to 12% Pass No. 200 sieve		
	Note: U-line represents approximate upper limit of LL and PI combinations for natural soils (empirically determined). ASTM-D2487		



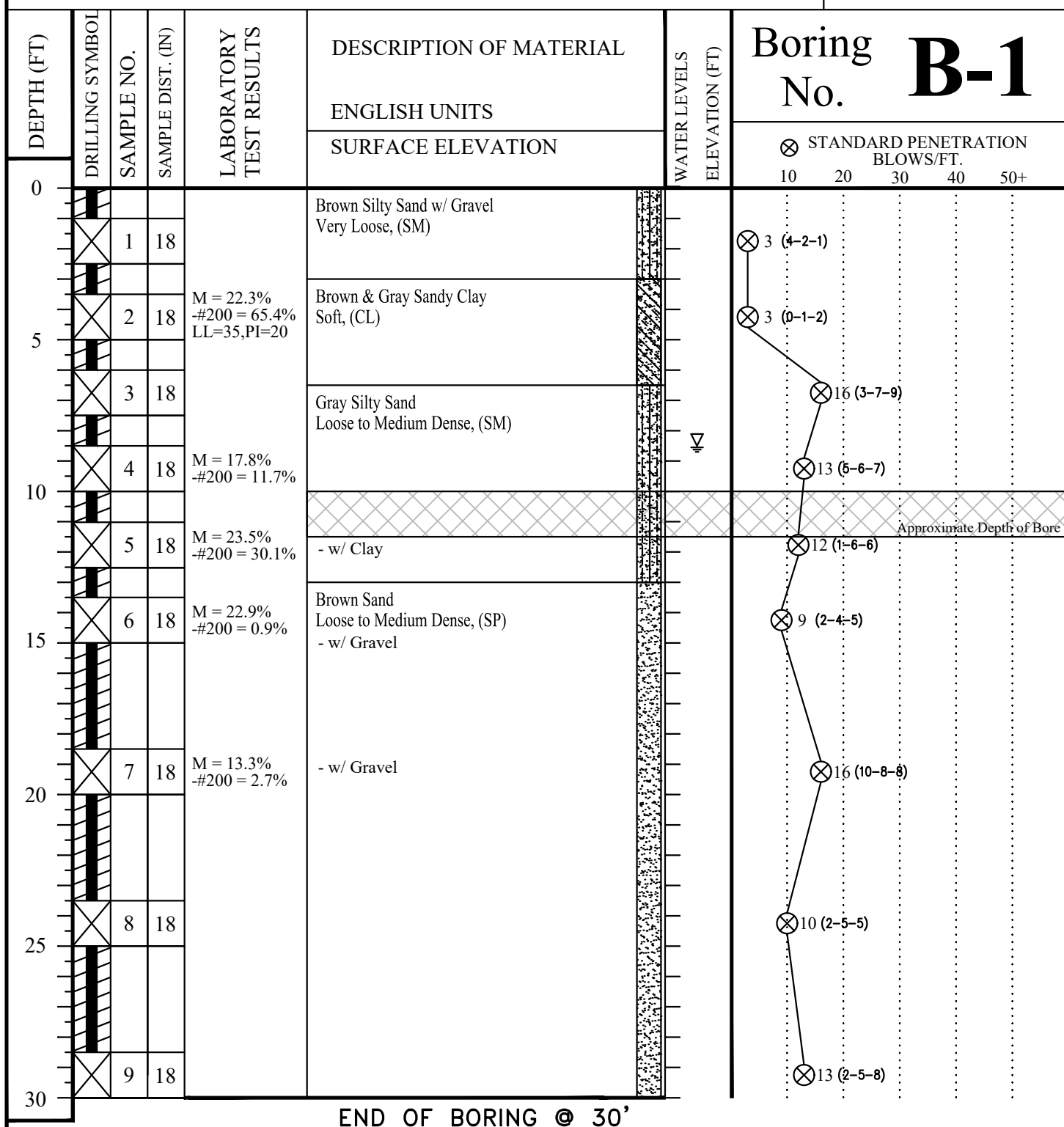
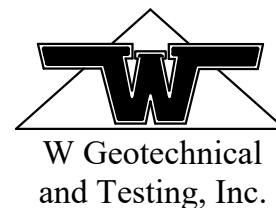
Plasticity chart for the classification of fine-grained soils.  
Tests made on fraction finer than No. 40 sieve.



**W Geotechnical  
and Testing, Inc.**

**UNIFIED SOIL  
CLASSIFICATION  
SYSTEM**

Project: **Barkley Road Railroad Crossing**  
 Location: **Barkley Road, Hattiesburg, MS**  
 Job No.: **G-3238**  
 Client: **Shows Dearman & Waits, Inc.**



THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL

▽WL 8.5' @ TOB & 8.5' after 2 hrs

BORING STARTED **07/07/20**

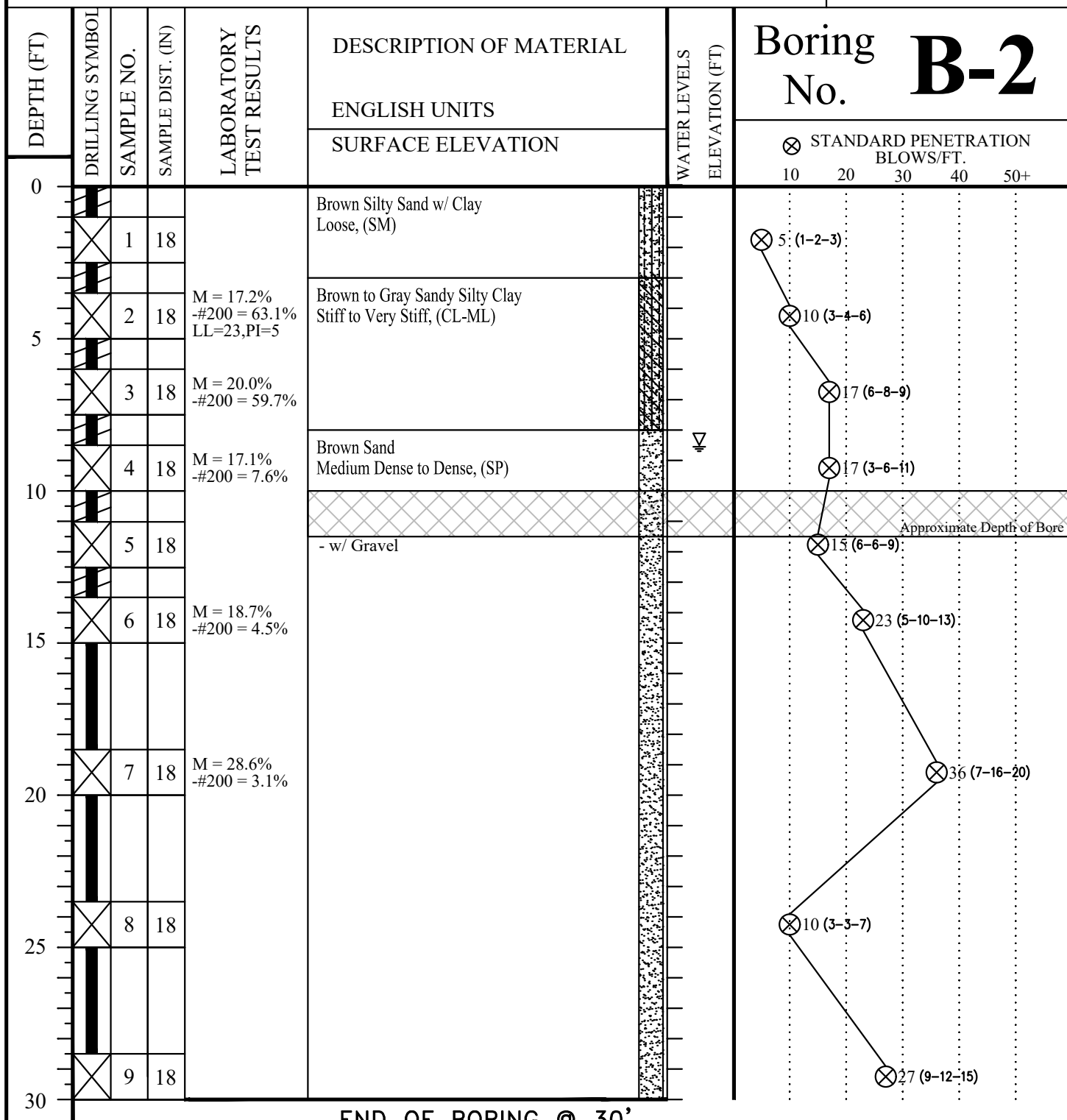
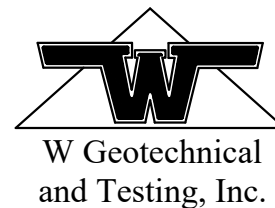
BORING COMPLETED **07/07/20**

Page 1 of 1

RIG **Buck R** Company/Foreman **WGeo/Heath**

DRILLING METHOD **Auger / Wet Rotary**

Project: **Barkley Road Railroad Crossing**  
 Location: **Barkley Road, Hattiesburg, MS**  
 Job No.: **G-3238**  
 Client: **Shows Dearman & Waits, Inc.**



THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL

WL 8.5' @ TOB & 8.5' after 2 hrs

BORING STARTED **07/07/20**

BORING COMPLETED **07/07/20**

Page 1 of 1

RIG **Buck R** Company/Foreman **WGeo/Heath**

DRILLING METHOD **Auger / Wet Rotary**

Job Name: Barkley Railroad Crossing

Job Number: G-3238

Date: 7/8/2020

Boring	Depth	%M	% Passing # 200	LL	PI
B-1	3.5 - 5.0	22.3%	65.4%	35	20
B-1	8.5 - 10.0	17.8%	11.7%	-	-
B-1	11.0 - 12.5	23.5%	30.1%	-	-
B-1	13.5 - 15.0	22.9%	0.9%	-	-
B-1	18.5 - 20.0	13.3%	2.7%	-	-
B-2	3.5-5.0	17.2%	63.1%	23	5
B-2	6.0 - 7.5	20.0%	59.7%	-	-
B-2	8.5 - 10.0	17.1%	7.6%	-	-
B-2	13.5 - 15.0	18.7%	4.5%	-	-
B-2	18.5 - 20.0	28.6%	3.1%	-	-





# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:** Lamar Rutland

**cc:**

**Date:** Tuesday, November 3, 2020

**Re:** Approve Supplemental Agreement No. 1 with Dunn Roadbuilders, LLC for the Weathersby Road Overlay project to adjust final quantities to actual for a net contract increase of \$110.46 and Authorize Mayor to execute said agreement in triplicate; Acknowledge receipt of closing documents for the project; Authorize final acceptance of the project; Authorize payment of final pay application.  
File Number: 2020-781  
Minute Book #

---

## Summary

Approve Supplemental Agreement No. 1 with Dunn Roadbuilders, LLC for the Weathersby Road Overlay project to adjust final quantities to actual for a net contract increase of \$110.46 and Authorize Mayor to execute said agreement in triplicate; Acknowledge receipt of closing documents for the project; Authorize final acceptance of the project; Authorize payment of final pay application.

## Recommendation Statement

I recommend approval of this item.

Please place this on the November 3, 2020 City Council meeting for consideration.

**WEATHERSBY ROAD OVERLAY  
CITY OF HATTIESBURG**

**SUPPLEMENTAL AGREEMENT NO. 1**

CITY OF HATTIESBURG

**WHEREAS,** We, Dunn Roadbuilders, LLC, Contractor entered into a contract with the City of Hattiesburg on the 19th Day of May 2020 for Weathersby Road Overlay.

**WHEREAS:** The following Attachment A of an Overrun/Underrun Statement for the project is considered as part of this Supplemental Agreement No. 1. All items associated with the construction contract shall be adjusted as outlined in the Attachment A.

**NOW, THEREFORE,** We, Dunn Roadbuilders, LLC, Contractor hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this _____ day of _____, 2020

Dunn Roadbuilders, LLC

By: _____

Contractor

Witness: _____

City of Hattiesburg

By: _____

Owner

Witness: _____

OVERRUNS UNDERRUNS  
 PROJECT: 12202 Weathersby Road Overlay  
 CONTRACTOR: Dunn Roadbuilders LLC

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
1	Cold Milling of Bituminous Pavement, All Depths	Sq. Yd.	14846	14846			\$ 1.20		
2	9.5mm Mixture, MT, Asphalt Pavement	Ton	1544	1487.61		56.39	\$ 86.00		\$ 4,849.54
3	9.5mm Mixture, MT, Asphalt Pavement, Leveling	Ton	1225	1215.5		9.5	\$ 90.00		\$ 855.00
4	Combination Concrete Curb and Gutter	Lin. Ft.	25	64	39		\$ 106.00	\$ 4,134.00	
5	Maintenance of Traffic	L.S.	1	1			\$ 26,300.00		
6	Mobilization	L.S.	1	1			\$ 5,900.00		
7	6" Thermoplastic Traffic Stripe, Continuous Yellow	Lin. Ft.	7079	7836	757		\$ 1.00	\$ 757.00	
8	6" Thermoplastic Traffic Stripe, Continuous White	Lin. Ft.	2069	2194	125		\$ 1.00	\$ 125.00	
9	6" Thermoplastic Traffic Stripe, Skip White	Lin. Ft.	1983	1990	7		\$ 1.00	\$ 7.00	
10	6" Thermoplastic Traffic Stripe, White	Lin. Ft.	328	428	100		\$ 2.00	\$ 200.00	
11	Thermoplastic Legend, White	Lin. Ft.	704	720	16		\$ 2.00	\$ 32.00	
12	Thermoplastic Legend, White	Sq. Yd.	730	796	66		\$ 8.00	\$ 528.00	
13	Red-Clear Raised Reflective Pavement Markers	Each	178	168		10	\$ 8.00		\$ 80.00
14	Two-Way Yellow Raised Reflective Pavement Markers	Each	370	384	14		\$ 8.00	\$ 112.00	
15	Optical Detector	L.S.	1	1			\$ 31,950.00		
							\$ 5,895.00	\$ 5,784.54	
							PROJECT INCREASE	\$	110.46
							Original Contract Amount	\$	351,068.20
							Overrun	\$	110.46
							Final Contract Amount	\$	351,178.66



## Engineering Progress

September 28, 2020

City of Hattiesburg  
PO Box 1898  
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

**RE: Weathersby Road Overlay  
City of Hattiesburg**

Dear Mr. Rutland:

This is to certify the above referenced project has been completed in accordance with the previously approved plans and specifications.

Enclosed are the following documents:

1. The final estimate no. 3 for the contractor in the amount of \$17,558.93
2. Contractor's Letter of Release of Liens
3. Consent of Surety to final Payment
4. Guarantee of Completion Letter
5. Warranty Letter

Please do not hesitate to contact me should you have questions or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John T. Weeks'.

John T. Weeks, P.E.  
Project Engineer

/md

enclosures

RECEIVED  
9/28/20



September 10, 2020

John Weeks  
Project Engineer  
Shows, Dearman & Waits, Inc.  
301 Second Avenue  
Hattiesburg, MS 39401

**RE: Weathersby Road Overlay  
City of Hattiesburg, MS  
Dunn Roadbuilders Job Number 200502**

Dear Mr. Weeks,

We hereby certify that all bills for labor and materials incorporated into the project under our contract named **Weathersby Road Overlay, City of Hattiesburg, MS** have been paid and that the owner is released from any and all claims and/or damages under this contract.

Sincerely,

Garland Boleware  
Project Manager

GB/tjh

Subscribed and sworn to before me this 10th day of  
September, 2020.

Notary Public: 

My Commission Expires: _____



**CONSENT OF SURETY  
TO FINAL PAYMENT**

*ALA Document G707*

Bond No. 82450291

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input checked="" type="checkbox"/>
OTHER	<input type="checkbox"/>

TO OWNER:  
*(Name and address)*

City of Hattiesburg  
200 Forrest Street  
Hattiesburg, MS 39401

PROJECT:  
*(Name and address)*

Weathersby Road Overlay

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

CONTRACT DATED: May 19, 2020

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

Federal Insurance Company  
202B Hall's Mill Road  
Whitehouse Station, NJ 08889

on bond of  
*(Insert name and address of Contractor)*

Dunn Roadbuilders, LLC  
P.O. Drawer 6560  
Laurel, MS 39441

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of  
any of its obligations to  
*(Insert name and address of Owner)*

City of Hattiesburg  
200 Forrest Street  
Hattiesburg, MS 39401

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: September 11, 2020  
*(Insert in writing the month followed by the numeric date and year.)*



Attest:  
(Seal): see attached power of attorney

Federal Insurance Company

*(Surety)*

By: Angie M. Strickland

*(Signature of authorized representative)*

Angie M. Strickland Attorney-in-Fact

*(Printed name and title)*

Surety Phone No. 601-709-4613

# CHUBB

## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Angle M. Strickland**

Surety Bond Number: 82450291

Obligee: City of Hattiesburg

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1st day of November, 2019.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 1st day of November, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316885  
Commission Expires July 16, 2024

*Katherine J. Adelaar*  
Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this September 11, 2020.



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



September 10, 2020

John Weeks  
Project Engineer  
Shows, Dearman & Waits, Inc.  
301 Second Avenue  
Hattiesburg, MS 39401

**RE: Weathersby Road Overlay  
City of Hattiesburg, MS  
Dunn Roadbuilders Job Number 200502**

Dear Mr. Weeks,

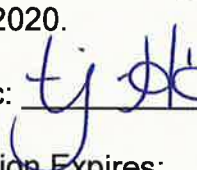
We hereby guarantee that project **Weathersby Road Overlay, City of Hattiesburg, MS** has been completed in accordance with all Contract documents.

Sincerely,

Garland Boleware  
Project Manager

GB/tjh

Subscribed and sworn to before me this 10th day of  
September, 2020.

Notary Public: 

My Commission Expires: _____







John Weeks  
Project Engineer  
Shows, Dearman & Waits, Inc.  
301 Second Avenue  
Hattiesburg, MS 39401

**RE: Weathersby Road Overlay  
City of Hattiesburg, MS  
Dunn Roadbuilders Job Number 200502**

Dear Mr. Weeks,

We hereby guarantee all work performed by us on the Project Contract named **Weathersby Road Overlay, City of Hattiesburg, MS** to be free from defective materials and workmanship for a period of one (1) year, July 20, 2020 date of substantial completion.

Sincerely,

Garland Boleware  
Project Manager

GB/tjh

Subscribed and sworn to before me this 10th day of  
September, 2020.

Notary Public:

My Commission Expires: _____



## Progress Bill

**From: Dunn Roadbuilders LLC**  
**PO Box 6560**  
**Laurel, MS 39441**

**Invoice: 200502-R**

**Date: 09/14/20**

**Application #: 3**

**To: CITY OF HATTIESBURG**  
**P.O. BOX 1898**  
**HATTIESBURG, MS 39403**

**Invoice Due Date: 10/14/20**

**Payment Terms: Due 30 Days**

**Contract: 200502. Weathersby Road - Hattiesburg Mississippi**

Item	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Materials On-Site	Total Completed And Stored To Date	%	Amount Previous	Quantity This Period	Amount This Period
0010	Cold Milling of Bituminous Pavement, All Depths	17,815.20	14,846.000	SY	14,846.000	1.20000	0.00	17,815.20	100.00%	17,815.20	0.000	0.00
0020	9.5 mm Mixtures, MT, Asphalt Pavement	127,934.46	1,487.610	TON	1,487.610	86.00000	0.00	127,934.46	100.00%	127,934.46	0.000	0.00
0030	9.5 mm Mixtures, MT, Asphalt Pavement, Leveling	109,395.00	1,215.500	TON	1,215.500	90.00000	0.00	109,395.00	100.00%	109,395.00	0.000	0.00
0040	Combination Concrete Curb and Gutter	6,784.00	64.000	LF	64.000	106.00000	0.00	6,784.00	100.00%	6,784.00	0.000	0.00
0050	Maintenance of Traffic	26,300.00	0.000	LS	0.000	0.00000	0.00	26,300.00	100.00%	26,300.00	0.000	0.00
0060	Mobilization	5,900.00	0.000	LS	0.000	0.00000	0.00	5,900.00	100.00%	5,900.00	0.000	0.00
0070	6" Thermoplastic Traffic Strip, Continous Yellow	7,836.00	7,836.000	LF	7,836.000	1.00000	0.00	7,836.00	100.00%	7,836.00	0.000	0.00
0080	6" Thermoplastic Traffic Stripe, Contrinous White	2,194.00	2,194.000	LF	2,194.000	1.00000	0.00	2,194.00	100.00%	2,194.00	0.000	0.00
0090	6" Thermoplastic Traffic Stripe, Skip White	1,990.00	1,990.000	LF	1,990.000	1.00000	0.00	1,990.00	100.00%	1,990.00	0.000	0.00
0100	6" Thermoplastic Detail Strip, White	856.00	428.000	LF	428.000	2.00000	0.00	856.00	100.00%	856.00	0.000	0.00
0110	Thermoplastic Legend, White	1,440.00	720.000	LF	720.000	2.00000	0.00	1,440.00	100.00%	1,440.00	0.000	0.00
0120	Thermoplastic Legend, White	6,368.00	796.000	SF	796.000	8.00000	0.00	6,368.00	100.00%	6,368.00	0.000	0.00
0130	Red-Clear Raised Reflective Pavement Markers	1,344.00	168.000	EA	168.000	8.00000	0.00	1,344.00	100.00%	1,344.00	0.000	0.00
0140	Two-Way Yellow Raised Refelctive Pavement Markers	3,072.00	384.000	EA	384.000	8.00000	0.00	3,072.00	100.00%	3,072.00	0.000	0.00
0150	Optical Detector	31,950.00	0.000	LS	0.000	0.00000	0.00	31,950.00	100.00%	31,950.00	0.000	0.00
5000	Tax, Bond, Job Overhead	0.00	0.000	EA	0.000	0.00000	0.00	0.00	0.00%	0.00	0.000	0.00
5010	Revenue Adjustments	0.00	0.000	EA	0.000	0.00000	0.00	0.00	0.00%	0.00	0.000	0.00

**Total Billed To Date:**

**351,178.66**

## Progress Bill

---

**From:** Dunn Roadbuilders LLC  
PO Box 6560  
Laurel, MS 39441

**Invoice:** 200502-R

**Date:** 09/14/20

**Application #:** 3

**To:** CITY OF HATTIESBURG  
P.O. BOX 1898  
HATTIESBURG, MS 39403

**Invoice Due Date:** 10/14/20

**Payment Terms:** Due 30 Days

**Contract:** 200502. Weathersby Road - Hattiesburg Mississippi

Less Retainage:	0.00
Less Previous Applications:	333,619.73
Total Due This Invoice:	17,558.93



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:** Lamar Rutland

**cc:**

**Date:** Tuesday, November 3, 2020

**Re:** Approve Supplemental Agreement No. 1 with Walker Construction, LLC to account for additional items and adjust quantities to actual for the Country Club Road Water Upgrades project for a net increase to the contract of \$93,092.16; Authorize Mayor to execute Supplemental Agreement No. 1 in triplicate; Acknowledge receipt of closing documents for the project; Authorize final acceptance of project; Authorize payment of final pay application upon receipt.  
File Number: 2020-780  
Minute Book #

---

## Summary

Approve Supplemental Agreement No. 1 with Walker Construction, LLC to account for additional items and adjust quantities to actual for the Country Club Road Water Upgrades project for a net increase to the contract of \$93,092.16; Authorize Mayor to execute Supplemental Agreement No. 1 in triplicate; Acknowledge receipt of closing documents for the project; Authorize final acceptance of project; Authorize payment of final pay application upon receipt.

## Recommendation Statement

I recommend approval of this item.

Please place this on the November 3, 2020 City Council meeting for consideration.

**COUNTRY CLUB ROAD WATER UPGRADES  
CITY OF HATTIESBURG**

**SUPPLEMENTAL AGREEMENT NO. 1**

CITY OF HATTIESBURG

**WHEREAS,** We, Walker Construction, LLC, Contractor and SureTec Insurance Company, Surety entered into a contract with the City of Hattiesburg on the 6th Day of December, 2019 for Country Club Road Water Upgrades.

**WHEREAS:** The City of Hattiesburg has requested the Contractor to repair an existing and unknown 4" ductile iron waterline at City Park south of Country Club Road. Unit pricing shall be a lump sum price of \$1,680.00.

**WHEREAS:** The City of Hattiesburg requested the Contractor to repair an existing 2" waterline at the ballfield entrance on Country Club Road. Unit pricing shall be a lump sum price of \$1,350.00.

**WHEREAS:** The City of Hattiesburg requested the Contractor to install 60 linear feet of 12-inch CIPP drainage pipe on Scooba Street. The drainage pipe will improve drainage along this section of Scooba Street. Unit pricing shall be a lump sum price of \$1,500.00.

**WHEREAS:** The Contractor proposes to sawcut asphalt and concrete pavement in an amount of 3,918 linear feet. The sawcutting shall provide a uniform and neat appearance for pavement repairs. Unit pricing shall be \$4.50 per linear foot, for a total project increase of \$17,631.00.

**WHEREAS:** The City of Hattiesburg requested the Contractor replace 136 existing meter boxes. Unit pricing shall be \$50.00 each, for a total project increase of \$6,800.00.

**WHEREAS:** In an effort to reduce project costs, the Contractor shall install seeding and fertilizer for disturbed areas. Unit pricing shall be a lump sum of \$1,825.00.

**WHEREAS:** The following Attachment A of an Overrun/Underrun Statement for the project is considered as part of this Supplemental Agreement No. 1. All items associated with the construction contract shall be adjusted as outlined in the Attachment.

**NOW, THEREFORE,** We, Walker Construction, LLC, Contractor and SureTec Insurance Company, Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this _____ day of _____, 2020

Walker Construction, LLC

SureTec Insurance Company

By:   
Contractor

By:   
Surety

Witness: 

Witness: 

City of Hattiesburg

By: _____  
Owner

Witness: _____

OVERRUNS UNDERRUNS  
PROJECT: Country Club Road Water Upgrades - 11288  
CONTRACTOR: Walker Construction, LLC

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
	<b>Water Pipe Items</b>								
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	Lin. Ft.	5,761	5,800	39		\$25.50	\$ 994.50	
Reason: Minor changes for field conditions.									
2	6" Class 350 Ductile Iron Water Pipe (Bored No Casing)	Lin. Ft.	265	0		265	\$40.50		\$ 10,732.50
Reason: Not required on project. Used as open cut.									
3	8" Class 350 Ductile Iron Water Pipe (Open Cut)	Lin. Ft.	3,799	3,995	196		\$33.50	\$ 6,566.00	
Reason: As-built conditions.									
4	8" Class 350 Ductile Iron Water Pipe (Bored No Casing)	Lin. Ft.	592	0		592	\$48.50		\$ 28,712.00
Reason: Not required on project. Used as open cut.									
5	Tracer Wire System for Water	LS	1	1			\$21,550.00		
Reason: No change.									
	<b>Water Connection Items</b>								
6	Cut and Cap Existing Water Line in Place	Each	5	6	1		\$725.00	\$ 725.00	
Reason: Field conditions varied from construction plans.									
7	Connection: Proposed 6" to Existing 6" (Hot Tap w/Valve Assembly)	Each	3	5	2		\$3,650.00	\$ 7,300.00	
Reason: Field conditions varied from construction plans.									
8	Connection: Proposed 6" to Existing 8" (Hot Tap w/Valve Assembly)	Each	1	1			\$4,120.00		
Reason: No change.									
9	Connection: Proposed 6" to Existing 10" (Hot Tap w/Valve Assembly)	Each	3	2		1	\$4,383.00		\$ 4,383.00
Reason: Field conditions varied from construction plans.									

OVERRUNS UNDERRUNS  
PROJECT: Country Club Road Water Upgrades - 11288  
CONTRACTOR: Walker Construction, LLC

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
10	Connection: Proposed 6" to Proposed 6" (Various Fittings)	Each	1	3	2		\$1,100.00	\$ 2,200.00	
Reason: Field conditions varied from construction plans.									
11	Connection: Proposed 8" to Existing 6" (Various Fittings)	Each	1	2	1		\$1,283.00	\$ 1,283.00	
Reason: Field conditions varied from construction plans.									
12	Connection: Proposed 8" to Existing 8" (Various Fittings)	Each	1	0		1	\$1,425.00		\$ 1,425.00
Reason: Field conditions varied from construction plans.									
13	Connection: Proposed 8" to Proposed 8" (Various Fittings)	Each	1	1			\$1,425.00		
Reason: No change.									
14	Connection: Proposed 6" to Proposed 8" (Various Fittings)	Each	6	12	6		\$1,200.00	\$ 7,200.00	
Reason: Field conditions varied from construction plans.									
15	Connection: Proposed 8" to Existing 10" (Hot Tap w/Valve Assembly)	Each	1	1			\$4,000.00		
Reason: No change.									
	<b>Water Valve Items</b>								
16	6" Gate Valve	Each	11	16	5		\$1,000.00	\$ 5,000.00	
Reason: Field conditions varied from construction plans.									
17	8" Gate Valve	Each	18	19	1		\$1,325.00	\$ 1,325.00	
Reason: Field conditions varied from construction plans.									
	<b>Water Fire Protection Items</b>								
18	Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	Each	11	14	3		\$3,250.00	\$ 9,750.00	
Reason: Additional hydrants required for adequate fire protection.									

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
19	Removal of Existing Fire Hydrant	Each	5	7	2		\$750.00	\$ 1,500.00	
Reason: Field conditions varied from construction plans.									
	<b>Water Service Items</b>								
20	Residential Service Tap (3/4")(Incl: Fittings, Tapping Saddle, Corp Stop, etc.)	Each	128	136	8		\$425.00	\$ 3,400.00	
Reason: Field conditions varied from construction plans.									
21	3/4" Service Tubing (Open Cut)(All Sizes)	Lin. Ft.	1,329	731		598	\$6.75		\$ 4,036.50
Reason: Field conditions varied from construction plans.									
22	3/4" Service Tubing (Bored)(All Sizes)	Lin. Ft.	2,018	3,684	1,666		\$7.00	\$ 11,662.00	
Reason: Field conditions varied from construction plans.									
23	Remove, Relocate, and Reset Existing Water Meter (Incl. fittings, etc.)	Each	43	58	15		\$850.00	\$ 12,750.00	
Reason: Field conditions varied from construction plans.									
24	3/4" Water Service Meter (Residential)	Each	1	0		1	\$850.00		\$ 850.00
Reason: Not required on project.									
	<b>Miscellaneous Construction Items</b>								
25	Crushed Aggregate (Size 610)	Ton	30	472.47	442		\$48.00	\$ 21,238.56	
Reason: Additional material required for adequate traffic control.									
26	Select Material for Backfill (Class 9, Group C), LVM	Cu. Yd.	500	1050	550		\$10.00	\$ 5,500.00	
Reason: Additional material required for adequate traffic control.									
27	9.5mm Hot Mix Asphalt	Ton	15	158.96	144		\$160.00	\$ 23,033.60	
Reason: Field conditions varied from construction plans.									
28	19mm Hot Mix Asphalt	Ton	25	0		25	\$160.00		\$ 4,000.00
Reason: Not required on project.									
29	Concrete Sidewalk Repair (All Depths)	Sq. Yd.	50	219.5	170		\$75.00	\$ 12,712.50	
Reason: Field conditions varied from construction plans.									



OVERRUNS UNDERRUNS  
PROJECT: Country Club Road Water Upgrades - 11288  
CONTRACTOR: Walker Construction, LLC

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
30	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	Sq. Yd.	5,315	0		5,315	\$3.00		\$ 15,945.00
Reason: Not required on project.									
31	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	Sq. Ft.	500	0		500	\$2.50		\$ 1,250.00
Reason: Not required on project.									
32	Clearing and Grubbing	Acre	1	1			\$1,000.00		
Reason: No change.									
33	Temporary Erosion Control	LS	1	1			\$500.00		
Reason: No change.									
34	Maintenance of Traffic	LS	1	1			\$5,000.00		
Reason: No change.									
35	Mobilization	LS	1	1			\$24,500.00		
Reason: No change.									
36	1 1/2" Gate Valve with Tapping Saddle	Each	1	1			\$852.00		
Reason: No change.									
	<b>Supplemental Agreement No. 1</b>								
37	Repair existing 4" DI Waterline @ City Park South of Country Club Rd	LS	1	1			\$1,680.00		
Reason: See Supplemental Agreement No. 1.									
38	Repair existing 2" Waterline @ Ballfield Entrance off Country Club Rd	LS	1	1			\$1,350.00		
Reason: See Supplemental Agreement No. 1.									

OVERRUNS UNDERRUNS  
PROJECT: Country Club Road Water Upgrades - 11288  
CONTRACTOR: Walker Construction, LLC

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
39	Install 60' 12" CPP on Scooba St	LS	1	1			\$1,500.00		
Reason: See Supplemental Agreement No. 1.									
40	Sawcut of Pavement	LF	3,918	3,918			\$4.50		
Reason: See Supplemental Agreement No. 1.									
41	Replace Existing Meter Boxes	Each	126	126			\$50.00		
Reason: See Supplemental Agreement No. 1.									
42	Seeding & Fertilizer	LS	1	1			\$1,825.00		
Reason: See Supplemental Agreement No. 1.									
								\$ 134,140.16	\$ 71,334.00

PROJECT INCREASE \$ 62,806.16

Original Contract Amount	\$ 638,327.25
Supplemental Agreement No. 1	\$ 30,286.00
Overrun	\$ 62,806.16
Final Contract Amount	\$ 731,419.41



**Engineering Progress**

October 15, 2020

City of Hattiesburg  
PO Box 1898  
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

**RE: Country Club Road Water Upgrades  
City of Hattiesburg**

Dear Mr. Rutland:

This is to certify the above referenced project has been completed in accordance with the previously approved plans and specifications.

Enclosed are the following documents:

1. Contractor's Affidavit of Release of Liens
2. Consent of Surety to final Payment
3. Statement of Guarantees
4. Three (3) copies of Supplemental Agreement No. 1 that need to be executed by the Mayor. Please keep one (1) executed copy and send two (2) copies to our office for further processing.

Please do not hesitate to contact me should you have questions or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. Wallace'.

Kyle D. Wallace, P.E.  
Project Engineer

/md

enclosures

RECEIVED  
10/15/20

**CONTRACTOR'S  
AFFIDAVIT OF  
RELEASE OF LIENS**

AIA Document G706A

OWNER ☐  
ARCHITECT ☐  
CONTRACTOR ☐  
SURETY ☐  
OTHER ☐

TO (Owner)

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

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

PROJECT:  
(name, address)

Country Club Road Water Upgrades  
City of Hattiesburg

State of:

Mississippi

County of:

Forrest

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that, the best of his knowledge, information and belief, except as listed below, the Releases of Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors And material and equipment suppliers, to the extent Required by the Owner, accompanied by the list thereof.

CONTRACTOR:

Walker Construction, LLC  
244 Hwy 13  
Wiggins, MS 39477

Address:

BY:

Jim Walker

Subscribed and sworn to before me this

Notary Public:

30 day of Sept 2020  
Elaine Walker  
Oct 2, 2020

My Commission Expires:



**CONSENT OF SURETY  
TO FINAL PAYMENT**

*AIA Document G707*

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

Bond No. 4433030

TO OWNER:  
*(Name and address)*

City of Hattiesburg

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:  
*(Name and address)*

CONTRACT DATED: December 6, 2019

COUNTRY CLUB ROAD WATER UPGRADES HATTIESBURG, MISSISSIPPI

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

SureTec Insurance Company  
2103 CityWest Boulevard, Suite 1300  
Houston, TX 77042

, SURETY,

on bond of  
*(Insert name and address of Contractor)*

Walker Construction, LLC  
344 Hwy 13  
Wiggins, MS 39577

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of  
any of its obligations to  
*(Insert name and address of Owner)*

City of Hattiesburg

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: October 8, 2020  
*(Insert in writing the month followed by the numeric date and year.)*

Attest:  
(Seal):

*Chelsey Hunt*



SureTec Insurance Company

*(Surety)*

By:

*Fielden Mitts*

*(Signature of authorized representative)*

Fielden Mitts

Attorney-in-Fact

*(Printed name and title)*

Surety Phone No. 713-812-0800

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents,** That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint Fielden Mitts Jackson, MS

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

**Surety Bond No.:** 4433030

**Principal:** Walker Construction, LLC

**Obligee:** City of Hattiesburg

**Amount:** See Bond Form

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 6th day of April, A.D. 2017.

SURETEC INSURANCE COMPANY

By:

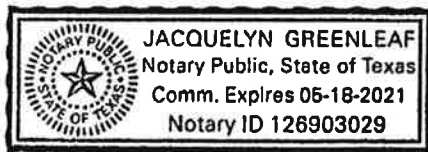
John Knox, Jr., President

State of Texas  
County of Harris

ss:



On this 6th day of April, A.D. 2017 before me personally came John Knox, Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



*[Signature]*  
Jacquelyn Greenleaf, Notary Public  
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 8th day of October 2020, A.D.

*[Signature]*  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

**Jamie Walker**  
344 Highway 13  
Wiggins, MS 39577



Phone: 601-408-5251  
Fax: 601-928-4397  
jamiewconst@gmail.com

DATE: AUGUST 25, 2020

TO: CITY OF HATTIESBURG

RE: COUNTRY CLUB ROAD WATER UPGRADES

STATEMENT OF GUARANTEES

WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON THE PROJECT , COUNTRY CLUB ROAD WATER UPGRADES, TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME AS MAY BE STIPULATED IN THE CONTRACT DOCUMENTS.

A handwritten signature in blue ink, appearing to read "Jamie Walker", is written over the printed name.

JAMIE WALKER/ WALKER CONSTRUCTION



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:** Lamar Rutland

**cc:**

**Date:** Tuesday, November 3, 2020

**Re:** Approve Lighting Agreement with Mississippi Power Company for additional lighting along Stadium Drive from Hutchinson Avenue to South Street for a monthly increase in cost of \$92.91, and authorize the Mayor to execute the same.  
File Number: 2020-746  
Minute Book #

---

## Summary

Approve Lighting Agreement with Mississippi Power Company for additional lighting along Stadium Drive from Hutchinson Avenue to South Street for a monthly increase in cost of \$92.91, and authorize Mayor to execute said agreement.

## Recommendation Statement

I am recommending approval of Lighting Agreement.

Please place this on the November 3, 2020 City Council meeting for consideration.



DATE: 10/13/20

**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
<b>COBRA HEAD FIXTURES</b>		
100 WATT HPS	Remove - 2	_____
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
<b>LED FIXTURES</b>		
90 WATT LED	Install - 9	Stadium Dr from Hutchinson to South St.
110 WATT LED	_____	_____
190 WATT LED	_____	Monthly increase \$92.91
280 WATT LED	_____	_____
<b>OTHER FIXTURES</b>		
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

**PLEASE MAIL OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT.**  
AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:** Lamar Rutland

**cc:**

**Date:** Tuesday, November 3, 2020

**Re:** Approve Lighting Agreement with Mississippi Power Company for additional lighting along Alley between S 24th Avenue and S 25th Avenue - 200 Block Only, and authorize the Mayor to execute the same.  
File Number: 2020-747  
Minute Book #

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## Summary

Approve Lighting Agreement with Mississippi Power Company for additional lighting along Alley between S 24th Avenue and S 25th Avenue - 200 Block Only

## Recommendation Statement

I am recommending approval of Lighting Agreement.

Please place this on the November 3, 2020 City Council meeting for consideration.

DATE: 10/13/20

**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
<b>COBRA HEAD FIXTURES</b>		
100 WATT HPS	_____	_____
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
<b>LED FIXTURES</b>		
90 WATT LED	Install - 3	Alley between S 24th and S 25th Ave - 200 Block Only
110 WATT LED	_____	_____
190 WATT LED	_____	Monthly increase \$66.99
280 WATT LED	_____	_____
<b>OTHER FIXTURES</b>		
Poles	Install - 4 wood	_____
_____	_____	_____
_____	_____	_____

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

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

AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:** Lamar Rutland

**cc:**

**Date:** Tuesday, November 3, 2020

**Re:** Approve Lighting Agreement with Mississippi Power Company for additional lighting at 100 Virginia Drive, 3307 and 3209 Rosewood Drive, and 1225 Beverly Hills Road for a monthly cost increase of \$49.32, and authorize the Mayor to execute the same.  
File Number: 2020-757  
Minute Book #

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## Summary

Approve Lighting Agreement with Mississippi Power Company for additional lighting at 100 Virginia Drive, 3307 and 3209 Rosewood Drive, and 1225 Beverly Hills Road for a monthly cost increase of \$49.32, and authorize the Mayor to execute the same.

## Recommendation Statement

I am recommending approval of lighting agreement.

Please place this on the November 3, 2020 City Council meeting for consideration.

DATE: 10/21/20_____

**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	_____	_____
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____

**LED FIXTURES**

90 WATT LED	<u>Install - 4</u>	<u>100 Virginia Dr, 3307 &amp; 3209 Rosewood, 1225 Beverly Hills</u>
110 WATT LED	_____	<u>Monthly Increase \$49.32</u>
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.



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:**

**cc:** Lamar Rutland

**Date:** Tuesday, November 3, 2020

**Re:** Authorize Lighting Agreement with Mississippi Power Company for additional lighting at 204 4th Avenue Alley for a monthly increase in cost of \$12.33, and authorize the Mayor to execute the same.  
File Number: 2020-768  
Minute Book #

---

## Summary

Authorize Lighting Agreement with Mississippi Power Company for additional lighting at 204 4th Avenue Alley for a monthly increase in cost of \$12.33, and authorize Mayor to execute said agreement.

## Recommendation Statement

I am recommending approval of Lighting Agreement for 204 4th Avenue Alley.

Please place this on the November 3, 2020 City Council meeting for consideration.

DATE: 10/26/20

**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: (G2MPCLSV@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
<b>COBRA HEAD FIXTURES</b>		
100 WATT HPS		
150 WATT HPS	RM: 1	204 4th Ave - Alley - Paid for by homeowner not city currently
250 WATT HPS		
400 WATT HPS		
1000 WATT HPS		
350 WATT MH		
<b>LED FIXTURES</b>		
90 WATT LED	IN: 1	Monthly increase \$12.33
110 WATT LED		
190 WATT LED		
280 WATT LED		
<b>OTHER FIXTURES</b>		

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

**PLEASE MAIL OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT.** AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:** Ann Jones

**cc:**

**Date:** Tuesday, November 3, 2020

**Re:** Approve Agreement between City of Hattiesburg and TV Eyes Inc., for media monitoring services for the City of Hattiesburg for an amount not to exceed \$3,600.00; authorize the Mayor to execute and issuance of a manual check for the same.  
File Number: 2020-760  
Minute Book #

---

## Summary

Authorize Mayor to execute agreement between City of Hattiesburg and TV Eyes Inc., for media monitoring services for the City of Hattiesburg for an amount not to exceed \$3,600.00 and authorize the issuance of a manual check for the same.

## Recommendation Statement

I recommend the approval of this agreement.

Please place this on the November 3, 2020 City Council meeting for consideration.





Date: 23 October 2020

Licensing Agreement

Organization or Institution: City of Hattiesburg

Mailing Address: _____

Primary Contact Name: _____

Contact's Telephone Number: _____

Contact's Email Address: _____

**LICENSE FEES:**

<b>Service Options:</b> (all subscriptions come with unlimited searches, unlimited watch terms and unlimited results)	<b>Total Months:</b>	<b>Cost</b>
<b>TVEyes Media Monitoring Suite (MMS) subscription.</b>  11/1/2020-10/31/2021	<b>12</b>	<b>\$3,600</b> (one invoice up front)

**TVEyes Federal Tax ID: #06-1555547****LICENSE AGREEMENT - TERMS AND CONDITIONS**

- 1. AGREEMENT TO PURCHASE.** This Agreement is entered into as of the date executed by TVEyes, Inc. ("Company" or "we") and the institution or organization identified on the Schedule of Licenses and Fees attached hereto ("Client" or "you"). We hereby agree to sell and you agree to purchase the number of TVEyes- Media Monitoring seats as identified on such Schedule ("the Licenses"). Client agrees to pay Company the fees and Company agrees to deliver the Licenses as set forth in this Agreement. Client may purchase additional seats from time to time by executing one or more supplemental Statement(s) of Licenses that will reference and be subject to the terms and conditions of this Agreement.
- 2. TERM.** The term of this Agreement shall commence on the date executed by Company and extend for the period of time listed as length of term above. TVEyes reserves the right to change the fees associated with this Agreement at the conclusion of each Term.
- 3. OWNERSHIP AND COPYRIGHT.** Company and its third party providers shall retain ownership of all rights in and to the Licenses. Client may not copy, license, sell, resell, transfer, distribute or otherwise exploit any of the foregoing and will use its best efforts to stop any unauthorized use thereof. The data provided is from proprietary sources and may be utilized for Client's internal research and analysis purposes only.
- 4. CONFIDENTIALITY.** The parties agree that the terms of this Agreement shall remain confidential and shall not be divulged to any third party. Nothing in this paragraph shall be deemed to restrict Company's right to include Client's name in its promotional material (e.g., client lists).
- 5. LIMITATION OF LIABILITY.** Neither party shall be liable to the other party for any loss of profit or other commercial injury, or any special incident, punitive or consequential damages under any cause of action arising out of or relating to this agreement, even if advised in advance of the possibility of such damages.
- 6. ASSIGNMENT.** The Client may not assign the license(s) granted under this Agreement without the prior written consent of TVEyes.

7. RELATIONSHIP OF THE PARTIES. Nothing contained in this Agreement shall be deemed to create or constitute a partnership, joint venture, or relationship of principal and agent between the parties.
8. ENTIRE AGREEMENT. This Agreement, consisting of Schedule of Licenses and Fees and Terms and Conditions sets forth the entire agreement between the parties and supersedes any and all previous oral or written agreements or understandings between the parties. This Agreement may not be changed, modified or discharged, in whole or in part, except by a writing signed by both parties.
9. INTEGRATION. TVEyes may, at the request of the client, provide integration to a third-party platform. This will include only search results. This integration will be available only to customers who maintain a contractual relationship with TVEyes. Further, TVEyes is not responsible for the claims made by third-party service providers related to the utilization of TVEyes, its services or its capture network.

Customer Acknowledgement (Initial) _____

#### PAYMENT SCHEDULE

An Invoice will be sent to the person or persons designated below upon execution of this Agreement, and except as expressly set out in this Agreement, will be due and payable in full to TVEyes Net 30 days from date of execution. A late payment fee of 1.5% per month will be applied to all past due balances. TVEyes reserves the right to terminate services if payment of the invoice amount is not received. The client shall have 5 days from the Delivery date within which to notify Company of any material non-conformity of the Licenses. Failure to timely respond shall be deemed acceptance.

Customer Acknowledgement (Initial) _____

**REQUIRED INFORMATION** The following individual has been designated by Client as the primary liaison for any financial obligations to Company described herein, and will be the recipient of any invoices submitted to Client.

Name/Title: _____  
 Billing Address: _____  
 Telephone: _____  
 Fax: _____  
 Email: _____  
 Purchase Order #: _____

#### Agreement Acceptance:

The authorized signatories below, on behalf of their respective organizations, agree to the pricing and other terms outlined herein. This Schedule of Licenses and Fees and list of Terms and Conditions shall be collectively referred to as the "Agreement". All notices or other communications required or permitted under this Agreement shall be forwarded to the individuals named below.

[Client]

Authorized  
Signature: _____

Name/Title: _____

Date: _____

Mailing  
Address: _____

Fax: _____

Email: _____

[Company] TVEyes, Inc.

Authorized  
Signature:  _____

Name/Title: Chris Catropa, Senior Account Executive

Mailing  
Address: TVEyes Inc.  
1150 Post Rd.  
Fairfield, CT 06824  
(203) 254-3600 x233

Fax: (203) 254-3605

Email: ccatropa@tveyes.com



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:**

**cc:**

**Date:** Tuesday, November 3, 2020

**Re:** Approve Agreement between the City of Hattiesburg and Havard Pest Control for pest control services at the Hattiesburg Municipal Court and authorize the Mayor to execute the same.  
File Number: 2020-782  
Minute Book #

---

## Summary

Authorize Mayor to execute a pest control service agreement between the City of Hattiesburg and Havard Pest Control for pest treatment at the Hattiesburg Municipal Court.

## Recommendation Statement

Please place this on the November 3, 2020 City Council meeting for consideration.

Jacksonville  
(256) 435-3330

# HAVARD PEST CONTROL, INC.

P.O. Box 15007 • Hattiesburg, MS 39404-5007 • 1-800-898-0264

No. 157229

Opp  
(334) 493-3710

## PEST CONTROL SERVICE AGREEMENT

THIS AGREEMENT COVERS ONLY THE PREMISES AND PEST SPECIFIED BELOW

Serving South Mississippi Since 1947

East Hattiesburg  
(601) 583-4451

West Hattiesburg  
(601) 264-BUGS  
2847

Columbia  
(601) 736-8018

Picayune  
(601) 749-8888

Wiggins  
(601) 928-9343

Biloxi  
(228) 388-7808

Gulfport  
(228) 868-2520

Mobile  
(251) 661-2847

Foley  
(251) 943-2847

Jackson  
(601) 936-0309

Meridian  
(601) 483-8900

<b>PURCHASER</b>			
Full Name <u>Hattiesburg Municipal Court</u>			
Street Address <u>200 West Pine Street</u>			
City <u>Hattiesburg</u>	State <u>MS</u>	Zip <u>39401</u>	
Telephone _____	(Home) _____	(Work) _____	

### PREMISES

Name _____

Street Address _____

City _____

State _____

Zip _____

Special Instructions _____

Date 10/15/20

### BASIC TREATMENT

For one basic fee, you will be protected from the common household pests listed below:

\$ _____

- ☒ American Roaches
- ☒ German Roaches
- ☒ Oriental Roaches
- ☒ Smoky Brown Roaches
- ☒ Mice
- ☒ Rats
- ☒ Silverfish
- ☒ House Ants

- ☒ House & Perimeter
- ☐ House & Yard

### ADDITIONAL PESTS

At additional costs, you will also be protected from the household pests specified below:

#### Pests

- ☐ Black Widow Spiders
- ☐ Brown Recluse Spiders
- ☐ Carpenter Ants
- ☐ Carpet Beetles
- ☐ Clothes Moths
- ☒ Centipedes, Millipedes
- ☒ Earwigs
- ☒ new Poisonous
- ☒ Spiders

#### Cost

- \$ _____
- \$ _____
- \$ _____
- \$ _____
- \$ _____
- \$ _____
- \$ _____
- \$ _____
- \$ _____

#### Pests

- ☐ Bees
- ☐ House Crickets
- ☐ Mites
- ☐ Ticks
- ☐ Wasps
- ☐ Yellow Jackets
- ☐ Fleas
- ☐ _____
- ☐ _____

#### Cost

- \$ _____
- \$ _____
- \$ _____
- \$ _____
- \$ _____
- \$ _____
- \$ _____
- \$ _____
- \$ _____

### COSTS

The combined costs of your protection is specified below:

\$ 250.00 + Tax

Initial Treatment

\$ _____  
Total Cost of Contract

\$ 250.00

\$ 150.00 per quarter

RTE  
No. 0030

Return Date _____

Return Price _____

- ☐ **Monthly.** It is known by all parties that with a one (1) year signed contract, there will not be an extra charge for recalls, except for fleas. Without a signed contract, there will be a charge for every visit.

customer's signature _____

- ☐ **Yearly Pest Guard.** Once a year pest control guaranteed.

customer's signature _____

- ☒ **Quarterly.** The above property to be treated every three (3) months for the above amount per treatment, for a minimum of one (1) year.

customer's signature _____

- ☐ **One Time.** It is known by all parties that there is no guarantee and there will be a charge for each additional treatment.

customer's signature _____

Comments or Directions

Termite (3) Azoxystrobin Injections on Perimeter of  
Court House and Do Quarterly Pest Control

Time In	Out	Chemical	PCT	Units	Dust	Spray	Cash	Check	Chg. If preapproved by office only

ALL SHADED AREAS MUST BE COMPLETED BEFORE TECHNICIAN RECEIVES CREDIT

Customer's Signature _____

Service Technician's Signature Greg Stiglets



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:** Ann Jones

**cc:**

**Date:** Tuesday, November 3, 2020

**Re:** Approve letter of engagement with Sarah Newton Architect, PLLC., to provide design services for the proposed renovation of the historic Parkhaven Arch and authorize Mayor to execute.  
File Number: 2020-762  
Minute Book #

---

## Summary

Approve letter of engagement with Sarah Newton Architect, PLLC., to provide design services for the proposed renovation of the historic Parkhaven Arch and authorize Mayor to execute.

## Recommendation Statement

I recommend the approval of the letter of engagement.

Please place this on the November 3, 2020 City Council meeting for consideration.

October 19, 2020

Sarah Newton Architect PLLC  
312 3rd Ave.  
Hattiesburg, MS 39401

Attn: Ann Jones, Chief Administrative Officer  
City of Hattiesburg

Re: Parkhaven Arch

Dear Ms. Jones:

Please accept this letter as my proposal to provide design services for the proposed renovation of the Parkhaven Arch, located at the intersection of 22nd Ave. and Hardy Street.

**Project Description:** The City of Hattiesburg is planning to restore the historic archway located at the 22nd Ave. entry to the Parkhaven Historic District. It is currently assumed that the restoration shall include the removal and replacement of the stucco cladding on the arch supports, repair of structural elements or underlayment beneath the stucco, reconstructing the arch that is made of painted plywood, repainting the 'PARKHAVEN' lettering, replacing the lighting system of the arch, and limited site repairs at the base of the arch support. Additional landscape and hardscape repairs, if deemed necessary, shall be performed under a separate contract provided by a qualified landscape architect. The budget for the project will be determined during the course of design.

**Scope of Services:** Sarah Newton Architect PLLC (SNA) proposes to work with the City of Hattiesburg to provide design documents for the renovation of the arch that can be provided to multiple contractors for pricing. The scope of services does not include MEP engineering consultants. Should the need for MEP engineering consultants arise during the course of the project, their fees shall be added as an additional service.

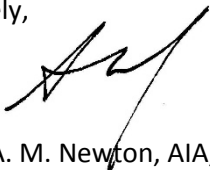
**Deliverables:** SNA shall provide the City with a scalable site plan, elevations, and details outlining the scope of work for each space. Specifications shall be included within those plans.

**Additional Services:** Services not provided for in this proposal that can be added at an hourly rate of \$200 per hour include but are not limited to: bidding and negotiation services, construction administration, MEP consultants, landscape consultants, and surveying.

**Cost of Services:** SNA shall furnish the above the scope of services for a lump sum of \$5,000.

If you have any questions or concerns about this proposal, please do not hesitate to contact me. Should the City of Hattiesburg agree with this proposal as presented, it can be executed by signing below.

Sincerely,



Sarah A. M. Newton, AIA, LEED AP

Approved by:

---



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:** Ann Jones

**cc:**

**Date:** Tuesday, November 3, 2020

**Re:** Approve or Deny an Ordinance creating the Hattiesburg Police Review Board.  
File Number: 2020-794  
Minute Book #

---

## Summary

Approve or Deny an Ordinance creating the Hattiesburg Police Review Board.

## Recommendation Statement

I recommend the approval of this Ordinance.

Please place this on the November 3, 2020 City Council meeting for consideration.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 6, "BOARDS ", OF THE CITY OF HATTIESBURG CODE OF ORDINANCES BY ADDING A NEW ARTICLE XXV; CREATING THE HATTIESBURG POLICE CITIZEN REVIEW BOARD; PROVIDING DEFINITIONS; PROVIDING DUTIES; PROVIDING FOR COMMUNITY ENGAGEMENT; PROVIDING FUNCTIONS, PROVIDING PROCEDURES RELATED TO CRITICAL INCIDENTS; PROVIDING CONFIDENTIALITY REQUIREMENTS; AND PROVIDING BOARD MEMBER APPOINTMENTS AND TERMS.

WHEREAS, the City of Hattiesburg, Mississippi, is a duly organized and incorporated municipality which operates under the Mayor-Council form of government, pursuant to *Miss. Code Ann.* § 21-8-1, et seq., as amended, under which the Mayor exercises executive power and the City Council exercises legislative power; and

WHEREAS, Hattiesburg Police Department (HPD) Officers, as employees of the City of Hattiesburg, operate under the control and supervision of the Chief of Police, pursuant to *Miss. Code Ann.* § 21-21-1, as amended; and

WHEREAS, the City desires that a Board of citizens be established to provide community input in the operation of the HPD as it relates to police-community relations, planning, police training, programming and public education.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Hattiesburg, Mississippi, that this Ordinance shall establish the Hattiesburg Police Citizen Review Board as follows:

"ARTICLE XXV-Hattiesburg Police Citizen Review Board

SECTION 6-139 Definitions

- A. "Board" means the Hattiesburg Police Citizen Review Board
- B. "Chief" means the Chief of the Hattiesburg Police Department. The use of "he" and "his" in this ordinance shall be read as "she" and "her" should the Chief be a female.
- C. "Confidential Information" means any information that may not be obtained by the public under the Mississippi Public Records Act. When submitting information to the Board, the Chief will ensure that identifying marks are placed on any confidential information and/or redact personal information pursuant to *Miss. Code Ann.* § 25-61-12, as amended, and other relevant statutes.
- D. "Critical Incident" means an alleged HPD officer-involved incident of false arrest, false imprisonment, use of excessive force, serious bodily injury or death.
- E. "Department" means the Hattiesburg Police Department.
- F. "Internal Affairs Division" means a staff unit of the Hattiesburg Police Department.

SECTION 6-140 Board established; membership

- A. There is hereby created and established the Hattiesburg Police Citizen Review Board ("the Board"). It is the intent of the City of Hattiesburg that the membership of the Board be representative of the diversity of the city. The purpose of the Board is to provide community input and advice to the Chief of Police in the operation of the HPD in the areas of police-community relations, planning, police training, programming and public education. The purpose of the Board is not to infringe upon the statutory duties and responsibilities of the Mayor and Chief of Police nor to be involved in the day-to-day operations of the HPD, including, but not limited to, personnel issues.
- B. The Board shall consist of the following nine (9) members appointed by the Mayor and ratified by the City Council:



- a. One member representing the Faith-based community and shall not be required to reside within the City of Hattiesburg.
  - b. One member representing law enforcement or the legal community and shall not be required to reside within the City of Hattiesburg
  - c. One member representing the local branch of the NAACP (President or his designee) and shall not be required to reside in the City of Hattiesburg.
  - d. One member representing the business community and shall not be required to reside in the City of Hattiesburg.
  - e. One member from each of the five municipal wards and shall reside within the boundaries of the ward they are appointed to represent.
- C. The initial members of the Hattiesburg Police Citizen Review Board shall be selected following the adoption of this ordinance and shall hold office for a staggered term of office. Thereafter, the members of the Hattiesburg Police Citizen Review Board shall hold office for a four (4) year term.
  - a. Initial appointments shall be:
 

i. Ward 1	One (1) year
ii. Ward 2	Two (2) years
iii. Ward 3	Three (3) years
iv. Ward 4	Four (4) years
v. Ward 5	One (1) year
vi. Faith Based Community	Two (2) years
vii. Law Enforcement/Legal Community	Three (3) years
viii. NAACP President or designee	Four (4) years
ix. Business Community	One (1) year
- D. In the initial establishment of the Hattiesburg Police Citizen Review Board, the City Attorney and Chief Administrative Officer of the City of Hattiesburg shall prepare procedures and by-laws which shall include a procedure for meeting minutes and future modifications to Board procedures and by-laws. This should be done within forty-five (45) days of this ordinance's effective date and prior to any board member selection.
- E. Board member composition shall be reflective of the diversity of the City of Hattiesburg and shall have skills and experiences in areas relevant to the work of the board such as law enforcement, civil rights, litigation, community and business leadership and relevant academic expertise. Board member composition should also strive to bring a broad range of perspectives and life experiences as it relates to interactions with law enforcement.
- F. No member of the board shall hold elected office or hold employment with the City of Hattiesburg.
- G. Each Board member must attend training necessary to execute the Board's duties prior to taking office on the Board, including training on police procedures and policies. The training for the Board shall be designed by the Chief of Police or his designee, the City Attorney, the Municipal Judge or City Prosecutor, and the Chief Administrative Officer of the City. Training should also include input from external agencies such as Fraternal Order of Police or sworn members of the Police Benevolent Association.
- H. Six members of the Board shall constitute a quorum for each board meeting.
- I. Each Board member must attend at least seventy-five (75%) percent of all board meetings.
- J. The membership of the Board shall elect the following officers:
  - a. Officers
    - i. Chair
    - ii. Vice-Chair

- iii. Secretary
- b. The Board shall hold an organizational meeting once established to elect the above officers and to establish bylaws, rules and regulations. Once established, the board shall meet at least quarterly or as critical incident complaints are prepared for the Board.
- K. The office of Internal Affairs with the Hattiesburg Police Department shall provide support to the Board. The Chief of Police shall designate staff to assist the Board.
- L. The Board shall serve without compensation from the City but shall be eligible for reimbursement for actual and necessary expenses incurred in the performance of their duties.

#### SECTION 6-141 Powers and Duties of the Board

- A. The duties of the Board shall include, but not be limited to, advising and making recommendations regarding issues concerning public safety and police services with the City of Hattiesburg such as:
  - a. Enhancement of police-community relations;
  - b. Providing community perspective and recommendations concerning procedures, programs, use of technology and the effectiveness of police service;
  - c. Promoting public awareness of the City's police services and programs including business and residential safety, crime prevention and general police activities;
  - d. Serving as a liaison between the HPD and the community;
  - e. Reviewing significant community issues and making recommendations regarding potential resolutions;
  - f. Reviewing and making recommendations concerning other matters as may be referred to the Board from time to time.
- B. Written complaints against individual police officers shall continue to be filed with the Hattiesburg Police Department's Internal Affairs Division for investigation and presentation to the Chief of Police. The Chief of Police shall review the investigation and provide appropriate disciplinary action based on Hattiesburg Police Department's policies and procedures.
- C. At the conclusion of the investigation and after any appeal period to the Civil Service Commission has expired, the Chief of Police shall present to the Board for its review decisions made by him as to whether discipline growing out of a critical incident allegation was warranted under the disciplinary standards set forth in the Hattiesburg Police Department's Administrative Operations Manual (AOM). In this connection, the Board shall not review personnel complaints or documentary evidence used by the Chief of Police in reaching his decision as to the discipline, if any, of an individual police officer. Without revealing the name of the officer, the Board may be made aware of the total number of complaints against the officer which have been previously substantiated.
- D. The Board may review police policies and procedures as related to allegations of incidents of false arrest, false imprisonment, use of excessive force, serious bodily injury or death which is alleged to be the result of actions of the Hattiesburg Police Department and provide advice to the Chief of Police as to the needs and expectations of the community as it relates to the Police Department and offer new proposals or changes in programs, policies, and standards. The Board shall assist in providing community members with information about Police Department policies and procedures and engaging the opinions and attitudes of the community to be discussed with the Police Department.
- E. In light of the complexities and potential liability associated with topics before the Board, the City of Hattiesburg shall provide legal counsel to the Board to assist with facilitation related to federal, state and local laws.

#### SECTION 6-142 Confidentiality

- A. The Board shall hold meetings in compliance with the Mississippi Open Meetings Act.
- B. A Board member commits a misdemeanor if he or she discloses to another person confidential information obtained in the course of his or her Board duties. The confidentiality of any file, record, or other data received by the Board in its review of an incident shall be strictly maintained by every board member.
  - a. An offense under this section is punishable by a fine not to exceed \$500.00 and result in the immediate removal from the Board.

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

AYES:

NAYS:

ABSENT

The President thereby declared the motion carried and the Ordinance adopted, this the _____ day of _____, A.D., 2020.

(SEAL)

ATTEST:

ADOPTED:

_____  
CLERK OF COUNCIL

-----  
PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, A.D., 2020.

ATTEST:

APPROVED:

_____  
CITY CLERK

_____  
MAYOR



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:** Andrew Ellard, Director

**cc:** Kermas Eaton, City Clerk

**Date:** Tuesday, November 3, 2020

**Re:** Amend grant agreement and rescind Contractor and Owner Agreement approved 10/08/2019 and approve Contractor and Owner Agreement for Carolyn White 213 S. 11th Avenue according to the Housing Rehabilitation and Housing Programs Manual Section VII (E) and authorize the Mayor to execute in triplicate.  
File Number: 2020-776  
Minute Book #

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## Summary

Amend grant agreement and rescind Contractor and Owner Agreement approved 10/08/2019 and approve Contractor and Owner Agreement for Carolyn White 213 S. 11th Avenue according to the Housing Rehabilitation and Housing Programs Manual Section VII (E) and authorize the Mayor to execute in triplicate.

## Recommendation Statement

I recommend approval of this item

Please place this on the November 3, 2020 City Council meeting for consideration.

**CITY OF HATTIESBURG COMMUNITY DEVELOPMENT**  
**Homeowner Rehabilitation/Reconstruction Program**  
**Project HRRP**

**Contractor & Owner Agreement**

THIS AGREEMENT, made the ____ day of _____, 2020 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Carolyn White of 213 S 11th Avenue, Hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi _____, hereinafter called the Contractor.

**WITNESSETH**

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the Work Write-Up and described in the specifications and other Contract Documents prepared for the **213 S 11th Avenue** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **213 S 11th Avenue**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after issuance of the Notice to Proceed. **One hundred dollars (\$100.00) per day, as liquidated damages, will be deducted from the final payment for every day project repair completion exceeds sixty (30) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ (\$_____) subject to any written

additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a wavier of all claims by the Contractor except those preciously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **213 S 11th Avenue** for three (3) years. Homeowner agrees to occupy the rehabilitated home for three (3) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the three (3) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2020.

_____  
Carolyn White                      Date

_____  
Homeowner                      Date

**City of Hattiesburg, Mississippi**

**Contractor**

By: _____  
Toby Barker, Mayor

By: _____

Date: November 3, 2020

Date: _____

Attest: _____  
Kermas Eaton, City Clerk

Attest: _____

CITY OF HATTIESBURG  
**HOUSING REHABILITATION (25K+)**  
GRANT AWARD AGREEMENT  
AMENDMENT

By my signature below I, **Carolyn White of 213 South 11th Avenue**, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the ____ day of _____, 2020.

_____  
Homeowner's Signature

_____  
Spouse's Signature

**GRANT AWARD**

The Homeowner(s), **Carolyn White of 213 South 11th Avenue**, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **213 South 11th Avenue**. The amount of the award shall be the actual cumulative cost of all related preparation and work, including but not limited to: preliminary environmental testing, required abatement work, construction costs, any required legal filing fees, any change orders/discovery repairs and any approved voluntary temporary relocation assistance. General construction/rehabilitation/repair costs are not to exceed \$60,000, excluding change orders/discovery repairs necessary to meet building codes and program standards according to the Housing Rehabilitation and Housing Repair Programs Manual Section VIII(E). Other associated costs are in addition to the \$60,000 described for general construction/rehabilitation/repair. Lead and/or Asbestos activities are contracted separately. All actual costs together are subject to any Deed Restrictions and/or affordability period associated with the project.

**City of Hattiesburg, Mississippi**

By: _____  
Toby Barker, Mayor

Date: November 3, 2020

Attest: _____  
Kermas Eaton, City Clerk





# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:** Anthony Parker

**cc:**

**Date:** Tuesday, November 3, 2020

**Re:** Authorize acceptance of the award for the U.S. Department of Justice, Bureau of Justice Assistance, 2020 Bulletproof Vest Partnership Grant to purchase bulletproof vests for the Hattiesburg Police Department. The grant reimbursement to the city will provide \$14,882.40 (50%) of the cost of the vests.  
File Number: 2020-761  
Minute Book #

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## Summary

2020 USDOJ Bulletproof Vest Partnership Grant Award

## Recommendation Statement

I recommend authorization of acceptance of the award for the U.S. Department of Justice, Bureau of Justice Assistance, 2020 Bulletproof Vest Partnership Grant to purchase bulletproof vests for the Hattiesburg Police Department. The grant reimbursement to the city will provide \$14,882.40 (50%) of the cost of the vests.

Please place this on the November 3, 2020 City Council meeting for consideration.

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## APPLICATION DETAILS

### APPLICATION PROFILE

Participant	HATTIESBURG CITY
Fiscal Year	2020
Number of Agencies Applied	0
Total Number of Officers for Application	101
Number of Officers on Approved Applications	101

### APPLICATION PROFILE

Fiscal Year	2020
Vest Replacement Cycle ⓘ	4
Number of Officers	101
Number of Emergency Replacement Needs ⓘ	Number of Stolen or Damaged 0 Number of Officer Turnover 0

## APPLICATION DETAILS

NIJ#	Quantity	Unit Price	Extended Cost	Tax Shipping and Handling	Total Cost
BA- 3A00S- XT03	39	\$763.20	\$29,764.80	\$0.00	\$29,764.80
<b>Grand Totals</b>	<b>39</b>		<b>\$29,764.80</b>	<b>\$0.00</b>	<b>\$29,764.80</b>

## AWARD SUMMARY FOR FY2020 REGULAR SOLICITATION

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular Fund	\$29,764.80	\$14,882.40	10/19/20	Approved by BVP
<b>Grand Totals:</b>	\$29,764.80	\$14,882.40		

RETURN



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:** Lamar Rutland

**cc:**

**Date:** Tuesday, November 3, 2020

**Re:** Acknowledge receipt of closing documents for the 38th Avenue Pathway project;  
Authorize final acceptance of the project; Authorize payment of final pay  
application.  
File Number: 2020-777  
Minute Book #

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## Summary

Acknowledge receipt of closing documents for the 38th Avenue Pathway project; Authorize final acceptance of the project; Authorize payment of final pay application.

## Recommendation Statement

I recommend approval of this item.

Please place this on the November 3, 2020 City Council meeting for consideration.

October 23, 2020  
N-S Project No. 15122.000

Lamar Rutland, P.E.  
Director of Engineering  
City of Hattiesburg  
P.O. Box 1898  
Hattiesburg, MS 39403-1898

REFERENCE: CONTRACTORS FINAL ESTIMATE  
CITY OF HATTIESBURG  
38TH AVENUE PATHWAY

Dear Mr. Rutland:

Enclosed are three (3) originals of the Contractor's Final Estimate along with Final Close-Out Documents for the referenced project. I have reviewed the Contractor's Final Estimate and find the pay application to be in order. I, therefore, recommend payment to the contractor L & A Contracting Company, in the amount of \$177,159.89 for work completed.

Please call me at 545-1565 if you have any questions or need additional information.

Sincerely,

NEEL-SCHAFFER, INC.



Geoffrey Crosby, P.E.  
Senior Project Manager

Enclosures

From: L & A Contracting Company  
P.O. Box 16749  
Hattiesburg, MS 39404

PROJECT NUMBER NS 2-8667 018-34

PAY APPLICATION

ESTIMATE PERIOD ENDING:

L&A 497

38th Avenue Sidewalk  
497-FINAL  
7/9/2020

To: Neel-Schaffer, Inc.  
704 Hardy St  
Hattiesburg, MS 39401  
(P) 601-545-1565  
(F)  
Attn: Geoffrey Crosby, P.E.

LINE ITEM	PAY ITEM	DESCRIPTION	PLAN QUANTITY	UNIT	UNIT PRICE	BID AMOUNT	PREVIOUS QUANTITY	CURRENT QUANTITY	CURRENT AMOUNT	TO DATE QUANTITY	AMOUNT	% CMP
350	620-A	MOBILIZATION	1.00	LS	\$ 26,000.00	\$ 26,000.00	1.00	0.000	\$ -	1.00	\$26,000.00	100%
10	202-A	REMOVAL OF OBSTRUCTIONS	1.00	LS	\$ 7,496.65	\$ 7,496.65	1.00	0.000	\$ -	1.00	\$7,496.65	100%
20	202-B	REMOVAL OF CONCRETE SIDEWALK	325.00	SY	\$ 30.38	\$ 9,873.50	186.66	162.420	\$ 4,934.32	349.08	\$10,605.05	107%
30	202-B	REMOVAL OF PAVEMENT, ALL TYPES AND DEPTHS	850.00	SY	\$ 29.93	\$ 25,440.50	227.89	617.290	\$ 18,475.49	845.18	\$25,296.24	99%
40	202-B	REMOVAL OF CURB & GUTTER, ALL TYPES	400.00	LF	\$ 21.20	\$ 8,480.00	182.000	222.375	\$ 4,714.35	404.375	\$8,572.75	101%
50	203-A	UNCLASSIFIED EXCAVATION, FM, AH	200.00	CY	\$ 30.08	\$ 6,016.00	-	0.000	\$ -	-	\$0.00	0%
60	203-G	EXCESS EXCAVATION, FM, AH	100.00	CY	\$ 23.58	\$ 2,358.00	-	0.000	\$ -	-	\$0.00	0%
70	203-EX	BORROW EXCAVATION, AH, FME, CLASS B9	600.00	CY	\$ 20.72	\$ 12,432.00	456.49	0.000	\$ -	456.49	\$9,458.47	76%
80	211-A	TOPSOIL FROM RIGHT OF WAY	3,500.00	SY	\$ 3.17	\$ 11,095.00	904.44	52,780	\$ 167.31	957.22	\$3,034.39	27%
90	211-B	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	50.00	CY	\$ 46.22	\$ 2,311.00	-	0.000	\$ -	-	\$0.00	0%
340	618-A	MAINTENANCE OF TRAFFIC	1.00	LS	\$ 27,658.18	\$ 27,658.18	0.616	0.38429	\$ 10,628.64	1.00	\$27,658.18	100%
360	626-H	THERMOPLASTIC LEGEND, WHITE (6" EQUIV.)	3,050.00	LF	\$ 8.00	\$ 24,400.00	-	0.000	\$ -	-	\$0.00	0%
100	216-B	SOLID SODDING, CENTIPEDE	2,400.00	SY	\$ 4.16	\$ 9,984.00	-	1,278.000	\$ 5,316.48	1,278.00	\$5,316.48	53%
110	219-A	WATERING	380.00	KGAL	\$ 26.00	\$ 9,880.00	-	100.000	\$ 2,600.00	100.00	\$2,600.00	26%
120	220-A	INSECT PEST CONTROL	1.00	ACRE	\$ 39.00	\$ 39.00	-	0.000	\$ -	-	\$0.00	0%
130	234-A	TEMPORARY SILT FENCE	1,000.00	LF	\$ 4.32	\$ 4,320.00	-	0.000	\$ -	-	\$0.00	0%
140	237-A	WATTLES, 20"	200.00	LF	\$ 4.33	\$ 866.00	-	0.000	\$ -	-	\$0.00	0%
150	246-A	SANDBAGS	100.00	EA	\$ 6.16	\$ 616.00	-	0.000	\$ -	-	\$0.00	0%
160	601-B	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	15.00	CY	\$ 357.27	\$ 5,359.05	2.14	0.000	\$ -	2.14	\$764.56	14%
170	602-A	REINFORCING STEEL	1,500.00	LBS	\$ 1.48	\$ 2,220.00	145.62	0.000	\$ -	145.62	\$215.52	10%
180	603-CE	15" CORRUGATED POLYETHYLENE PIPE	100.00	LF	\$ 36.27	\$ 3,627.00	112.00	0.000	\$ -	112.00	\$4,062.24	112%
190	603-CA	15" REINFORCED CONCRETE PIPE CLASS III	16.00	LF	\$ 200.80	\$ 3,212.80	-	0.000	\$ -	-	\$0.00	0%
200	603-CB	15" CONCRETE END SECTION	1.00	EA	\$ 717.83	\$ 717.83	2.00	0.000	\$ -	2.00	\$1,435.66	200%
210	907-603-PP	18" CORRUGATED POLYETHYLENE INLINE INLET, PER PLANS	7.00	EA	\$ 2,705.01	\$ 18,935.07	4.00	0.000	\$ -	4.00	\$10,820.04	57%
220	608-A	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	3,000.00	SY	\$ 29.59	\$ 88,770.00	2,335.78	663.340	\$ 19,628.23	2,999.12	\$88,743.96	100%
230	907-616-A	COLOR CONCRETE WITH SCORING	60.00	SY	\$ 182.31	\$ 10,938.60	-	81.000	\$ 14,767.11	81.00	\$14,767.11	135%
240	907-616-B	STAMPED AND COLORED CONCRETE (BRICK PATTERN)	2,050.00	SF	\$ 22.10	\$ 45,305.00	-	1,080.000	\$ 23,868.00	1,080.00	\$23,868.00	53%
250	907-616-C	STAMPED CONCRETE, BRICK PATTERN WITH TRUNCATED DOMES	27.00	EA	\$ 229.05	\$ 6,184.35	-	29.000	\$ 6,642.45	29.00	\$6,642.45	107%
260	609-B	CONCRETE CURB, HEADER	200.00	LF	\$ 64.79	\$ 12,958.00	-	145.000	\$ 9,394.55	145.00	\$9,394.55	73%
270	609-D	TYPE 1 MODIFIED CURB AND GUTTER	130.00	LF	\$ 31.98	\$ 4,157.40	113.00	0.000	\$ -	113.00	\$3,613.74	87%
280	907-609-PP	6" CONCRETE BAND, PER PLANS	515.00	LF	\$ 8.53	\$ 4,392.95	364.00	66.000	\$ 562.98	430.00	\$3,667.90	83%
290	613-D	MODIFY EXISTING INLET, PER PLANS	3.00	EA	\$ 2,368.47	\$ 7,105.41	1.00	0.000	\$ -	1.00	\$2,368.47	33%
300	613-D	ADJUSTMENT OF WATER METER	13.00	EA	\$ 882.62	\$ 11,474.06	3.00	4.000	\$ 3,530.48	7.00	\$6,178.34	54%

LINE ITEM	PAY ITEM	DESCRIPTION	PLAN QUANTITY	UNIT	UNIT PRICE	BID AMOUNT	PREVIOUS QUANTITY	CURRENT QUANTITY	CURRENT AMOUNT	TO DATE QUANTITY	AMOUNT	% CMP
310	614-B	CONCRETE DRIVEWAY, WITH REINFORCEMENT, 6" THICKNESS	750.00	SY	\$ 58.50	\$ 43,875.00	246.29	87.600	\$ 5,124.60	333.89	\$19,532.57	45%
320	815-B	GROUTED RIPRAP, #100	50.00	SY	\$ 219.18	\$ 10,959.00	75.00	0.000	\$ -	75.00	\$16,438.50	150%
330	815-E	GEOTEXTILE FOR SUBSURFACE DRAINAGE, TYPE V, NON-WOVEN	50.00	SY	\$ 16.43	\$ 821.50	75.00	0.000	\$ -	75.00	\$1,232.25	150%
370	632-C	TRAFFIC SIGNAL CABINET MODIFICATIONS	1.00	EA	\$ 12,446.20	\$ 12,446.20	1.00	0.000	\$ -	1.00	\$12,446.20	100%
380	634-A	TYPE VI PEDESTRIAN SIGNAL POLE WITH FOUNDATION	1.00	EA	\$ 7,101.90	\$ 7,101.90	1.00	0.000	\$ -	1.00	\$7,101.90	100%
390	635-A	TYPE 6 SIGNAL WITH PUSH BUTTON AND SIGN	2.00	EA	\$ 1,307.80	\$ 2,615.60	2.00	0.000	\$ -	2.00	\$2,615.60	100%
400	636-D	2-1/2" MSA-20-1, AWG14, 5 CONDUCTOR	200.00	LF	\$ 2.08	\$ 416.00	2.00	198.000	\$ 411.84	200.00	\$416.00	100%
500	637-C	TRAFFIC SIGNAL CONDUIT, DRILLED OR JACKED, ROLL PIPE, 2"	25.00	LF	\$ 4.23	\$ 105.75	25.00	0.000	\$ -	25.00	\$105.75	100%
410	637-D	2" SCHEDULE 40 CONDUIT WITH PULL STRING, JACK OR BORED	330.00	LF	\$ 20.80	\$ 6,864.00	365.00	0.000	\$ -	365.00	\$7,592.00	111%
420	637-C	2" SCHEDULE 40 CONDUIT WITH PULL STRING	3,570.00	LF	\$ 4.10	\$ 14,637.00	2,283.00	292.000	\$ 1,197.20	2,575.00	\$10,557.50	72%
430	637-A	TRAFFIC SIGNAL PULL BOX TYPE 1	1.00	EA	\$ 1,214.20	\$ 1,214.20	1.00	0.000	\$ -	1.00	\$1,214.20	100%
440	637-A	TRAFFIC SIGNAL PULL BOX TYPE 3	1.00	EA	\$ 891.80	\$ 891.80	1.00	0.000	\$ -	1.00	\$891.80	100%
450	637-D	JACK OR BORE 2" ROLL PIPE	365.00	LF	\$ 20.80	\$ 7,592.00	150.00	140.000	\$ 2,912.00	290.00	\$6,032.00	79%
460	682-D	ELECTRICAL PULL BOX	23.00	LF	\$ 769.41	\$ 17,696.43	-	23.000	\$ 17,696.43	23.00	\$17,696.43	100%
470	686-A	RELOCATION OF UPLIGHT AND CONDUCTORS	3.00	EA	\$ 530.40	\$ 1,591.20	2.00	0.000	\$ -	2.00	\$1,060.80	67%
480	809-A	RETAINING WALL	380.00	SF	\$ 39.86	\$ 15,146.80	353.00	0.000	\$ -	353.00	\$14,070.58	93%
490	907-613-PP	RELOCATION OF SEWER CLEANOUT, PER PLANS	1.00	EA	\$ 3,367.87	\$ 3,367.87	2.00	0.000	\$ -	2.00	\$6,735.74	
ADJUSTMENT						\$ 561,965.60					\$ -	
Total Bid												
Approved By:												
LS												
CTS												
SP												
CTSHH												
Prepared By:												
RH												

5% Retainage	\$152,572.49	<-C	T--	\$428,320.56	76%
LDs	\$13,787.40	U	O	\$0.00	
	\$10,800.00	R		\$0.00	
	\$0.00	R	D	\$0.00	
	\$0.00	E	A	\$0.00	
Previous Payments	\$0.00	N	T	(\$251,160.67)	
	\$177,159.89	<-T	E--	\$177,159.89	

10/1/20  
Date

*Richard Hansen*

Richard Hansen

## CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Project/ Owner

Contractor

Project: NS-2-8667.018-34

Name: L&A Contracting Company

Address: 38th Avenue Sidewalk

Address: PO Box 16749  
Hattiesburg, MS 39404

Owner: City of Hattiesburg, MS

Contractor Licence: 0063-MC

Contract Date: 06 / 07 / 2019

### TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of  
One hundred seventy seven thousand one hundred fifty-nine dollars and eighty-nine cents  
Dollars (\$177,159.89) constitutes the entire **unpaid** balance due the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Dated this 22 day of October 2020

Witness to Signature:

Stacy Pitts  
RI

L & A Contracting Company  
Contractor  
By: [Signature]  
Title: Vice President



# ***L & A CONTRACTING COMPANY***

**ENGINEER • DESIGN • CONSTRUCT**

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

Since 1947  
O.L. Sims (1908-1981)  
Harley L. Sims Sr. (1928-1997)  
Ray A. Sims Sr. (1930-2010)

October 15, 2020

Neel-Schaffer  
704 Hardy St.  
Hattiesburg, MS 39401

via mail

Att: Mr. Geoffrey Crosby  
Project Engineer

Re: Project # NS 2-8667.018-34  
38th Avenue Sidewalk  
City of Hattiesburg  
Hattiesburg, MS, Forrest County

Mr. Crosby,

A contract dated June 7, 2019 was executed between L&A Contracting Company and the City of Hattiesburg, MS for the project referenced above. As per Contract's Specifications Section 14.07, L&A Contracting Company submits this document as guarantee that the work performed on Project #NS 2-8867.018-34 for the City of Hattiesburg, MS will not be defective as required by the contract. This warranty period began upon final acceptance of the project on June 9, 2020 and will expire on June 9, 2021.

Sincerely,



Charlie T. Sutherland  
Vice President

**SUBCONTRACTOR'S FINAL LIEN WAIVER AND CERTIFICATION**

CONTRACTOR: L & A CONTRACTING COMPANY

PROJECT: NS 2-8667.018-34      38TH AVENUE SIDEWALK, INC.

OWNER: CITY OF HATTIESBURG, MS

SUBCONTRACTOR: COMMERCIAL ELECTRIC OF LONG BEACH, INC.

The subcontractor hereby certifies and makes oath that: (1) The work covered by this Subcontractor has been completed; (2) All of the Subcontractor's subcontractors, material suppliers and laborers have been paid in full for all work performed and for which previous Subcontractor Requisitions have been made and paid by the Contractor; (3) There exists no disputes between the Subcontractor or any of (his) (her) subcontractors, material suppliers and laborers with respect to amounts payable to them pursuant to any subcontract, purchase order, or any other similar agreement, nor are there any such disputes with respect to the quality of work performed or materials furnished and incorporated into the work by or on behalf of such parties; and (4) With payment of **\$18,919.42** requested by this Subcontractor Requisition No. **3-Final**, the undersigned Subcontractor does hereby fully release and waive all lien rights against the Contractor and the Owner on account of the Work and Title to all materials does hereby pass to the Contractor and Owner.

COMMERCIAL ELECTRIC OF LONG BEACH, INC.

Subcontractor

By

Shawn Redo Date 10-20-20

State of

MS

County

HARRISON

Before me, PATRICIA L. BROWN, a Notary Public of the State and County aforesaid, personally appeared, Shawn Redo, who, upon oath, acknowledged (him) (her) self to be President of Commercial Electric of Long Beach, Inc. within named bargainer, of the (Corporation) (Proprietorship) (Partnership) and that (he) (she) as such, being duly authorized to do so, executed the foregoing statement for the purpose therein contained, by signing (his) (her) name for the Company.

Witness my hand and seal this

20

day of

October

, 20 20



Patricia L. Brown  
Notary Public

My commission expires:

**CONSENT OF SURETY  
TO FINAL PAYMENT**

*AIA Document G707*

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input checked="" type="checkbox"/>
OTHER	<input type="checkbox"/>

Bond No. 80C204175

**TO OWNER:**  
*(Name and address)*

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

**PROJECT:**  
*(Name and address)*

38th Avenue Pathway, City of Hattiesburg, MS

**ARCHITECT'S PROJECT NO.:**

**CONTRACT FOR:** See Project Description Below:

**CONTRACT DATED:**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

on bond of  
*(Insert name and address of Contractor)*

L & A Contracting Company  
P.O. Box 16749  
Hattiesburg, MS 39404

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of  
any of its obligations to  
*(Insert name and address of Owner)*

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

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: October 15, 2020  
*(Insert in writing the month followed by the numeric date and year.)*

Attest:  
(Seal):

Angela Bullie, Witness



Liberty Mutual Insurance Company

*(Surety)*

By:

*(Signature of authorized representative)*

Amanda Jean Charfauros Attorney-in-Fact

*(Printed name and title)*

Resident MS Agent / Fisher Brown Bottrell Insurance, Inc.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**Liberty  
Mutual.**

**SURETY**

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Amanda Jean Charfauros of the city of Jackson, state of MS its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: L & A Contracting Company

Obligee Name: City of Hattiesburg

Surety Bond Number: 80C204175

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of December, 2018.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

ss

On this 12th day of December, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



**COMMONWEALTH OF PENNSYLVANIA**  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of October, 2020.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:** Ginger Lowrey, Planning Administrator

**cc:** Andrew Ellard, Director

**Date:** Tuesday, November 3, 2020

**Re:** Ratify and confirm the Mayor's appointment of Victoria Bolls (W2) to the Hattiesburg Board of Adjustment for a three year term beginning November 3, 2020 and ending November 2, 2023.  
File Number: 2020-784  
Minute Book #

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## Summary

Board of Adjustment appointment – Victoria Bolls

## Recommendation Statement

Ratify and confirm the Mayor's appointment of Victoria Bolls (W2) to the Hattiesburg Board of Adjustment

Please place this on the November 3, 2020 City Council meeting for consideration.

## BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Board of Adjustments

TERM OF OFFICE 3 years PERIOD November 2, 2020 and ending November 2, 2023

TERM EXPIRED: X OR RESIGNED: _____ LETTER ATTACHED: _____

REPLACES Jessie Wilson (Term expired 4/17/0219)

-----

NAME OF PROPOSED APPOINTEE Victoria Bolls

ADDRESS 804 Longstreet Drive, Hattiesburg, MS

HOME PHONE NUMBER 601-506-3100 WARD Ward 2

PLACE OF EMPLOYMENT Mississippi Department of Child Protection Services

EMPLOYMENT ADDRESS 1604 W Pine St, Hattiesburg, MS

EMPLOYMENT PHONE NO: 601-554-4354 POSITION: Child/Family Protection Specialist

-----

PERSON CONTACTED BY Toby Barker, Mayor DATE: _____

AGREED TO SERVE: Yes DECLINED: _____

# VICTORIA BOLLS

804 Longstreet Dr, Hattiesburg, MS 39401, USA    Hattiesburg, MS, 39401    (601) 506-3100    toribolls@gmail.com

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## WORK EXPERIENCE

### MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES , HATTIESBURG, MS

*Child/Family Protection Specialist, Jun 2017 – Present*

- Interviews clients to determine what services are required to meet their needs.
- Keeps records of assigned cases
- Places and supervises children requiring foster home placement.
- Addresses legal issues, such as child abuse and neglect, assists with hearings, and provides testimony to inform custody arrangements.
- Documents activities and time spent with clients in the case files, case management systems, and/or agency time studies.
- Appears and testifies in Youth Court
- Assists in the investigative process of reports of neglect, abuse, or exploitation of children
- Coordinates services with mental health professionals or other health professionals, such as doctors, nurses, and/or social workers
- Consults with parents, teachers, and other school personnel to determine causes of problems such as truancy and misbehavior.
- Participates in case conferences and/or staff meetings.

### ARAMARK HIGHER EDUCATION- STARBUCKS, HATTIESBURG, MS

*Lead Supervisor, Aug 2015 – May 2017*

- Prepare or serve hot or cold beverages, such as coffee, espresso drinks, blended coffees, or teas.
- Check temperatures of freezers, refrigerators, or heating equipment to ensure proper functioning.
- Describe menu items to customers or suggest products that might appeal to them.
- Receive and process customer payments.
- Serve prepared foods, such as muffins, biscotti, or bagels.
- Set up or restock product displays.

### CREATIVE KIDS CHRISTIAN LEARNING CENTER, HATTIESBURG, MS

*Lead Teacher, Sep 2013 – May 2015*

- Attend to children's basic needs by feeding them, dressing them, and changing their diapers.
- Serve meals and snacks in accordance with nutritional guidelines.
- Identify children showing signs of emotional, developmental, or health-related problems, and discuss them with supervisors, parents or guardians, and child development specialists.
- Maintain accurate and complete student records as required by laws, district policies, and administrative regulations.

- Attend professional meetings, educational conferences, and teacher training workshops to maintain and improve professional competence.
- Establish and enforce rules for behavior, and procedures for maintaining order.
- Organize and lead activities designed to promote physical, mental and social development, such as games, arts and crafts, music, storytelling, and field trips.
- Teach basic skills such as color, shape, number and letter recognition, personal hygiene, and social skills.

#### ARAMARK HIGHER EDUCATION- STARBUCKS, HATTIESBURG, MS

*Student Manager, Aug 2010 – May 2013*

- Prepare or serve hot or cold beverages, such as coffee, espresso drinks, blended coffees, or teas.
- Check temperatures of freezers, refrigerators, or heating equipment to ensure proper functioning.
- Describe menu items to customers or suggest products that might appeal to them.
- Receive and process customer payments.
- Serve prepared foods, such as muffins, biscotti, or bagels.
- Set up or restock product displays.

### EDUCATION

UNIVERSITY OF SOUTHERN MISSISSIPPI  
HATTIESBURG, MS

*Child and Family Studies Family Relations (May 2017)*

HINDS COMMUNITY COLLEGE  
RAYMOND, MS

*General Studies General Studies (May 2010)*

### REFERENCES

References available upon request





# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:** Ginger Lowrey, Planning Administrator

**cc:** Andrew Ellard, Director

**Date:** Tuesday, November 3, 2020

**Re:** Ratify and confirm the Mayor's appointment of Jan Lacy (W1) to the Hattiesburg Board of Adjustment for a three year term beginning November 3, 2020 and ending November 2, 2023.  
File Number: 2020-785  
Minute Book #

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## Summary

Board of Adjustment appointment – Jan Lacy

## Recommendation Statement

Ratify and confirm the Mayor's appointment of Jan Lacy (W1) to the Hattiesburg Board of Adjustment

Please place this on the November 3, 2020 City Council meeting for consideration.



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:**

**cc:**

**Date:** Tuesday, November 3, 2020

**Re:** Adopt a Resolution appointing Anna Rush as Municipal Prosecutor for the City of Hattiesburg.  
File Number: 2020-787  
Minute Book #

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## Summary

Adopt a Resolution appointing Anna Rush as Municipal Prosecutor for the City of Hattiesburg.

## Recommendation Statement

Please place this on the November 3, 2020 City Council meeting for consideration.

**RESOLUTION FOR APPOINTING A PART-TIME MUNICIPAL COURT  
PROSECUTOR  
FOR THE CITY OF HATTIESBURG**

**WHEREAS**, the Council recognizes the need to extend the appointment of Municipal Prosecutor, and

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

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

**Section 1.** That Anna Rush, be appointed as Municipal Court Prosecutor, effective November 3, 2020 until further ordered.

**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 3rd day of November, 2020.

( S E A L )

ATTEST:

ADOPTED:

_____  
CLERK OF COUNCIL

_____  
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd Day of November, 2020.

ATTEST:

APPROVED:

_____  
CITY CLERK

_____  
MAYOR

**PROFESSIONAL EXPERIENCE**

Rush Law Firm- Hattiesburg, MS

**August 2018-present**

**Owner**

- Legal practice focused on family law, criminal law, and business formation
- Government relations consulting with emphasis in appropriations

City of Hattiesburg Municipal Court- Hattiesburg, MS

**October 2017-present**

**Assistant Prosecutor**

- Trial experience in DUI, Code Enforcement, and other misdemeanors
- Represent State in felony preliminary hearings, bond settings and reductions

Jefferson B. Stewart and Associates - Hattiesburg, MS

**May 2016-July 2018**

**Attorney; Government Consultant**

- Legal practice focused on Family Law, personal injury and 1983 civil rights litigation
- Government consulting focused on Emergency Management and Appropriations

United States Congress – Representative Steven Palazzo (R) MS-04, Washington, DC

**Legislative Assistant**

**August 2014 – May 2016**

- Advise the Congressman on a wide portfolio of issues: Healthcare, Energy, Environment, Natural Resources, Emergency Management, Homeland Security, Commerce, Justice, Science, and Insurance
- Provide legislative counsel to the Congressman, Supervising attorney for fellows

North Mississippi Rural Legal Services, Oxford, MS

**Feb 2014 – May 2014**

**Volunteer.** Handled cases including bankruptcy and family law matters

United States Senate Office – Senator Thad Cochran (R-MS), Oxford, MS

**Dec 2012 – Jan 2014**

**Intern.** Assisted in casework related to Bureau of Prisons, Department of Justice, and Department of Interior

The Daily Mississippian Newspaper, Oxford, MS

**June 2012 – May 2014**

**Weekly Opinion Writer.** Published a weekly opinion column primarily focused on legal or political issues

John C. Stennis Institute of Government, Starkville, MS

**May 2009 – May 2011**

**Student Research Assistant.** Researched for political organizations, analysts, and officials (MS and national)

**EDUCATION**

**J.D.** University of Mississippi School of Law

**May 2014**

Moot Court Board, International Law and Research at University of Cambridge

**B.A. Political Science** Mississippi State University

**May 2011**

Graduated Summa Cum Laude, Shackouls Honors College

**BAR ADMITTANCE AND AFFILIATIONS**

Mississippi Bar, South Central Mississippi Bar Association, Hattiesburg Young Lawyers

**February 2014-present**

United States Court of Appeals for the Fifth Circuit, Supreme Court of Mississippi,

United States District Courts-North and South Mississippi

**COMMUNITY INVOLVEMENT**

**Hattiesburg, MS:**

South Central MS Bar Ass'n- **Secretary**; Young Professionals -**Chair** in 2018; **Chair** of 100 Years of Women's Suffrage Celebration; **Director**- MS Bar Association Young Lawyers; Board of Directors for: MS Volunteer Lawyer Program MS Center for Legal Services and Kids Hub Advocacy Center

**Washington, DC:**

Mississippi Society of Washington, DC – **Social Chair**; MSU Alumni Association DC- **Scholarship Chair**; 2016 Taste of the South- **Mississippi Vice Chair**

**Oxford, MS:**

UM Law School Student Body **Attorney General**; Law Association of Women **President**

**Starkville, MS:**

**John C. Stennis Scholar**; Lambda Sigma Honor Society **President**; Phi Mu Fraternity **President**; Maroon VIP **President**; Student Government Executive Committee; Student Body **Senator**



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:**

**cc:**

**Date:** Tuesday, November 3, 2020

**Re:** Adopt a Resolution appointing Steven Adamson as Assistant Municipal Prosecutor for the City of Hattiesburg.  
File Number: 2020-788  
Minute Book #

---

## Summary

Adopt a Resolution appointing Steven Adamson as Assistant Municipal Prosecutor for the City of Hattiesburg.

## Recommendation Statement

Please place this on the November 3, 2020 City Council meeting for consideration.

**STEVEN ADAMSON**  
229 S 23rd Ave, Hattiesburg, MS 39401  
steveo.adamson@gmail.com  
(601) 620-9552  
**MS Bar License: 105896**

## **EDUCATION**

**The University of Mississippi School of Law**, Oxford, MS  
*Juris Doctor*, May 2018

**The University of Southern Mississippi**, Hattiesburg, MS  
*Doctor of Philosophy* in Chemistry (Biochemistry), December 2006  
Dissertation: “The Regulation of a DNA-Compacting Plastid Nucleoid Protein”

**Concordia College**, Moorhead, MN  
*Bachelor of Arts* in Chemistry, May 2001

## **LEGAL EXPERIENCE**

**Hattiesburg Municipal Court**, Hattiesburg, MS  
*Deputy Court Clerk*, 05/2019 – Current

- Responded to inquiries from attorneys, judicial and law enforcement officers, and the general public;
- Processed and filed legal documents, correspondence, motions, and orders; related to traffic cases, domestic abuse protection orders, and criminal misdemeanors;
- Prepared files for criminal misdemeanor inmate docket.

**The United States Attorney’s Office—Northern District of Mississippi**, Oxford, MS  
*Legal Intern*, 01/2018 – 05/2018

- Assisted in the preparation of trials, hearings, and depositions based on the U.S. Attorney’s role in defending lawsuits brought under the Federal Tort Claims Act;
- Researched and wrote legal memoranda and pleadings, specifically motions to dismiss;
- Argued Social Security appeal before a United States magistrate judge.

## **SCIENTIFIC EXPERIENCE**

**The University of Southern Mississippi**, Hattiesburg, MS  
*Postdoctoral Research Scientist*, 09/2010 – 09/2014

- Served as author and co-principal investigator of an NSF grant (\$48,925) that investigated ways of controlling the invasive Japanese beetle titled “Elucidating the Molecular Gene Networks Which Facilitate Japanese Beetle Food Digestion and Insecticide Resistance”;
- Pioneered studies that examined how tick saliva proteins affect disease transmission;
- Led cross-disciplinary mechanistic studies using a combination of molecular, biochemical, physiological, and reverse genetics approaches, with a particular focus on pyrosequencing and protein biochemistry;

**Eurofins GeneScan**, Metairie, LA

*Laboratory Manager*, 06/2006 – 11/2007

- Provided customers with laboratory diagnostic information and services by establishing specimen preparation procedures, developing and implementing analytical procedures, evaluating laboratory information, and reporting results according to protocols;
- Maintained food testing laboratory productivity by monitoring workload of functional areas, identifying peak and slack periods, making operational or staffing adjustment;
- Led discussion on testing and compliance meetings with international trade officials.

**OTHER WORK EXPERIENCE**

**The Brass Hat**, Hattiesburg, MS

*Line Cook*, 01/2019 – 05/2019

**The Depot Kitchen & Market**, Hattiesburg, MS

*Line Cook*, 10/2018 – 12/2018

**Bouré Restaurant**, Oxford, MS

*Dishwasher/Prep Cook*, 05/2017 – 10/2018

**Forrest General Hospital**, Hattiesburg, MS

*Acute Care Technician*, 09/2009 – 09/2010

**Chungcheongnam-do Office of Education**, Buyeo, Republic of Korea

*Native English Teacher*, 04/2008 – 04/2009

**SELECTED PUBLICATIONS (3 OF 11)**

**Adamson, S.** (2018), “Pharmaceutical Patent Wars, Reverse-Payment Settlements, and Their Anticompetitive Effects for Consumers.” *LOYOLA CONSUMER L. REV* 30(2):95-133. Available at SSRN: <https://ssrn.com/abstract=2926629>

**Adamson, S.**, Browning, R., Singh, P., Nobles, S., Villarreal, A. and Karim, S. (2014), Transcriptional activation of antioxidants may compensate for selenoprotein deficiencies in *Amblyomma maculatum* (Acari: Ixodidae) injected with *selK*- or *selM*-dsRNA. *Insect Molecular Biology*, 23(4): 497–510. DOI: 10.1111/imb.12098

**Adamson, S.W.**, Browning, R.E., Budachetri, K., Ribeiro, J.M.C., Karim, S. (2013), Knockdown of Selenocysteine-Specific Elongation Factor in *Amblyomma maculatum* Alters the Pathogen Burden of *Rickettsia parkeri* with Epigenetic Control by the Sin3 Histone Deacetylase Corepressor Complex. *PLoS ONE*, 8(11): e82012. DOI: 10.1371/journal.pone.0082012

**BOOK CHAPTERS**

Karim, S., **Adamson, S.W.**, 2012. RNA Interference in Ticks: A Functional Genomics Tool for the Study of Physiology, in: Jockusch, E.L. (Ed.), *Small RNAs: Their Diversity, Roles, and Practical Uses*. Elsevier, Storrs, pp. 119-154. DOI: 10.1016/B978-0-12-387680-5.00004-5

Heinhorst, S., Chi-Ham, C.L., **Adamson, S.W.**, Cannon, G.C., 2004. The Somatic Inheritance of Plant Organelles, in: Daniell, H., Chase, C.D. (Eds.), *Molecular Biology and Biotechnology of Plant Organelles*. Springer-Verlag, pp. 37-92. DOI: 10.1007/978-1-4020-3166-3_3

**RESOLUTION FOR APPOINTING ASSISTANT MUNICIPAL PROSECUTOR, FOR  
THE CITY OF HATTIESBURG**

**WHEREAS**, the Council recognizes the need to appoint a Assistant Municipal Prosecutor, and

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

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

**Section 1.** That Steven Adamson be and is hereby appointed as Assistant Municipal Prosecutor, effective November 3, 2020 until further ordered.

**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 3rd day of November, 2020.

( S E A L )

ATTEST:

ADOPTED:

_____  
CLERK OF COUNCIL

_____  
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd Day of November, 2020.

ATTEST:

APPROVED:

_____  
CITY CLERK

_____  
MAYOR





# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:**

**cc:**

**Date:** Tuesday, November 3, 2020

**Re:** Adopt a Resolution appointing Elizabeth Porter as Municipal Prosecutor Pro Tem for the City of Hattiesburg.  
File Number: 2020-789  
Minute Book #

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## Summary

Adopt a Resolution appointing Elizabeth Porter as Municipal Prosecutor Pro Tem for the City of Hattiesburg.

## Recommendation Statement

Please place this on the November 3, 2020 City Council meeting for consideration.

**RESOLUTION FOR APPOINTING MUNICIPAL PROSECUTOR PRO TEM,  
FOR THE CITY OF HATTIESBURG**

**WHEREAS**, the Council recognizes the need to appoint a Municipal Prosecutor Pro Tem, and

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

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

**Section 1.** That Elizabeth Porter be and is hereby appointed as Municipal Prosecutor Pro Tem, effective November 3, 2020 until further ordered.

**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 3rd day of November, 2020.

( S E A L )

ATTEST:

ADOPTED:

_____  
CLERK OF COUNCIL

_____  
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd Day of November, 2020.

ATTEST:

APPROVED:

_____  
CITY CLERK

_____  
MAYOR

# Elizabeth L. Porter

## Attorney at Law

Elizabeth L. Porter, Attorney  
elizabethporterlaw@gmail.com

Legal Assistant  
eporter.lawoffice@gmail.com

301 W. Pine Street  
Post Office Box 1861  
Hattiesburg, MS 39403  
601.545.2889 (phone)  
601.545.2819 (fax)

### **EXPERIENCE**

#### **SOLO PRACTITIONER**

1/2010-present

Elizabeth L. Porter, PLLC

Hattiesburg, MS

General law practice specializing in criminal defense and family law matters; certified guardian ad litem; certified youth court parent representative; former substitute public defender and guardian ad litem in the Forrest County Youth Court and filled in for the Forrest County Prosecutor in both youth and justice court.

#### **CHIEF PUBLIC DEFENDER**

1/2012-9/2016

Forrest County Public Defender's Office

Hattiesburg, MS

Oversaw the defense of thousands of criminal cases, personally maintained a caseload of 150-250 clients with pending felony criminal charges; defended clients in municipal court, justice court, and circuit court in preliminary hearings, bond hearings, arraignments, plea negotiations, pre-trial motions, trials, and post-trial motions.

#### **ASSISTANT DISTRICT ATTORNEY**

9/2007-9/2009

15th Circuit Court District

Purvis, MS

Drafted motions, responses, orders and briefs in criminal cases; appeared at docket calls, pleas, and sentencings; maintained a multi-disciplinary team in each county of the district; worked with law enforcement, DHS and the Children's Advocacy Center to effectively and efficiently prosecute violent crimes against women and children

*Received special recognition by the Southwest Mississippi Children's Advocacy Center for outstanding work with children

### **EDUCATION**

MISSISSIPPI COLLEGE SCHOOL OF LAW, Doctor of Jurisprudence, May 2006 Academic Scholarship recipient; Law Student Bar Association, Secretary; Phi Delta Phi Legal Fraternity, Secretary; Mississippi Trial Lawyers Association (student chapter); Women's Student Bar Association; Admitted for limited practice, Summer 2005; *Guardian Ad Litem*, Summer 2005

UNIVERSITY OF SOUTHERN MISSISSIPPI, August 2003

Bachelor of Science in Business Administration, Minor in Child and Family Studies

Academic Excellence & Leadership Scholar; Who's Who Among American Colleges and Universities; Officer and Member of Delta Delta Delta Sorority; Greek Award for Academic Excellence; Southern Style 2001 (recruitment and orientation leader); SGA Student Body Treasurer; Panhellenic Judicial Board & Recruitment Counselor; Lambda Sigma Honor Society; Golden Key International Honour Society, Service Director

## **PROFESSIONAL AND COMMUNITY INVOLVEMENT**

Sales and Marketing Professionals Pine Belt Pinnacle Award Finalist (2019)  
Forrest General Hospital's Kindness in Action Award Recipient (2018)  
Licensed CPS resource parent (2017-2018)  
Signature Magazine's Best of the Pine Belt (Best Attorney) (2016, 2018, 2019)  
Hattiesburg American's Top 20 under 40 for 2015  
Graduate of the Mississippi Bar's Leadership Forum (2015)  
Mississippi Center for Legal Services Board Member (2017-2018)  
MS Public Defenders Association (2012-present)  
    Board of Directors (2013-2017)  
    Public Policy Committee (2013-2014)  
Board of Directors of Domestic Abuse Family Shelter (2011-2014)  
    Secretary (2011-2014)  
Mississippi Women Lawyer's Association (2010-present)  
    Southern Liaison (2011-2012)  
Hattiesburg Area Young Lawyer's Association (2010-present)  
    Secretary/Treasurer (2010-2011)  
South Central Mississippi Bar Association (2010-present)  
Delta Delta Delta New Member Advisor (2011-2018)  
Delta Delta Delta Alumnae chapter member (2010-present)  
    Vice President (2011)  
Southern Miss Greek Alumni Hall of Fame 2013  
Mississippi Tennis Association Captain of Team of the Year 2014  
Authored a chapter in the Mississippi Bar's *A Guide to Women's Legal Rights in Mississippi*

## **REFERENCES**

available upon request



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:**

**cc:**

**Date:** Tuesday, November 3, 2020

**Re:** Adopt a Resolution appointing DeCarlo Hood as Municipal Public Defender for the City of Hattiesburg.  
File Number: 2020-790  
Minute Book #

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## Summary

Adopt a Resolution appointing DeCarlo Hood as Municipal Public Defender for the City of Hattiesburg.

## Recommendation Statement

Please place this on the November 3, 2020 City Council meeting for consideration.

**DeCarlo C. Hood**

P.O. Box 227, Hattiesburg, MS 39203

Admitted to Mississippi Bar

Ph. (C) 601-818-6329

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**EDUCATION:**

**Juris Doctor, University of Mississippi School of Law, Oxford, MS,  
December 2000**

Honors:            Manfred Lachs Space Law Moot Court

**Bachelors of Science- Accounting, University of Southern Mississippi, Hattiesburg,  
MS 1997**

Honors:            Phi Theta Kappa Honor Society  
                      Amoco Corporation Fellowship (Accounting)

**EXPERIENCE:**

**Senior Assistant District Attorney, 12th Circuit Court District Attorney's Office,  
July 2003--December 2019.** Prosecuted felony level offenses. Specialized the  
prosecution of violent crimes.

**Associate Attorney, Dyre Law Firm, Jackson, MS, April 2001- May 2002, November  
2002- -July 2003:** Represent clients in the firm's general practice specializing in civil  
litigation, criminal defense, insurance defense, and plaintiff's litigation.  
Prepare discovery, wills, and substantive research. Conduct bench trials  
representing defendants in traffic/DUI, and small claims matters.

**Attorney: Sole Proprietor, McComb, MS, April 2002- June 2002.**  
Represent clients in a variety of issues including: criminal defense, bankruptcy and  
personal injury. Conduct bench trials on a variety of issues.

**Volunteer, North Mississippi Rural Legal Services, Oxford, MS, Fall 2000**  
Assisted litigation attorneys with legal research, client intake, and trial preparation,  
Obtained experience working with indigent clients on a variety of legal issues.

**Computer Skills:**

Westlaw legal research software  
Lexis Nexus legal research software  
Legal research on the web.

**References** available upon request

**RESOLUTION FOR APPOINTING MUNICIPAL PUBLIC DEFENDER  
FOR THE CITY OF HATTIESBURG**

**WHEREAS**, the Council recognizes the need to appoint a Municipal Public Defender;  
and  
**WHEREAS**, the Council desires the administration of the City to continue to operate its routine functions.

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

**Section 1.** That DeCarlo Hood be and is hereby appointed as Municipal Public Defender, effective August 22, 2017 until further ordered.

**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 3rd day of November, 2020.

( S E A L )

ATTEST:

ADOPTED:

_____  
CLERK OF COUNCIL

_____  
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd Day of November, 2020.

ATTEST:

APPROVED:

_____  
CITY CLERK

_____  
MAYOR



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:**

**cc:**

**Date:** Tuesday, November 3, 2020

**Re:** Adopt a Resolution appointing Andrew Hatten as Municipal Public Defender for the City of Hattiesburg.  
File Number: 2020-791  
Minute Book #

---

## Summary

Adopt a Resolution appointing Steven Hatten as Municipal Public Defender for the City of Hattiesburg.

## Recommendation Statement

Please place this on the November 3, 2020 City Council meeting for consideration.



**RESOLUTION FOR APPOINTING MUNICIPAL PUBLIC DEFENDER  
FOR THE CITY OF HATTIESBURG**

**WHEREAS**, the Council recognizes the need to appoint a Municipal Public Defender;  
and  
**WHEREAS**, the Council desires the administration of the City to continue to operate its  
routine functions.

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

**Section 1.** That Andrew Hatten be and is hereby appointed as Municipal Public  
Defender, effective August 22, 2017 until further ordered.

**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  
3rd day of November, 2020.

( S E A L )

ATTEST:

ADOPTED:

_____  
CLERK OF COUNCIL

_____  
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the  
Mayor, this the 3rd Day of November, 2020.

ATTEST:

APPROVED:

_____  
CITY CLERK

_____  
MAYOR

# ANDREW A. HATTEN

---

2814 Jamestown Road · Hattiesburg, Mississippi 39402  
Office 601-296-9009 /Cell 601-467-9690  
ahatten@bnlawfirm.com / ahatten56@gmail.com

## EDUCATION & CERTIFICATIONS

### Mississippi Board of Bar Admissions – MS Bar No. 105066

Admitted, September 2015

All State and Federal Courts in Mississippi; Fifth Circuit Court of Appeals

### Mississippi College School of Law, Jackson, MS

Doctor of *Jurisprudence*, May 2015

### Millsaps College, Jackson, MS

Master of Business Administration, May 2012

Bachelor of Business Administration, May 2011

Major: Business Administration – Finance

Minor: Political Science

## EXPERIENCE

### Bryan Nelson P.A.

*Member/Shareholder Attorney*, August 2020 - Present

*Associate Attorney*, August 2015 – July 2020

Civil Litigation and Business Law practice in Hattiesburg, MS

### Gulf South Capital, Inc.

*Financial Analyst*, November 2011 - July 2012

Financial analyst at investment firm led by Former U.S. Ambassador John N. Palmer

### U.S. Attorney's Office for the Southern District of Mississippi

*Student Clerk*, October 2010 - October 2011

Served as member of the support staff for the U.S. Attorney and AUSAs

## AWARDS & DISTINCTIONS

### Leadership Pine Belt

Class of 2017

Leadership development program for leaders of the Pine Belt area.

Planned and implemented a food drive to benefit food shelters in Hattiesburg Area

### Pine Belt Young Professionals

Member and Board member, 2015-2019

Professional Promise Award, 2017

### Mississippi College School of Law

Mississippi Corporate Counsel Association Endowed Scholarship, 2015

Outstanding Student Award – Start-Up Business and Entrepreneurship Law, 2015;

Corporate & Partnership Tax, 2014; Appellate Advocacy, 2013

### Millsaps College

ElseWorks Entrepreneurial Program, 2012

Merrill Lynch Award for Excellence in Investments, 2012

## REFERENCES

### Hon. Michael T. Parker

U.S. Magistrate Judge

U.S. District Court, MS Southern District

(601)544-9100

### Hon. Michael K. Randolph

Chief Justice

Supreme Court of Mississippi

(601) 359-2100



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:**

**cc:**

**Date:** Tuesday, November 3, 2020

**Re:** Adopt a Resolution declaring a State of Emergency occurring as a result of Hurricane Zeta on October 27, 2020.  
File Number: 2020-792  
Minute Book #

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## Summary

Adopt a Resolution declaring a State of Emergency occurring as a result of Hurricane Zeta on October 27, 2020.

## Recommendation Statement

Please place this on the November 3, 2020 City Council meeting for consideration.

**PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY**  
(by City Council or County Board of Supervisors)

**WHEREAS,** Hattiesburg the City Council / ~~or Board of Supervisors~~ does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said City / County, caused by Hurricane Zeta

(Severe storm, tornado, damaging winds, flash flooding, river flooding  
Hurricane, tornado, severe storm, flash flooding & damaging winds  
drought, wildland fire, structural fire, hail, hazardous material incident, epidemic, hurricane, earthquake, other)

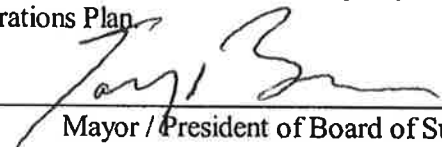
commencing on or about 11 AM/PM on the 27th day of October, 2020; and

**WHEREAS,** the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout said City / County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by the City Council / Board of Supervisors of the City / County of Forrest, State of Mississippi.

**IT IS FURTHER PROCLAIMED AND ORDERED** that all City / County agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the City / County Emergency Operations Plan

DATE: 10/27/20

  
_____  
Mayor / President of Board of Supervisors

**ATTEST:**

_____  
Clerk of City / Chancery  
Clerk for Board of Supervisors

_____  
Councilperson / Supervisor

_____  
Councilperson / Supervisor

_____  
City / or County, State of MS

_____  
Councilperson / Supervisor

_____  
Councilperson / Supervisor

## **RESOLUTION DECLARING A STATE OF EMERGENCY**

**WHEREAS**, the City of Hattiesburg's governing authorities recognizes the existence of a possible local emergency occurring as a result of hazardous weather conditions caused by a Hurricane; and

**WHEREAS**, the governing authorities of the City of Hattiesburg recognizes that this local emergency means the existence of condition of disaster or extreme peril to the safety of persons and properties within the City limits of the City of Hattiesburg caused by this storm; and

**WHEREAS**, such conditions are beyond the normal control of services, personnel, equipment, and facilities; and

**WHEREAS**, this emergency is a result of a natural disaster resulting in substantial damage, loss of property and harm to the population; and

**WHEREAS**, this natural emergency was caused by a natural event, to wit: a severe storm; and

**WHEREAS**, this Resolution meets those requirements contained in Code Section 33-15-5 of the Mississippi Code of 1972, as annotated and amended; and

**WHEREAS**, in order to carry out the provisions of Code Section 33-15-17, of the Mississippi Code of 1972, as annotated and amended, the City of Hattiesburg, through its governing authorities are acting in accordance with the disaster relief as herein described;

**NOW, THEREFORE BE IT RESOLVED** that the Mayor and City Council of the City of Hattiesburg, Mississippi do hereby authorize the appropriate personnel to enter into contracts and incur obligations necessary to combat this disaster, protecting the health and safety of persons and property and providing emergency assistance to the victims of this disaster, and the appropriate personnel are authorized to exercise those powers vested under Mississippi law, in light of the exigencies of the extreme emergency situation, without regard to time consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations, the employment of temporary worker, the rental of equipment, the purchase of supplies and materials and the appropriation and expenditure of public funds as outlined in Mississippi Code Section 33-15-17, sub-paragraph (B), (1972, as amended).

During this emergency, the Mayor is hereby authorized to issue orders or regulations concerning the protection of life and property, including the imposition of a curfew within designated boundaries where necessary to preserve public order and safety. Such orders or regulation will be in writing and terminated in writing. Imposition of a curfew shall not be construed as restricting in any manner the existing authority to impose a curfew pursuant to police power for any other lawful purpose.

Further, the Mayor is authorized to act in accordance with Mississippi Code Section 33-15-49, a copy of which is attached hereto as Exhibit "A".

Section 1. That public interest and necessity requiring same, this resolution shall become effective immediately.

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 3rd day of November, 2020.

(SEAL)

ATTEST:

ADOPTED:

_____  
CLERK OF COUNCIL

_____  
PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 3rd day of November, 2020.

ATTEST:

APPROVED:

_____  
CITY CLERK

_____  
MAYOR



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:**

**cc:**

**Date:** Tuesday, November 3, 2020

**Re:** Extend State of Emergency for an additional 30 days resulting from the pandemic event (COVID-19) that occurred on or about March 13, 2020.  
File Number: 2020-786  
Minute Book #

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## Summary

Extend State of Emergency for an additional 30 days resulting from the pandemic event (COVID-19) that occurred on or about March 13, 2020.

## Recommendation Statement

Please place this on the November 3, 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, November 3, 2020  
**Re:** Ratification of Release of Lien documents filed in relation to Code Enforcement clean-up assessments.  
File Number: 2020-755  
Minute Book #

---

## Summary

Ratification of Release of Liens 11 3 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 November 3, 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: November 3, 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
NorthGate Investments	211 N. 21 st Ave.	15997	1307/184-185	Resolution 2019-42 Payment Received \$150.00
Raymond & Ruth Poole	109 E. 7 th Street	14448	1316/375-376	Resolution 2019-153 Payment Received \$4403.10

**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:	July 10, 2019
BOOK:	1316
PAGE:	375-376
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$4403.10
NAME:	Raymond & Ruth Poole

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.

**109 E. 7th Street**

**Legal Description:**

**PARCEL: 2-029F-04-286, 109 E 7th St., HATTIESBURG, MS 39401 and better described as PART OF LOT THREE (3) BLOCK 170 OF THE CRITTENDEN SURVEY IN THE CITY OF HATTIESBURG COUNTY OF FORREST STATE OF MISSISSIPPI AS PER THE MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY MISSISSIPPI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTH EAST QUARTER (SE ¼ OF THE SE ¼) OF SECTION 4 TOWNSHIP 4 NORTH RANGE 13 WEST FORREST COUNTY MISSISSIPPI AND RUN SOUTH FOR A DISTANCE OF 14_42 FT TO THE SOUTH LINE OF EAST SEVENTH ST AND TO AND FOR THE POINT OF BEGINNING THENCE RUN WEST ALONG THE SOUTH LINE OF SAID STREET FOR A DISTANCE OF 160 FEET THENCE RUN NORTH FOR A DISTANCE OF 125 FEET TO THE POINT OF BEGINNING.**

**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:	March 13, 2019
BOOK:	1307
PAGE:	184-185
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$150.00
NAME:	NorthGate Investments

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.

**221 N. 21st Avenue**

**Legal Description:**

**The North 10 feet of Lot Twenty-one (21), all of Lot Twenty-two (22) and the South 30 feet of Lot Twenty-three (23), Block Seven (7) of HATTIESBURG HEIGHTS FIRST SURVEY in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements 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:**

_____



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:** Connie Everett, Interim CFO

**cc:**

**Date:** Tuesday, November 3, 2020

**Re:** Acknowledge receipt of Report of Solid Waste Revenues and Expenditures for fiscal year ending September 30, 2020 and authorize publication of same.  
File Number: 2020-751  
Minute Book #

---

## Summary

Acknowledge receipt and authorize publication of Report of Solid Waste Revenues & Expenditures for fiscal year ending September 30, 2020.

## Recommendation Statement

I recommend acknowledging receipt and publication of Report of Solid Waste Revenues & Expenditures for FY 2020.

Please place this on the November 3, 2020 City Council meeting for consideration.

**CITY OF HATTIESBURG, MISSISSIPPI****Report of Solid Waste Revenues & Expenditures - Cash Basis****Fiscal Year Ending September 30, 2020****(Pursuant to Ms. Code Section 17-17-348)****Revenues:**

Solid Waste Collection and Disposal User Charges Collected	\$2,287,365
Solid Waste Franchise revenues	153,946
FEMA reimbursement - tornado debris removal	0
Millage Supplement	588,154
<b>Total Revenues</b>	<b><u><u>\$3,029,465</u></u></b>

**Expenditures:****Personnel:**

Wages	939,430
State Retirement	163,461
FICA Taxes	70,264
Hospital Insurance	213,360
Workers Comp/Unemployment Taxes	82,377
<b>Total Personnel</b>	<b>1,468,892</b>

**Supplies:**

Fuel & Lubricants	122,817
Motor Vehicle Repair Parts	144,359
Chemicals	11,703
Hand Tools	689
Other Operating Supplies	56,931
<b>Total Supplies</b>	<b>336,499</b>

**Other Services & Charges:**

Tipping Fees	993,330
Recycling Fees	33,442
Motor Vehicle Repairs (Outside Labor)	109,980
Uniform Rent	8,344
Tow-In Charges	2,015
Tornado clean-up Assistance	0
Other Services & Charges	45,400
<b>Total Other Services &amp; Charges</b>	<b>1,192,511</b>

Debt service on trucks

0

Capital Outlays

31,563**Total Expenditures****\$3,029,465**

The City has contracted with the following companies/governmental entities for garbage disposal and recycling services for the Fiscal Year ended September 30, 2020:

Pinebelt Regional Solid Waste Authority P.O. Box 389 Petal Ms. 39465-0389	\$ 436,753
Waste Management of South Mississippi 133 Gravel Pit Road Hattiesburg, Ms. 39402	\$ 31,254
98 Waste LLC 406 Hemphill St Hattiesburg, MS 39401	\$ 529,499
Complete Environmental & Remediation 37 David Swan Lane Purvis, MS 39475	\$ 3,590
FV Recycling 1386 Hwy 42 Sumrall, MS 39482	\$ 5,898
Republic Services, Inc. PO Box 9001099 Louisville, KY 40290	\$ 20,428



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:** Andrew Ellard, Director

**cc:**

**Date:** Tuesday, November 3, 2020

**Re:** Acknowledge the setting of a public comment period, the setting of one (1) Virtual Public Hearing and one (1) publication providing notification of the same by the Hattiesburg-Petal-Forrest-Lamar MPO for an amendment to the HPFL-MPO Public Participation Plan (PPP).  
File Number: 2020-763  
Minute Book #

---

## Summary

Acknowledge the setting of a public comment period, the setting of one (1) Virtual Public Hearing and one (1) publication providing notification of the same by the Hattiesburg-Petal-Forrest-Lamar MPO for an amendment to the HPFL-MPO Public Participation Plan (PPP).

Public comment period will begin November 16, 2020 and will end December 30, 2020.

Virtual Public Hearing will be December 1, 2020 at 5:00pm.

Publication Dates: November 12, 2020

## Recommendation Statement

I recommend acknowledgement.

Please place this on the November 3, 2020 City Council meeting for consideration.



PUBLIC NOTICE  
PUBLIC COMMENT PERIOD and VIRTUAL PUBLIC HEARING  
Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization  
Public Participation Plan (PPP) Amendment

In response to U.S. Department of Transportation Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) recent guidance related to virtual public involvement in the planning process for Metropolitan Planning Organizations, the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) will be amending the current HPFL-MPO Public Participation Plan (PPP).

Due to recent COVID-19 pandemic protocols such as social distancing requirements, in-person meetings have been limited in participants. To ensure we meet requirements under statutes 23 U.S.C. 134-135 and 23 CFR 450 giving the public the ability to participate in the transportation planning process, virtual public hearings and meetings have become necessary. An amendment to our PPP addresses the implementation of a new and safe electronic venue for public participation in HPFL-MPO public hearings that does not require social contact.

The draft amendment will be available for review at [www.hattiesburgms.com/mpo](http://www.hattiesburgms.com/mpo). A hard copy of the document can be requested by contacting the MPO office at 601.554.1008. The official review and comment period will be held from November 16, 2020 – December 30, 2020.

Written comments regarding the PPP amendment should be emailed to [mpo@hattiesburgms.com](mailto:mpo@hattiesburgms.com) or mailed to:

Armendia Esters, MPO Division Manager  
P.O. Box 1898  
Hattiesburg, MS 39403

Additionally, HPFL-MPO is hosting a virtual public meeting on the matter at 5:00 p.m. on December 1, 2020. This will provide the public with another opportunity to make comments on the proposed PPP amendment.

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 December 1, 2020. Access to the hearing will be available by computer, smart phone, or land line telephone.

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](mailto:aesters@hattiesburgms.com).

PUBLISH Once (1) in the Legal Section of the Hattiesburg Post: November 12, 2020



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:** Andrew Ellard, Director

**cc:** Kermas Eaton, City Clerk

**Date:** Tuesday, November 3, 2020

**Re:** Acknowledge public notice proposing amendment of 2020 Action Plan per expedited process allowed by HUD for COVID-19 related amendments.  
File Number: 2020-766  
Minute Book #

---

## Summary

Acknowledge public notice proposing amendment of 2020 Action Plan per expedited process allowed by HUD for COVID-19 related amendments.

## Recommendation Statement

I recommend approval of this item.

Please place this on the November 3, 2020 City Council meeting for consideration.

PUBLIC NOTICE AND PUBLIC  
COMMENT PERIOD  
CITY OF HATTIESBURG  
2020 ACTION PLAN  
AMENDMENT

NOTICE is hereby given that the City of Hattiesburg, Department of Urban Development has produced a draft amendment to the 2020 Action Plan, which outlines proposed use of CDBG grant funds from the U.S. Department of Housing and Urban Development.

The amendment proposed relates to the City's response to the COVID-19 pandemic, and serves to enable the City to incorporate a second special allocation of \$475,435 in CDBG grant funding from the U.S. Department of Housing and Urban Development (HUD). Further, this amendment takes advantage of a waiver offered by HUD to expedite the public comment process in order to put these funds to use as soon as possible. As such, residents and other stakeholders are encouraged to provide any comments no later than November 5, 2020.

NOTICE is further hereby given that the draft document will be available for review at [www.hattiesburgms.com/community-development](http://www.hattiesburgms.com/community-development) or at City Hall, First Floor, Department of Urban Development, 200 Forrest Street, Hattiesburg, MS.

NOTICE is further hereby given that a Public Hearing will be held Tuesday, November 3, 2020 at 6:00 p.m. to afford an opportunity for stakeholders and residents to provide feedback and comments related to the proposed amendment. In light of social distancing requirements, this will be a VIRTUAL Public Hearing with access by internet or phone. For instructions on how to join the virtual Public Hearing, please contact the Department of Urban Development at (601) 545-4675 no later than 3:00 p.m. on November 3, 2020.

Additionally, comments related to the draft document may be mailed to the City of Hattiesburg, Department of Urban Development, Community Development Division, P.O. Box 1898, Hattiesburg, MS 39403-1898, or delivered to City Hall, First Floor, Department of Urban Development, 200 Forrest Street, Hattiesburg, MS. Related comments should be delivered by November 5, 2020.

Questions may be directed to the Department of Urban Development

at (601) 545-4558. To ensure compliance with the Americans with Disabilities Act (ADA), persons with disabilities that require aids or services to participate may contact the Department of Urban Development at (601) 545-4675; or e-mail shall@hattiesburgms.com in advance of meetings to make arrangements.

Published October 29, 2020



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:** Lamar Rutland

**cc:**

**Date:** Tuesday, November 3, 2020

**Re:** Approve Plans and Specifications for the Hattiesburg American Building Re-Roof Phase II project and authorize advertisement for bids for same.  
File Number: 2020-769  
Minute Book #

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## Summary

Approve Plans and Specifications for the Hattiesburg American Building Re-Roof Phase II project and authorize advertisement for bids for same.

## Recommendation Statement

I recommend approval of this item.

Please place this on the November 3, 2020 City Council meeting for consideration.

SECTION 00 11 13 ADVERTISEMENT FOR BIDS

At the option of the bidder, Sealed Bids, in duplicate and/or bids submitted electronically via [www.llgarchplans.com](http://www.llgarchplans.com) will be received by the City of Hattiesburg until **10:00 a.m. on December 10th, 2020**, in the City Council Chambers at Hattiesburg City Hall, 200 Forrest Street, Hattiesburg, MS 39401 at which time and place they will be publicly opened and read for construction of the following project:

**HATTIESBURG AMERICAN RE-ROOF PHASE II  
CITY OF HATTIESBURG  
HATTIESBURG, MS**

A single bid will be received for the complete project.

Bids may be submitted in person or, for those interested, bids can be electronically submitted at [www.llgarchplans.com](http://www.llgarchplans.com) under the project name. Bid documents are available online for viewing and ordering at [www.llgarchplans.com](http://www.llgarchplans.com). Plan holders and bidders are required to log-in or register for a free account to view and order Bid Documents and to submit bids electronically. A valid email address is required for registration. Documents are available via paper copy or pdf. Bid Documents must be purchased through [www.llgarchplans.com](http://www.llgarchplans.com). Any questions regarding website registration and online orders should be directed to Plan House at (601) 336-6378.

The bid bond shall be payable unconditionally to City of Hattiesburg. Bids on the project must be received on or before the period scheduled for the project and no bid may be withdrawn after the scheduled closing time for the project, for a period of 45 days. All bids submitted must comply with requirements of Title 31, Chapter 3 (§31-3-1 et seq.) of Mississippi Code of 1972 as amended.

Award will be made based on the Lowest and Best Bid received in accordance with Title 31, Chapter 7 (§31-7-13 et seq.) of Mississippi code of 1972 as amended. The owner reserves the right to reject any and all bids and to waive informalities.

**CITY OF HATTIESBURG, MISSISSIPPI**

BY: _____

TITLE: Kermas Eaton, City Clerk

Published on **November 6, 2020** and **November 13, 2020**

Return Proof to LLG Architects, PA  
5211 Old Highway 11  
Hattiesburg, MS 39402

A.

# Hattiesburg American Reroof Phase II City of Hattiesburg

**HATTIESBURG, MISSISSIPPI**

CN 20-3788

October 23, 2020

**PROJECT  
MANUAL  
SET NO**

_____

SECTION 00 00 01 – INDEX TO SPECIFICATIONS

SECTION NUMBER	SECTION NAME	PAGES
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**DIVISION ZERO – PROCUREMENT AND CONTRACTING REQUIREMENTS**

00 00 00	SPEC COVER	1
00 00 01	INDEX TO SPECIFICATIONS	1
00 01 01	PROJECT TITLE PAGE	1
00 01 10	SEALS PAGE	1
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00 21 13	INSTRUCTIONS TO BIDDERS	10
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**DIVISION ONE - GENERAL REQUIREMENTS**

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07 54 43	TPO MEMBRANE ROOFING	11
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**DIVISION TEN - SPECIALTIES**

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<b>TOTAL PAGES</b>	<b>144</b>
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SECTION 00 01 01 PROJECT TITLE PAGE

PROJECT MANUAL

1.01 Project Information

- 1.01.A. Project Name: HATTIESBURG AMERICAN REROOF PHASE II
- 1.01.B. Project Location: HATTIESBURG, MISSISSIPPI
- 1.01.C. Issue Date: 10.23.2020
- 1.01.D. CN# 20-3788

1.02 Owner Information

- 1.02.A. CITY OF HATTIESBURG
- 1.02.B. PO BOX 1898
- 1.02.C. HATTIESBURG, MISSISSIPPI 39403-1898

1.03 Architect Information

- 1.03.A. Landry Lewis Germany Architects, P.A.
- 1.03.B. 5211 Old Highway 11
- 1.03.C. Hattiesburg, MS 39402
- 1.03.D. 601-271-7711
- 1.03.E. [www.llgarch.com](http://www.llgarch.com)
- 1.03.F. Copyright 10.23.2020 All rights reserved.

END OF SECTION

SECTION 00 01 07 SEALS PAGE

DESIGN PROFESSIONALS OF RECORD

1.01 Architect:

1.01.A. LANDRY LEWIS GERMANY ARCHITECTS, P.A.

1.01.B. Responsible for Divisions 01-49 Sections except where indicated as prepared by other design professionals of record below.

A. END OF SECTION



SECTION 00 01 15 LIST OF DRAWING SHEETS

CONTRACT DRAWINGS

1.01 LIST OF DRAWINGS

1.01.A. Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set, as modified by subsequent Addenda and Contract modifications:

1. Titled: HATTIESBURG AMERICAN REROOF PHASE II
2. Dated: 10.23.2020  
Cover Sheet  
A1.1 Roof Plan  
A1.2 Details

A. END OF SECTION

SECTION 00 11 13 ADVERTISEMENT FOR BIDS

At the option of the bidder, Sealed Bids, in duplicate and/or bids submitted electronically via [www.llgarchplans.com](http://www.llgarchplans.com) will be received by the City of Hattiesburg until **10:00 a.m. on December 10th, 2020**, in the City Council Chambers at Hattiesburg City Hall, 200 Forrest Street, Hattiesburg, MS 39401 at which time and place they will be publicly opened and read for construction of the following project:

**HATTIESBURG AMERICAN RE-ROOF PHASE II  
CITY OF HATTIESBURG  
HATTIESBURG, MS**

A single bid will be received for the complete project.

Bids may be submitted in person or, for those interested, bids can be electronically submitted at [www.llgarchplans.com](http://www.llgarchplans.com) under the project name. Bid documents are available online for viewing and ordering at [www.llgarchplans.com](http://www.llgarchplans.com). Plan holders and bidders are required to log-in or register for a free account to view and order Bid Documents and to submit bids electronically. A valid email address is required for registration. Documents are available via paper copy or pdf. Bid Documents must be purchased through [www.llgarchplans.com](http://www.llgarchplans.com). Any questions regarding website registration and online orders should be directed to Plan House at (601) 336-6378.

The bid bond shall be payable unconditionally to City of Hattiesburg. Bids on the project must be received on or before the period scheduled for the project and no bid may be withdrawn after the scheduled closing time for the project, for a period of 45 days. All bids submitted must comply with requirements of Title 31, Chapter 3 (§31-3-1 et seq.) of Mississippi Code of 1972 as amended.

Award will be made based on the Lowest and Best Bid received in accordance with Title 31, Chapter 7 (§31-7-13 et seq.) of Mississippi code of 1972 as amended. The owner reserves the right to reject any and all bids and to waive informalities.

**CITY OF HATTIESBURG, MISSISSIPPI**

BY: _____

TITLE: Kermas Eaton, City Clerk

Published on **November 6, 2020** and **November 13, 2020**

Return Proof to LLG Architects, PA  
5211 Old Highway 11  
Hattiesburg, MS 39402

A.

SECTION 00 21 13 INSTRUCTIONS TO BIDDERS

FORM OF INSTRUCTIONS TO BIDDERS

- 1.01 SEE AIA A701, INSTRUCTIONS TO BIDDERS following this document.
- 1.02 The instructions in this document amend or supplement the Instructions To Bidders and other provisions of the Bidding and Contract Documents.
- 1.03 RELATED DOCUMENTS
  - 1.03.A. Document 011000 - Summary.
  - 1.03.B. Document 001113 - Advertisement for Bids.
  - 1.03.C. Document 004213 - Proposal Form.
  - 1.03.D. Document 007300 - Supplementary Conditions:

MODIFICATIONS TO FORM OF INSTRUCTION TO BIDDERS

- 2.01 The following modifications to AIA A701, INSTRUCTIONS TO BIDDERS amend or supplement the Instructions To Bidders and other provisions of the Bidding and Contract Documents as follows;
- 2.02 ARTICLE 4 BIDDING PROCEDURES
  - 2.02.A. Add Subsection 4.2.1.1, "Each bid must be accompanied by the bidder's certified check or a bid bond, duly executed by the bidder as principal and having surety thereon, a surety company approved by the Owner and signed by an agent resident of Mississippi, in the amount of five percent (5%) of the bid. All bid bonds must be accompanied by an appropriate Power of Attorney designating the Mississippi Resident Agent."
  - 2.02.B. Add Subsection 4.3.1.1, "Bids shall be submitted as directed in Document 001113 - Advertisement For Bids. Bids may be submitted in person or, for those interested, bids can be electronically submitted at [www.llgarchplans.com](http://www.llgarchplans.com) under the project name."
  - 2.02.C. Add Subsection 4.4.4, "After submission of the bid, but prior to the closing time of the bid opening the bidder may modify their sealed bid by indicating on the outside of the sealed bid envelope a deduction or add to the base bid or to any alternates which may be appropriate. The modification must be initialed by the bidder or bidders authorized representative and include the date and time of the modification. No bid modifications can be made by fax, e-mail or telephone."
- 2.03 ARTICLE 5 CONSIDERATION OF BIDS
  - 2.03.A. Add Subsection 5.3.3, "If the contract is awarded, the Owner shall give the apparent successful Bidder a Notice of Award within forty-five (45) calendar days after the date of the Bid opening."
  - 2.03.B. Add Subsection 5.3.4, "The contractors, if requested by the Owner, shall require all contractors that submit a Bid to submit a Proposed Project Schedule and Schedule of Values to the Architect/Engineer within seventy-two (72) hours of the bid opening. If the contract is bid per the Unit Price Form, then the submission of the Schedule of Values is not required."
  - 2.03.C. Add Subsection 5.3.5, "Where required by law, award will be made based on the Lowest and Best Bid received in accordance with Title 31, Chapter 7 (§31 7 13 et seq.) of

Mississippi Code of 1972 as amended. The Owner reserves the right to reject any and all bids and to waive informalities."

SUPPLEMENTARY INSTRUCTIONS

3.01 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

- 3.01.A. The successful bidder, upon his failure or refusal to execute and deliver the contract and bond required within ten days after he has received notice of the acceptance of his bid, will forfeit to the Owner as liquidated damages the security deposited with his bid.

3.02 PRE-BID CONFERENCE

- 3.02.A. A pre-bid conference may be held on a date and time to be specified by Addendum. Present will be the Architect and representatives of the Owner relative to administration and maintenance. General Contractors as well as Mechanical, Electrical and other sub-contractors are encouraged to attend.

A. END OF SECTION

# **AIA**® Document A701™ – 2018

## **Instructions to Bidders**

for the following Project:  
(Name, location, and detailed description)

Hattiesburg American ReRoof Phase II  
City of Hattiesburg  
CN 20-3788

**THE OWNER:**  
(Name, legal status, address, and other information)

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

**THE ARCHITECT:**  
(Name, legal status, address, and other information)

Landry Lewis Germany Architects, P.A.  
5211 Old Highway 11  
Hattiesburg, Mississippi 39402

### **TABLE OF ARTICLES**

- |   |                                                |
|---|------------------------------------------------|
| 1 | DEFINITIONS                                    |
| 2 | BIDDER'S REPRESENTATIONS                       |
| 3 | BIDDING DOCUMENTS                              |
| 4 | BIDDING PROCEDURES                             |
| 5 | CONSIDERATION OF BIDS                          |
| 6 | POST-BID INFORMATION                           |
| 7 | PERFORMANCE BOND AND PAYMENT BOND              |
| 8 | ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS |

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™-2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

## ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

## ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

*(Paragraphs deleted)*

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.



§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

## § 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.  
*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)*

VIA email - shane@llgarch.com

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

## § 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

### § 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

#### **§ 3.4 Addenda**

**§ 3.4.1** Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

*(Paragraphs deleted)*

**§ 3.4.2** Addenda will be available where Bidding Documents are on file.

**§ 3.4.3** Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

**§ 3.4.4** Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

#### **ARTICLE 4 BIDDING PROCEDURES**

##### **§ 4.1 Preparation of Bids**

**§ 4.1.1** Bids shall be submitted on the forms included with or identified in the Bidding Documents.

**§ 4.1.2** All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

**§ 4.1.3** Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

**§ 4.1.4** Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

**§ 4.1.5** All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

**§ 4.1.6** Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

**§ 4.1.7** Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

**§ 4.1.8** A Bidder shall incur all costs associated with the preparation of its Bid.

##### **§ 4.2 Bid Security**

**§ 4.2.1** Each Bid shall be accompanied by the following bid security:

*(Insert the form and amount of bid security.)*

**§ 4.2.2** The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

**§ 4.2.3** If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

### § 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

*(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)*

As indicated in the Advertisement/Invitation for Bids

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

### § 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted.

*(Paragraphs deleted)*

## ARTICLE 5 CONSIDERATION OF BIDS

### § 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

### § 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

### § 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

## **ARTICLE 6 POST-BID INFORMATION**

### **§ 6.1 Contractor's Qualification Statement**

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

### **§ 6.2 Owner's Financial Capability**

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

### **§ 6.3 Submittals**

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

## **ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND**

### **§ 7.1 Bond Requirements**

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

*(Paragraphs deleted)*



## § 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

## ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.

*(Insert the complete AIA Document number, including year, and Document title.)*

- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.

*(Insert the complete AIA Document number, including year, and Document title.)*

- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.

*(Insert the complete AIA Document number, including year, and Document title.)*

- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013.)*

- .5 Drawings

Number	Title	Date
Section 00 10 15	List of Drawing Sheets	10/23/2020

- .6 Specifications

Section	Title	Date
Index 00 00 01	Index to Specifications	10/23/2020

- .7 Addenda:

Number	Date	Pages
To be determined		

- .8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

[ ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017.)

[ ] The Sustainability Plan:

Title	Date	Pages
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[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents listed below:

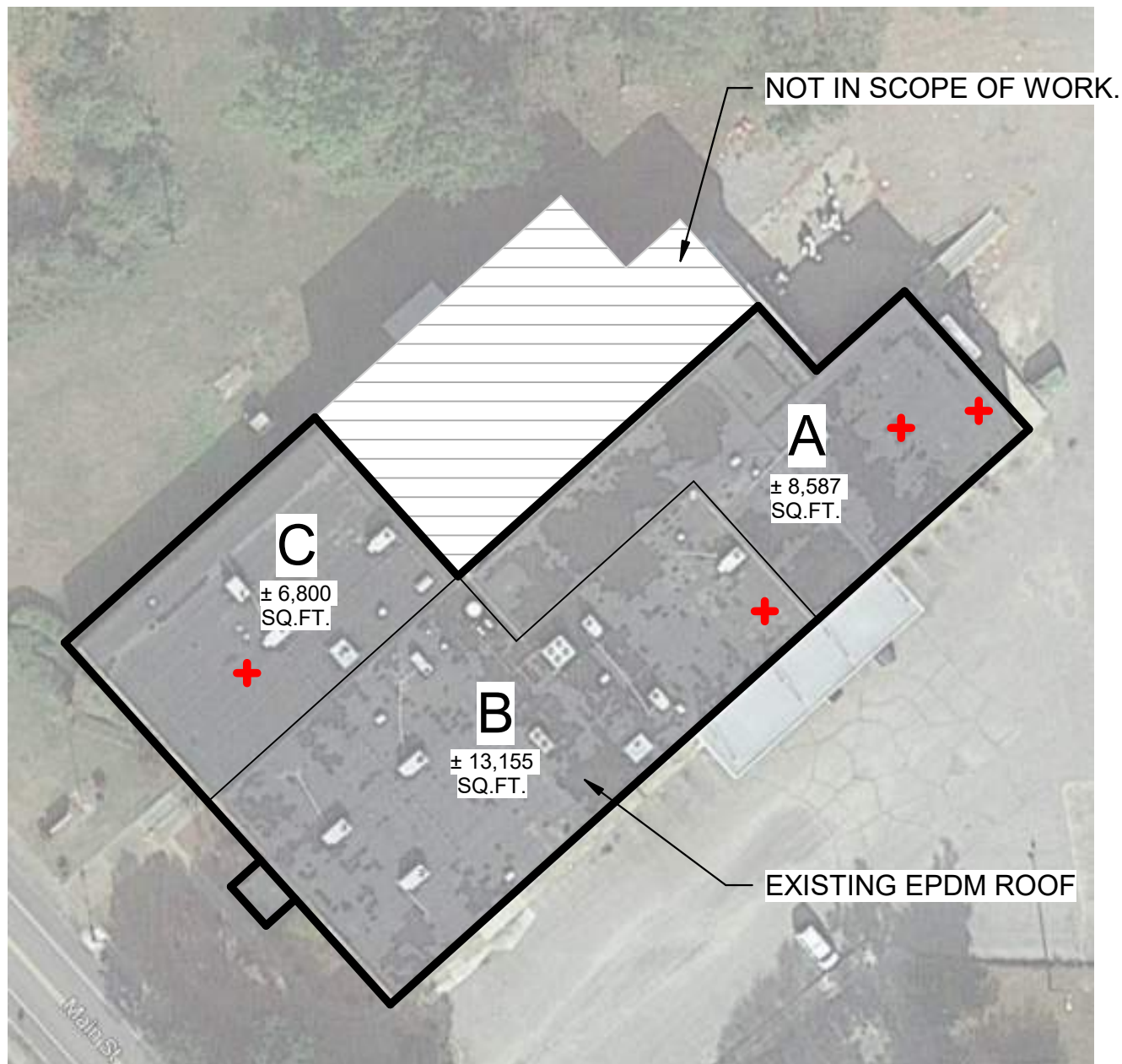
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

SECTION 00 31 19 EXISTING CONDITIONS - ROOF CORE REPORT

1.1 EXISTING CONDITION INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.
- B. Roof core report which includes sample descriptions and photographic documentation of existing conditions, prepared by the architect, dated 7-1-2020, is available immediately following and attached to this Section.
- C. Related Requirements:
  - 1. Section 002113 "Instructions to Bidders" for the Bidder's responsibilities for examination of Project site and existing conditions.

END OF SECTION 00 31 19



# 1 | ROOF AERIAL VIEW - AREA KEY

<b>PROJECT</b> HATTIESBURG AMERICAN ROOF INVESTIGATION  826 MAIN STREET HATTIESBURG MS. 39401	<b>SHEET TITLE</b> EXISTING ROOF AERIAL VIEW	<b>LANDRY LEWIS GERMANY</b>  ARCHITECTS, P. A.     5211 OLD HIGHWAY 11, HATTIESBURG, MS 39402  P: 601.271.7711 WWW.LLGARCH.COM	<b>SHEET NO.</b>  AR1.0
DRAWN: GGA	CHECK: MH	PROJ. DATE: 7-1-2020	REV. DATE: -

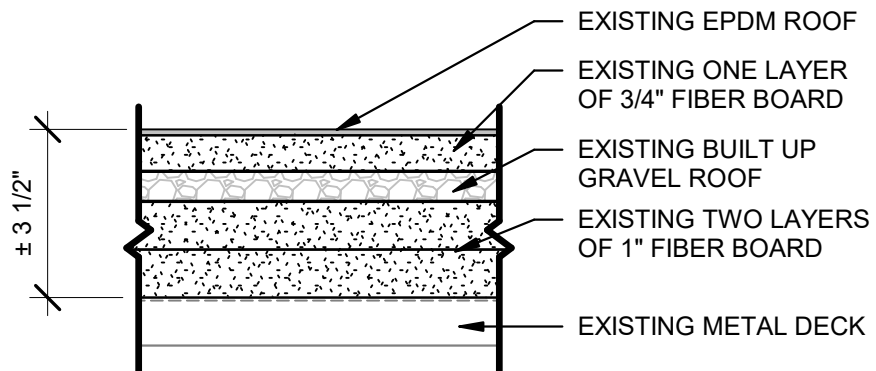


# EXISTING ROOF NOMENCLATURE SCHEDULE

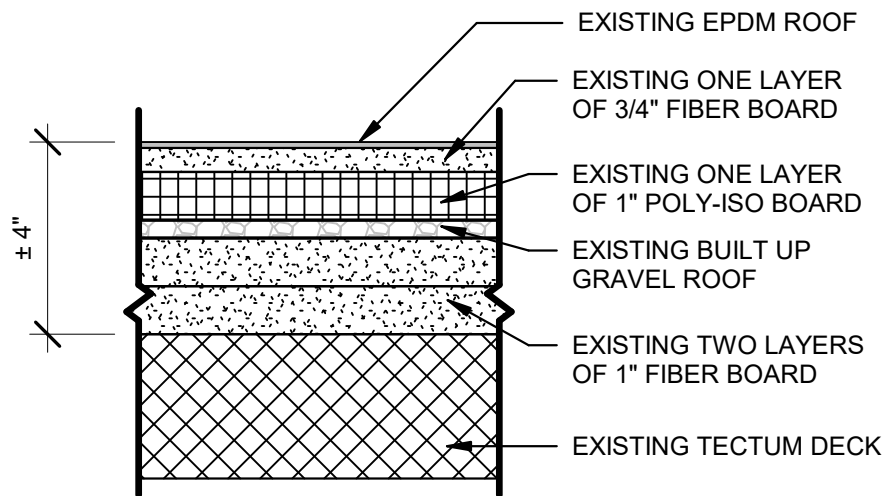
ROOF AREA  
INDICATOR

EXISTING ROOF  
NOMENCLATURE DESCRIPTION

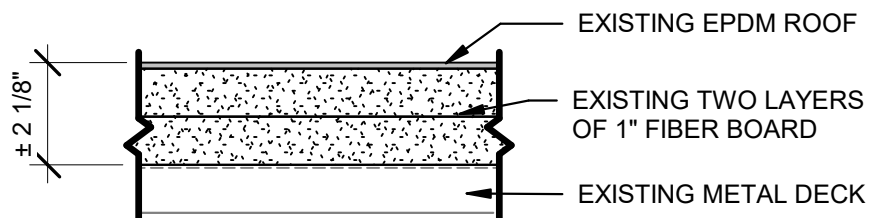
**A**  
± 8,587 SQ.FT.



**B**  
± 13,155 SQ.FT.



**C**  
± 6,800 SQ.FT.



**NOTES:**

1. SEE ROOF AERIAL VIEW FOR ROOF AREA LOCATIONS
2. CORE SAMPLE INDICATOR - SEE ROOF AERIAL VIEW FOR LOCATIONS +
3. ALL DIMENSIONS AND SQUARE FOOTAGES ARE TO BE FIELD VERIFIED - NOTIFY ARCHITECT OF ANY DISCREPANCIES.

**PROJECT**

HATTIESBURG AMERICAN ROOF  
INVESTIGATION

826 MAIN STREET HATTIESBURG MS.  
39401

**SHEET TITLE**

NOMENCLATURE  
SCHEDULE

**LANDRY  
LEWIS  
GERMANY**  
ARCHITECTS, P. A.

5211 OLD HIGHWAY 11, HATTIESBURG, MS 39402  
P: 601.271.7711 WWW.LLGARCH.COM

**SHEET NO.**

**AR1.1**

DRAWN: GGA

CHECK: MH

PROJ. DATE: 7-1-2020

REV. DATE: -

A



B



C



NOTE:  
SEE SHEET AR1.0 FOR CORE  
SAMPLE LOCATIONS

PROJECT

HATTIESBURG AMERICAN ROOF  
INVESTIGATION

826 MAIN STREET HATTIESBURG MS.  
39401

SHEET TITLE

CORE SAMPLE PICTURES

LANDRY  
LEWIS  
GERMANY  
ARCHITECTS, P. A.



5211 OLD HIGHWAY 11, HATTIESBURG, MS 39402  
P: 601.271.7711 WWW.LLGARCH.COM

SHEET NO.

AR1.2

DRAWN: GGA

CHECK: MH

PROJ. DATE: 7-1-2020

REV. DATE: -

SECTION 00 42 13 PROPOSAL FORM

Proposal of (hereinafter called "Bidder"),

Firm Name: _____ ,

Operating as a _____ (corporation/a partnership/an individual)

Doing (State) Business as _____ .

FOR THE CITY OF HATTIESBURG, (hereinafter called "Owner").

The Bidder, in compliance with your Advertisement for Bids for the construction of THE  
FOLLOWING PROJECT:

**HATTIESBURG AMERICAN REROOF PHASE II**  
**CN# 20-3788**

and having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the Architect and to substantially complete the project within THE FOLLOWING consecutive calendar days; _____ (bidder insert days).

Bidder acknowledges receipt of the following addenda:

NO. _____, NO. _____, NO. _____

NO. _____, NO. _____, NO. _____

BASE BID: Bidder agrees to perform all of the General, Mechanical, and Electrical Construction, and all other work shown on drawings or specified herein for the sum of:

_____,  
\$ _____

Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

**OWNERS RIGHTS:**

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

BID SECURITY:

Enclosed is a bid bond signed by a Mississippi Agent or certified check payable to the Owner in the sum equal to at least five percent (5%) of the base bid. This sum is to become the property of the Owner in the event the contract, Contract Bond and Certificate of Insurance are not executed within ten (10) days of Notification of Bidder of acceptance of bid. These liquidated damages are for the delay and additional expense to the Owner.

BIDDER QUALIFICATIONS:

I certify that I meet all qualifications specified for this project, and that for Base Bids exceeding \$50,000.00 I possess a Mississippi Certificate of Responsibility valid for this project. Mississippi Certificate of Responsibility Number _____.

*Note:* when the bidder is a joint venture, the joint venture Mississippi Certificate of Responsibility Number is _____.

OR the joint venture member firms and their respective Mississippi Certificate of Responsibility Numbers are _____.

Bidder certifies that he is: (initial)

a Mississippi Resident Contractor _____

OR a Non Resident Contractor _____

When a non resident contractor submits a bid for a Mississippi public project, he shall attach thereto a copy of his resident State's current law pertaining to such State's treatment of non resident contractor as required by Title 31, Chapter 3 - 31-3-21 (3) of the Mississippi Code of 1972 as amended.

ACCEPTANCE

I agree to hold this proposal open for acceptance for 45 days after the bid date and certify that I am authorized to enter my firm into a binding contract if this proposal is accepted.

Signature: _____ Date: _____.

Name: _____.

Title: _____.

Firm: _____.

(Exact name of firm corresponding to Mississippi Certificate of Responsibility Number and Bid Bond as applicable and as it is to appear in a contract).

Address: _____.

City/State/Zip: _____.

Office: (____) _____ Cell: (____) _____

END OF PROPOSAL - END OF SECTION

SECTION 00 50 00 CONTRACT FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.01 AGREEMENT AND CONDITIONS OF THE CONTRACT

- 1.01.A. The Agreement form is AIA A101.
- 1.01.B. The General Conditions form is AIA A201.
- 1.01.C. Power of Attorney: Attorneys in fact who sign contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

1.02 FORMS

- 1.02.A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in Contract Documents.
- 1.02.B. Bond Forms:
  - 1. Bid Bond Form: AIA A310.
  - 2. Performance and Payment Bond Form: AIA A312. Bond shall include payment of taxes.
- 1.02.C. Post-Award Certificates and Other Forms:
  - 1. Schedule of Values Form: AIA G703.
  - 2. Application for Payment Forms: AIA G702 with AIA G703 (for Contractors).
- 1.02.D. Clarification and Modification Forms:
  - 1. Architect's Supplemental Instructions Form: AIA G710.
  - 2. Construction Change Directive Form: AIA G714.
  - 3. Change Order Form: AIA G701.

1.03 REFERENCE STANDARDS

- 1.03.A. AIA A101 - Standard Form of Agreement Between Owner and Contractor where the basis of Payment is a Stipulated Sum 2017.
- 1.03.B. AIA A201 - General Conditions of the Contract for Construction 2017.
- 1.03.C. AIA A310 - Bid Bond 2010.
- 1.03.D. AIA A312 - Performance Bond and Payment Bond 2010.
- 1.03.E. AIA G701 - Change Order 2017.
- 1.03.F. AIA G702 - Application and Certificate for Payment 1992.
- 1.03.G. AIA G703 - Continuation Sheet 1992.
- 1.03.H. AIA G710 - Architect's Supplemental Instructions 2017.
- 1.03.I. AIA G714 - Construction Change Directive 2017.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

A. END OF SECTION

SECTION 00 72 00 GENERAL CONDITIONS

FORM OF GENERAL CONDITIONS

- 1.01 Document A-201, issued by the American Institute of Architects, 2017 edition, relates to the work of this project and is hereby made part of this Contract, a copy of which follows.
- 1.01.A. The Contractor is hereby specifically directed, as a condition of the Contract, to obtain the necessary number of copies of Document A 201, to acquaint himself with the Articles contained therein and to notify and apprise all subcontractors, suppliers, and any other parties to the contract or individuals or agencies engaged on the work as to its contents.
- 1.01.B. No contractual adjustments shall be due or become exigent as a result of failure on the part of the contractor to fully acquaint himself and all other parties to the contract with the conditions of Document A 201.

RELATED REQUIREMENTS

- 2.01 SECTION 007300 - Supplementary Conditions.
- 2.02 SECTION 014216 - Definitions.

SUPPLEMENTARY CONDITIONS

- 3.01 REFER TO DOCUMENT 007300 - Supplementary Conditions FOR AMENDMENTS TO THESE GENERAL CONDITIONS.

A. END OF SECTION

# AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

### for the following PROJECT:

*(Name and location or address)*

Hattiesburg American ReRoof Phase II  
City of Hattiesburg  
CN 20-3788

### THE OWNER:

*(Name, legal status and address)*

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

### THE ARCHITECT:

*(Name, legal status and address)*

Landry Lewis Germany Architects, P.A.  
5211 Old Highway 11  
Hattiesburg, Mississippi 39402

### TABLE OF ARTICLES

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2	OWNER
3	CONTRACTOR
4	ARCHITECT
5	SUBCONTRACTORS
6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7	CHANGES IN THE WORK
8	TIME
9	PAYMENTS AND COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### **§ 1.1.2 The Contract**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### **§ 1.1.3 The Work**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### **§ 1.1.4 The Project**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

#### **§ 1.1.5 The Drawings**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### **§ 1.1.6 The Specifications**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### **§ 1.1.7 Instruments of Service**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 1.1.8 Initial Decision Maker**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### **§ 1.2 Correlation and Intent of the Contract Documents**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.



**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### **§ 1.3 Capitalization**

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### **§ 1.4 Interpretation**

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### **§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

**§ 1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### **§ 1.6 Notice**

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### **§ 1.7 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### **§ 1.8 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### **§ 2.2 Evidence of the Owner's Financial Arrangements**

**§ 2.2.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### **§ 2.3 Information and Services Required of the Owner**

**§ 2.3.1** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.3.2** The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

#### § 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

#### § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

#### § 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.



**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### **§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### **§ 3.4 Labor and Materials**

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 3.4.2** Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

**§ 3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### **§ 3.5 Warranty**

**§ 3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**§ 3.5.2** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### **§ 3.6 Taxes**

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### **§ 3.7 Permits, Fees, Notices and Compliance with Laws**

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

**§ 3.7.3** If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### **§ 3.7.4 Concealed or Unknown Conditions**

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### **§ 3.8 Allowances**

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### **§ 3.9 Superintendent**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### **§ 3.10 Contractor's Construction and Submittal Schedules**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

**§ 3.10.2** The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### **§ 3.11 Documents and Samples at the Site**

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and



delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

**§ 3.12 Shop Drawings, Product Data and Samples**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design 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 the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### **§ 3.13 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 3.14 Cutting and Patching**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 Access to Work**

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### **§ 3.17 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.



### § 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## ARTICLE 4 ARCHITECT

### § 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

### § 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

### § 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.



When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts**

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

### **§ 6.2 Mutual Responsibility**

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

### § 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### § 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### ARTICLE 8 TIME

#### § 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.



§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

## § 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

## § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### § 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

#### § 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;



- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 9.5.2** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

**§ 9.5.3** When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.4** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

## **§ 9.6 Progress Payments**

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

**§ 9.6.2** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

**§ 9.6.3** The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

**§ 9.6.5** The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

**§ 9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

**§ 9.6.8** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

### § 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

### § 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### § 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

#### § 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

### ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

#### § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

#### § 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to



- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

**§ 10.2.2** The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

**§ 10.2.3** The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

**§ 10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

**§ 10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**§ 10.2.8 Injury or Damage to Person or Property**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

**§ 10.3 Hazardous Materials and Substances**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

**§ 10.3.2** Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

#### **§ 10.4 Emergencies**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 Contractor's Insurance and Bonds**

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or

expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## **§ 11.2 Owner's Insurance**

**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

## **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.



#### **§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

#### **§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 Uncovering of Work**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

#### **§ 12.2 Correction of Work**

##### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

##### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during

that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

**§ 12.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### **§ 12.3 Acceptance of Nonconforming Work**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### **§ 13.2 Successors and Assigns**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 13.2.2** The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### **§ 13.3 Rights and Remedies**

**§ 13.3.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

**§ 13.3.2** No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.



## **§ 13.4 Tests and Inspections**

**§ 13.4.1** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

**§ 13.4.2** If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

**§ 13.4.3** If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

**§ 13.4.4** Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

**§ 13.4.5** If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

**§ 13.4.6** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

## **§ 13.5 Interest**

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **§ 14.1 Termination by the Contractor**

**§ 14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

**§ 14.1.2** The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

## § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

## § 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

## § 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;

- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

#### § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

#### § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

#### § 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

#### § 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

#### § 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### § 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.



§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

#### § 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

#### § 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### § 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**§ 15.4.4 Consolidation or Joinder**

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

SECTION 00 73 00 SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.01 INTRODUCTION

- A. The following supplements modify the “General Conditions of the Contract for Construction”, AIA Document A201-2017. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

1.02 ARTICLE 1 GENERAL PROVISIONS

- A. §1.1.7 Instruments of Service

- 1. Add the following Sections:

- a. §1.1.7.1 The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

- B. §1.2 Correlation and Intent of the Contract Documents

- 1. Add the following Sections after Section 1.2.2:

- a. §1.2.2.1 In the case of conflicts or discrepancies between Drawings and Division 2-50 of the Specifications or within or among the Contract Documents and not clarified by addendum, the Architect will determine which takes precedence in accordance with Sections 4.2.11, 4.2.12, and 4.2.13. Interpretations will be based on the following priorities:
      - 1) .1 Modifications
      - 2) .2 The Agreement
      - 3) .3 Addenda, with those of later date having precedence over those of earlier date
      - 4) .4 The Supplementary Conditions
      - 5) .5 The General Conditions of the Contract for Construction
      - 6) .6 Division 1 of the Specifications
      - 7) .7 Drawings and Divisions 2-50 of the Specifications
      - 8) .8 Other Documents specifically enumerated in the Agreement as part of the Contract Documents

- C. §1.7 Digital Data Use and Transmission

- 1. Add the following Sections:

- a. §1.7.1 Contractor’s Use of Instruments of Service in Electronic Form.
    - b. §1.7.1.1 The Architect may, with the concurrence of the Owner, furnish to the Contractor versions of instruments of Service in electronic form. The Contract Documents executed or identified in accordance with Subparagraphs 1.1.2 and 1.1.7 shall prevail in case of an inconsistency with versions made through electronic operations involving computers.

- c. §1.7.1.2 The Contractor shall not transfer or reuse instruments of Service in electronic form without prior written consent of the Architect.
  - D. Add Section §1.9 Periodic Meetings
    - 1. Add the following Sections:
      - a. §1.9.1 Representatives of the Owner, Contractor and Architect shall meet periodically at mutually agreed-upon intervals for the purpose of establishing procedures to facilitate cooperation, communication and timely responses among the participants.
      - b. §1.9.2 By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.
- 1.03 ARTICLE 2 OWNER
  - A. §2.3 Information and Services Required of the Owner
    - 1. Delete §2.3.6 and substitute the following:
      - a. §2.3.6 The Owner shall furnish the Contractor one set of PDF Contract Documents. Additional contract documents may be provided from on hand copies produced and returned during the bidding process. The Contractor may purchase additional copies or print the pdf documents at his own expense.
- 1.04 ARTICLE 3 CONTRACTOR
  - A. §3.2 Review of Contract Documents and Field Conditions by Contractor
    - 1. Add the following Section:
      - a. §3.2.5 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation. Reimbursements may be funds retained in the Contractor's Application for Payment.
  - B. §3.4 Labor and Materials
    - 1. Add the following after Section 3.4.2:
      - a. §3.4.2.1 After the Contract has been executed, the Owner and the Architect will consider requests for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications). By making requests for substitutions, the Contractor:
        - 1) .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all aspects to that specified.



- 2) .2 represents that the Contractor will provide the same warranty for the substitution as the Contractor would have provided for the product specified.
    - 3) .3 certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
    - 4) .4 shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
  - b. §3.4.2.2 The Owner shall be entitled to reimbursement from the Contractor amounts paid to the Architect for reviewing the Contractor's proposed substitutions and to make agreed-upon changes in the Drawings and Specifications resulting from such Substitutions. Reimbursements may be funds retained in the Contractor's Application for Payment.
- C. §3.8 Allowances
  1. Delete §3.8.2.2 and substitute the following:
    - a. §3.8.2.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; except that if installation is included as part of the allowance in Division 1-50 of the Specifications, the installation and labor costs for greater or lesser quantities of Work shall be determined in accordance with Article 7;
- D. §3.9 Superintendent
  1. Delete §3.9.2 and substitute the following:
    - a. §3.9.2 The Contractor, as soon as practicable after award of the Contract, but no later than the preconstruction conference, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.
  2. Delete §3.9.3 and substitute the following:
    - a. §3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.
  3. Add the following Section:
    - a. §3.9.4 The Contractor shall employ a superintendent or an assistant to the superintendent who will perform as a coordinator for mechanical and electrical Work. The coordinator shall be knowledgeable in mechanical and electrical

systems and capable of reading, interpreting and coordinating Drawings, Specifications, and shop drawings pertaining to such systems. The coordinator shall assist the Subcontractors in arranging space conditions to eliminate interference between the mechanical and electrical systems and other Work and shall supervise the preparation of coordination drawings documenting the spatial arrangements for such systems within restricted spaces. The coordinator shall assist in planning and expediting the proper sequence of delivery of mechanical and electrical equipment to the site. Space priorities within restricted areas shall be: (1) mechanical systems, (2) plumbing systems, (3) fire sprinkler piping systems.

E. §3.12 Shop Drawings, Product Data and Samples

1. Add the following Section:

- a. §3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittal. The Owner is entitled to obtain reimbursement from the Contractor amounts paid to the Architect for evaluation of additional resubmittals. Reimbursements may be funds retained in the Contractor's Application for Payment.

1.05 ARTICLE 4 ARCHITECT

A. §4.2 Administration of the Contract

1. Add the following after Section 4.2.2:

- a. §4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work. Reimbursements may be funds retained in the Contractor's Application for Payment.

2. Add the following after Section 4.2.14:

- a. §4.2.14.1 Contractor's request for information shall be prepared and submitted in accordance with Division 1 "General Requirements" sections on AIA Document G716-2004. The Architect will return without action requests for information that does not conform to requirements of the Contract Documents.

1.06 ARTICLE 5 SUBCONTRACTORS

A. §5.2 Award of Subcontracts and Other Contracts for Portions of the Work

1. Add the following Section:

- a. §5.2.5 Not later than twenty-one days after the date of commencement of the Work, the Contractor shall furnish in writing to the Owner through the Architect the names of persons or entities proposed as subcontractors, manufacturers, fabricators, material suppliers, equipment suppliers, and systems for the products, identified in the General Requirements (Division 1 of the Specifications).

1.07 ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

A. §6.1 Owner's Right to Perform Construction and to Award Separate Contracts

1. Add the following Section:

- a. §6.1.5 The Contractor, including his subcontractors, shall keep informed of the progress and the detailed work of the Owner or other Contractors and shall immediately notify the Architect of lack of progress or delays by other Contractors which are affecting Contractor's Work. Failure of Contractor to keep informed of the progress of the work of the Owner or other Contractors and / or failure of Contractor to give notice of lack of progress or delays by the Owner or other Contractors shall be deemed to be acceptance by Contractor of the status of progress by other Contractors for the proper coordination and completion of Contractor's Work. If, through acts or neglect on the part of the Contractor, the Owner or any other Contractor or subcontractor shall suffer loss or damage or assert any claims of whatever nature against the Owner, the Contractor shall defend, indemnify and hold harmless the Owner from any such claims or alleged damages, and the Contractor shall resolve such alleged damages or claims directly with the other Contractors or subcontractors.

#### 1.08 ARTICLE 7 CHANGES IN THE WORK

##### A. §7.1 General

##### 1. Add the following Section:

- a. §7.1.4 The combined overhead and profit included in the total cost to the Owner of a change in the Work shall be based on the following schedule:
  - 1) .1 For the Contractor, the Work performed by the Contractor's own forces, fifteen percent of the cost.
  - 2) .2 For the Contractor, for Work performed by the Contractor's Subcontractors, five percent of the amount due the Subcontractor.
  - 3) .3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, ten percent of the cost.
  - 4) .4 For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractor, ten percent of the amount due the Sub-subcontractor.
  - 5) .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.4.
  - 6) .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over Five Hundred Dollars be approved without such itemization.

#### 1.09 ARTICLE 8 TIME

##### A. §8.2 Progress and Completion

1. Delete §8.2.1 and substitute the following:

- a. §8.2.1 Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work and that the Contractor is fully capable of properly completing the work within the Contract time.

B. §8.3 Delays and Extension of Time

1. Delete §8.3.1 and substitute the following:

- a. §8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine. However, to the fullest extent permitted by law, and notwithstanding any other provisions in the Contract Documents, the Owner, and the Architect and their agents and employees shall not be liable for any damage for delay whether for direct or indirect costs, extended home office overhead, idle or inefficient labor or equipment, cost escalations or monetary claims of any nature arising from or attributable to delay by any cause whatsoever. The Contractor's sole and exclusive right and remedy for delay by any cause whatsoever is an extension of the Contract Time but no increase in the Contract Sum.

2. Delete §8.3.2 and substitute the following:

- a. §8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15. Any delay, interference, hindrance or disruption, from whatever source or cause, in the progress of the Contractor's Work shall be a basis for an extension of time unless the delay, interference hindrance or disruption is (1) the fault and the responsibility of the Contractor, its subcontractors and suppliers and (2) directly affects the overall completion of the Work as reflected on the critical path of the updated Construction Schedule. The contractor expressly agrees that the Owner shall have the benefit of any float in the construction schedule and delay in construction activities which do not affect the overall completion of the work does not entitle the Contractor to any extension in the Contract Time.
  - 1) .1 Any claims by the Contractor for an increase in Contract Time must follow the procedures and limits set forth in Article 15 "Claims and Disputes" including, but not limited to the requirement that the Contractor give notice of any claim for extension in Contract Time within twenty-one (21) days after occurrence of the event giving rise to such claim.

3. Add the following Sections:

- a. §8.3.4 This provision specifies the procedure for the determination of time extensions for unusually severe weather. In order for the Owner and Architect to award a time extension under this clause, the following conditions must be satisfied:
  - 1) .1 The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during the time allotted to achieve Substantial Completion.
  - 2) .2 The unusually severe weather must actually cause a delay in the completion of the project. The delay must be beyond the control and without the fault of negligence of the contractor.
- b. §8.3.5 The schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for weather time evaluations. The Contractor's activity durations for inclusion in the progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.
- c. §8.3.6 Monthly anticipated adverse weather delay workdays based on five (5) day work week, unless Contractor stipulates a different work schedule prior to Notice to Proceed.
- d. §8.3.7 Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor shall record on the daily report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on the overall projects' critical activities for 50 percent or more of the contractor's scheduled workday. The number of actual adverse weather days shall include days impacted by adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 8.3.5 above, the Owner and the Architect will convert any qualifying delays to calendar days giving full consideration for equivalent fair weather workdays and issue a modification in accordance with the contract.

#### 1.10 ARTICLE 9 PAYMENTS AND COMPLETION

##### A. §9.3 Applications for Payment

- 1. Delete §9.3.1 and substitute the following:
  - a. §9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents. The form of

Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702™-1992, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703™-1992, Continuation Sheet.

2. Add the following after Section 9.3.1.2:
  - a. §9.3.1.3 Until final payment, the Owner will hold retainage in the amount of five percent (5%) and the amount retained by the prime contractor from each payment due the subcontractor shall not exceed the percentage withheld by the owner from the prime contractor. On contracts of which the total amount is Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater, or on any contract with a subcontract, regardless of amount, five percent (5%) shall be retained until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the architect's and/or engineers opinion, at which time fifty percent (50%) of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. Provided, however, that future retainage shall be withheld at the rate of two and one-half percent (2 ½ %).
  - b. §9.3.1.4 The full contract retainage may be reinstated if the manner of completion of the work and its progress do not remain satisfactory to the Architect.
  - c. §9.3.1.5 The contractors shall submit with each Application for Payment a monthly certification to the project architect listing subcontractors and payments to those subcontractors paid by funds received from the prior Application for Payment. This certification shall be submitted on a form entitled "Affidavit Certifying Payment To All Subcontractors" and will be provided to the contractor by the architect.

B. §9.8 Substantial Completion

1. Add the following after Section 9.8.3:
  - a. §9.8.3.1 The Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for additional inspections. Reimbursements may be funds retained in the Contractor's Application for Payment.

C. §9.10 Final Completion and Final Payment

1. Add the following after Section 9.10.1:
  - a. §9.10.1.1 The Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for additional inspections. Reimbursements may be funds retained in the Contractor's Application for Payment.

D. Add Section §9.11 Liquidated Damages:

1. Add the following Sections:
  - a. §9.11.1 It is hereby understood and mutually agreed, by and between the contractor and the Owner, that the date of beginning, rate of progress, and the time of completion of the work to be done hereunder are essential conditions of this contract, and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the work order.
  - b. §9.11.2 The contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure substantial completion thereof within the time specified. It is expressly understood and agreed by and between the contractor and the Owner, that the time of completion of the work described herein is a reasonable time for the completion of same, taking into consideration the average climactic range and usual industrial conditions, prevailing in this locality.
  - c. §9.11.3 If the said contractor shall neglect, fail or refuse to complete the work within the time herein specified, then the contractor does hereby agree as a part of the consideration for the awarding of this contract to pay to the Owner the amount specified herein, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the contract shall be in default after the time stipulated for completing the work.
  - d. §9.11.4 The said amount is fixed and agreed upon by and between the contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amounts shall be retained from time to time by the Owner from current periodical estimates.
  - e. §9.11.5 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever. Where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to unforeseeable cause beyond the control and without the fault of the contractor, including, but not restricted to, extreme acts of God, or the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, and quarantine restrictions: provided; however, that the contractor shall, within seven (7) days from the beginning of such delay, notify the Owner, in writing of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the contractor within a reasonable time of its decision in the matter.
  - f. §9.11.6 The contractor is familiar with the weather in the area; therefore, contractor has considered and computed weather in contractor's calculation of time necessary to complete this contract within the specified calendar days and accordingly agrees that rain, dryness, heat or cold will not be a basis for

extension of the completion date, unless otherwise stipulated in the Contract Documents.

- g. §9.11.7 It is agreed and understood that the project be substantially complete on or before the time set forth on the Contractor's proposal form commencing on a date set forth in a notice to proceed from the Architect to the Contractor. If the said contractor shall neglect, fail or refuse to complete the work within the time specified herein, then the contractor shall pay to the Owner the sum of \$500.00 for each and every calendar day after the time stipulated herein for the substantial completion of the work and the Owner may deduct the said sum of \$500.00 per day from any balance due the contractor, as liquidated damages for loss and default as herein set forth, as herein set forth, which daily sum is agreed to be a reasonable sum for liquidated damages for this project.

#### 1.11 ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

##### A. §10.2 Safety of Persons and Property

- 1. Add the following after Section 10.2.4:
  - a. §10.2.4.1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner reasonable advance notice in writing.

#### 1.12 ARTICLE 11 INSURANCE AND BONDS

##### A. §11.1 Contractor's Insurance and Bonds

- 1. Add the following after Section 11.1.1:
  - a. §11.1.1.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:
    - 1) .1 General Liability (Commercial General Liability Including XCU):
      - a) General Aggregate: \$1,000,000 Aggregate.
      - b) Products & Completed Operations: \$1,000,000 Aggregate.
      - c) Personal & Advertising Injury: \$500,000 Per Occurrence.
      - d) Bodily Injury & Property Damage: \$500,000 Per Occurrence.
      - e) Fire Damage Liability: \$50,000 Per Occurrence.
      - f) Medical Expense: \$5,000 Per Person.
    - 2) .2 Owners & Contractors Protective Liability:
      - a) Bodily Injury and Property Damage: \$1,000,000 Aggregate
      - b) Bodily Injury & Property Damage: \$500,000 Per Occurrence
    - 3) .3 Automobile Liability (Owned, Non-owned & Hired Vehicles):
      - a) Contractor Insurance Option Number 1:
        - 1. Bodily Injury and Property Damage (Combined Single Limit):\$500.000 Per Occurrence.
      - b) Contractor Insurance Option Number 2:
        - 1. Bodily Injury: \$250,000 Per Person.,



2. Bodily Injury: \$500,000 Per Accident.,
3. Property Damage: \$100,000 Per Occurrence.
- 4) .4 Excess Liability (Umbrella on projects over \$500,000):
  - a) Bodily Injury & Property Damage (Combined Single Limit):  
\$1,000,000 Aggregate
- 5) .5 Workers' Compensation: (As Required by Statute)
- 6) .6 Employers' Liability:
  - a) Accident: \$100,000 Per Occurrence.
  - b) Disease: \$500,000 Policy Limit.
  - c) Disease: \$100,000 Per Employee.
- 7) .7 Property Insurance:
  - a) General Builder's Risk: Equal to Value of Work.
- b. §11.1.1.2 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
  - 1) .1 Premises Operations (including X, C and U coverages as applicable).
  - 2) .2 Independent Contractors' Protective
  - 3) .3 Products and Completed Operations.
  - 4) .4 Personal Injury Liability with Employment Exclusion deleted
  - 5) .5 Contractual, including specified provision for Contractor's obligation under paragraph 3.18.2 Owned, non-owned and hired motor vehicles.
  - 6) .6 Broad Form Property Damage including Completed Operations.
- c. §11.1.1.3 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.
- d. §11.1.1.4 If this insurance is written on a Commercial General Liability policy form, the certificates shall be ACORD form 25-S, completed and supplemented in accordance with AIA Document G715™-1991, Instruction Sheet and Supplemental Attachment for ACORD Certificate of Insurance 25-S.
- e. §11.1.1.5 Performance Bond and Payment Bond:
  - 1) .1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum.
  - 2) .2 The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of

intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

- 3) .3 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

B. §11.2 Owner's Insurance

1. Delete §11.2.1 and substitute the following:
  - a. §11.2.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.
2. Add the following Sections:
  - a. §11.2.1.1 If the Owner is damaged by the failure of the Contractor to purchase and maintain such insurance without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs attributable thereto.
3. Delete §11.2.2 and substitute the following:
  - a. §11.2.2 Failure to Purchase Required Property Insurance. If the Contractor fails to purchase and maintain the required property insurance, with all the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, The Contractor shall inform the Owner in writing prior to commencement of the Work. Upon receipt of notice from the Contractor, the Owner may delay commencement of the Work and may obtain insurance that will protect the interests of the parties and deduct costs of insurance from contract by change order. If the Owner is damaged by the failure of the Contractor to purchase and maintain such insurance without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs attributable thereto.
4. Delete §11.2.3 and substitute the following:
  - a. §11.2.3 Notice of Cancellation or Expiration of Contractor's Required Property Insurance. The Contractor shall provide written notice of any cancellation or expiration of coverages required at least 30 days prior to any lapse in coverage event. Failure to notify Owner of any lapse in coverage event is the sole responsibility of the Contractor and any damages to the Owner or the Property shall be the Contractor's responsibility to bear all costs. Such notice requirement shall appear on the policy coverages page.
5. Delete §11.4 in its entirety.
6. Delete §11.5 in its entirety.

1.13 ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

A. §12.2 Correction of Work:

1. Add the following after Section 12.2.2.3:
  - a. §12.2.2.4 Upon request by the Owner and prior to the expiration of one year from the date of Substantial Completion, the Architect will conduct, and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

1.14 ARTICLE 15 CLAIMS AND DISPUTES

A. §15.1.6 Claims for Additional Time

1. Delete §15.1.6.2 and substitute the following:
  - a. §15.1.6.2 Unusually Adverse Weather Delays:
    - 1) .1 The Contractor shall anticipate delays in the progress of the Work, due to adverse weather, during the stipulated Contract Time in the amount of days published in recognized official data. If documented evidence (from recognized official data) indicates weather delays in excess of this amount, then they shall be declared as unusually adverse weather and then the Contractor may be granted an Extension of Time for each Work Day, in excess of the normal days, in which the weather prevented work on the Project Site for fifty (50) percent or more of the Contractor's "Normal Work Day", but only if such prevented work was critical to the timely completion of the project.
    - 2) .2 Contractor's "Normal Workday" shall be defined on the basis of Hours Per Day/Days Per Week as stated by the Contractor at the beginning of the Project. Example: If the Contractor indicates that his "normal" (regular) schedule is a 6-Day Work Week, meaning Monday through Saturday, then a rain on Sunday (since not a scheduled Workday) will not necessarily delay the Work of the Project. However, site conditions, as a result of the rain, could partially or fully prevent scheduled outside work on Monday (and thereafter) thereby making the Contractor eligible to apply for a Weather Delay Extension of Time on the basis of the conditions stated in the paragraph above.
2. Add the following Sections:
  - a. §15.1.6.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.
  - b. §15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

B. §15.1.7 Waiver of Claims for Consequential Damages

1. Delete §15.1.7 and substitute the following:
  - a. §15.1.7 Waiver of Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. If, before expiration of 30 days from the date of execution for this agreement, the Owner obtains by separate agreement and furnishes to the Contractor a similar mutual waiver of all claims from the Architect against the Contractor for consequential damages which the Architect may incur as a result of any act or omission of the Owner or Contractor, then the waiver of consequential damages by the Owner and Contractor contained in this subparagraph 15.1.7 shall be applicable to claims by the Contractor against the Architect. This mutual waiver includes:
    - 1) .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
    - 2) .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising from the Work.
- C. Delete §15.3 Mediation in its entirety including all subsections.
- D. Delete §15.4 Arbitration in its entirety including all subsections.
- E. Add Section §15.3 Resolution of Claims and Disputes
  1. Add the following Sections:
    - a. §15.3.1 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect's decision will be made within seven days. After receipt of the Architect's decision, either party may file a claim in court for resolution of the dispute. However, any action or suit filed in court shall only be filed in the Chancery Court of the County of the Owner's principal place of business. In the event a legal action or suit is filed in a court other than the designated court, then the other party shall be entitled to have a case transferred to the designated court and be reimbursed for all attorney's fees and expenses incurred in transferring the case.
    - b. §15.3.2 Attorney's Fees: In the event of default or breach by any party hereto, the non-defaulting party shall have the right to enforce this contract and/or seek damages for its breach in the Courts of the county of the Owner's principal place of business. In addition to such other damages as may be provided herein or as may be proved by the non-defaulting party, the defaulting party shall be liable and responsible for all attorney's fees, court costs, expert witness fees or other out of pocket expenses incurred by the non-defaulting party as a result, directly or indirectly, of the breach or default by the defaulting party.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

A. END OF SECTION

SECTION 01 10 00 SUMMARY

PART 1 GENERAL

1.01 PROJECT IDENTIFICATION

- 1.01.A. Project Name: HATTIESBURG AMERICAN REROOF PHASE II
- 1.01.B. Owner's Name: CITY OF HATTIESBURG
- 1.01.C. Architect's Name: LANDRY LEWIS GERMANY ARCHITECTS, P.A.
- 1.01.D. Drawings and Project Manual dated: 10.23.2020

1.02 ABBREVIATED WRITTEN SUMMARY

- 1.02.A. Briefly, and without force and effect upon contract documents, work of contract can be summarized as follows:
  - 1. The work consists of construction of a new TPO roof membrane and coverboard to be installed over an existing roof system to remain. Cleaning, preparing, and remediation of the existing roof system to remain shall be performed as required to comply with the manufacturer's specifications. Contractor shall provide a complete system to include all necessary accessories, flashings, sealants, etc. as required to result in a completely watertight building envelope.
- 1.02.B. Refer to the following Sections for additional information related to the scope of work.
  - 1. Allowances as described in Section 012100 - NOT APPLICABLE.
  - 2. Unit Prices as described in Section 012200 - NOT APPLICABLE.
  - 3. Alternates as described in Section 012300 - NOT APPLICABLE.

1.03 OWNER OCCUPANCY

- 1.03.A. Owner intends to maintain occupancy of the building throughout the terms of the Contract and resume unrestricted operations immediately upon Substantial Completion.
- 1.03.B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- 1.03.C. Schedule the Work to accommodate Owner occupancy.

A. END OF SECTION

SECTION 01 25 13 - PRODUCTS AND SUBSTITUTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS:

- A. Definitions: "Products" is defined to include purchased items for incorporation into the work, regardless of whether specifically purchased for project or taken from Contractor's stock of previously purchased products. "Materials," is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, installed or applied to form units of work. "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, etc.). Definitions in this paragraph are not intended to negate the meaning of other terms used in contract documents, including "specialties," "systems," "structure," "finishes," "accessories," "furnishings," "special construction," and similar terms, which are self-explanatory and have recognized meanings in the construction industry.
- B. Substitutions: The requirements for substitutions do not apply to specified Contractor options on products and construction methods. Revisions to contract documents, where requested by Owner, Architect or Engineer, are "changes" not "substitutions." Requested substitutions during bidding period, which have been accepted prior to Bid Date, are included in contract document and are not subject to requirements for substitutions as specified herein. Contractor's determination of and compliance with governing regulations and orders issued by governing authorities do not constitute "substitutions;" and do not constitute a basis for change orders, except as provided for in contract documents. Otherwise, Contractor's requests for changes in products, materials and methods of construction required by contract documents are considered requests for "substitutions," and are subject to requirements hereof.
- C. Standards: Refer to Division-1 section "Definitions and Standards" for applicability of industry standards to products of project, and for acronyms used in text of specification sections.

1.3 QUALITY ASSURANCE:

- A. Source Limitations: To the greatest extent possible for each unit of work, provide products, materials or equipment of a singular generic kind and from a single source.
- B. Compatibility of Options: Where more than one choice is available as options for Contractor's selection of a product or material, select an option which is compatible with other products and materials already selected (which may have been from among options for those other products and materials). Total compatibility among options is not assured by limitations within contract documents, but must be provided by Contractor. Compatibility is a basic general requirement of product/material selections.

1.4 SUBMITTALS:

- A. Requests for Substitutions: Submit 3 copies, fully identified for product or method being replaced by substitution, including related specification section and drawing number(s), and fully documented to show compliance with requirements for substitutions. Include product data/drawings, description of methods, samples where applicable, Contractor's detailed comparison of significant qualities between specified item and proposed substitution, statement of effect on construction time and coordination with other affected work, cost information or proposal, and Contractor's statement to the effect that proposed substitution will result in overall work equal-to-or-better-than work originally indicated.

1.5 PRODUCT DELIVERY, STORAGE, HANDLING:

- A. General: Deliver, handle and store products in accordance with manufacturer's recommendations and by methods and means which will prevent damage, deterioration, and loss including theft. Control delivery schedules to minimize long-term storage of products at site and overcrowding of construction spaces. In particular, provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other sources of loss.

1.6 WARRANTIES (GUARANTEES):

- A. Categories of Specific Warranties: Warranties on the work are in several categories, including those of General Conditions, and including (but not necessarily limited to) the following specific categories related to individual units of work specified in sections of Divisions 2 through 16 of these specifications:
- B. Special Project Warranty (Guarantee): A warranty specifically written and signed by Contractor for a defined portion of the work; and, where required, countersigned by subcontractor, installer, manufacturer or other entity engaged by Contractor.
- C. Specified Product Warranty: A warranty which is required by contract documents, to be provided for a manufactured product incorporated into the work; regardless of whether manufacturer has published a similar warranty without regard for specific incorporation of product into the work, or has written and executed a special project warranty as a direct result of contract document requirements.
- D. Coincidental Product Warranty: A warranty which is not specifically required by contract documents (other than as specified in this Section); but which is available on a product incorporated into the work, by virtue of the fact that manufacturer of product has published warranty in connection with purchases and uses of product without regard for specific applications except as otherwise limited by terms of warranty.
- E. Refer to individual sections of Divisions 2 through 16 for the determination of units of work which are required to be specifically or individually warranted, and for the specific requirements and terms of those warranties (or guarantees).
- F. General Limitations: It is recognized that specific warranties are intended primarily to protect Owner against failure of the work to perform as required, and against deficient, defective and



faulty materials and workmanship, regardless of sources. Except as otherwise indicated, specific warranties do not cover failures in the work which result from: 1) Unusual and abnormal phenomena of the elements, 2) The Owner's misuse, maltreatment or improper maintenance of the work, 3) Vandalism after time of substantial completion, or 4) Insurrection or acts of aggression including war.

- G. Related Damages and Losses: In connection with Contractor's correction of warranted work which has failed, remove and replace other work of project which has been damaged as a result of such failure, or must be removed and replaced to provide access for correction of warranted work.
- H. Consequential Damages: Except as otherwise indicated or required by governing regulation, special project warranties and product warranties are not extended to cover damage to building contents (other than work of Contract) which occurs as a result of failure of warranted work.
- I. Reinstatement of Warranty Period: Except as otherwise indicated, when work covered by a special project warranty or product warranty has failed and has been corrected by replacement or restoration, reinstate warranty by written endorsement for the following time period, starting on date of acceptance of replaced or restored work.
  - 1. A period of time ending upon date original warranty would have expired if there had been no failure.
- J. Replacement Cost, Obligations: Except as otherwise indicated, costs of replacing or restoring failing warranted units or products is Contractor's obligation, without regard for whether Owner has already benefited from use through a portion of anticipated useful service lives.
- K. Rejection of Warranties: Owner reserves the right, at time of substantial completion or thereafter, to reject coincidental product warranties submitted by Contractor, which in opinion of Owner tend to detract from or confuse interpretation of requirements of contract documents.
- L. Contractor's Procurement Obligations: Do not purchase, subcontract for, or allow others to purchase or sub-subcontract for materials or units of work for project where a special project warranty, specified product warranty, certification or similar commitment is required, until it has been determined that entities required to countersign such commitments are willing to do so.

## PART 2 - PRODUCTS

### 2.1 GENERAL PRODUCT COMPLIANCE'S:

- A. General: The compliance requirements, for individual products as indicated in contract documents, are multiple in nature and may include generic, descriptive, proprietary, performance, prescriptive, compliance with standards, compliance with codes, conformance with graphic details and other similar forms and methods of indicating requirements, all of which must be complied with. Also "allowances" and similar provisions of contract documents will have a bearing on selection process.
- B. Procedures for Selecting Products: Contractor's options for selecting products are limited by contract document requirements, and governing regulations, and are not controlled by industry

and governing regulations, and are not controlled by industry traditions or procedures experienced by Contractor on previous construction projects. Required procedures include, but are not necessarily limited to, the following for various indicated methods of specifying:

1. Single Product/Manufacturer Name: Provide product indicated, except advise Architect/Engineer before proceeding, where known that named product is not a feasible or acceptable selection.
  2. Two or More Product/Manufacturer Names: Provide one of the named products, at Contractor's option; but excluding products which do not comply with requirements. Do not provide or offer to provide an unnamed product, except where none of named products comply with requirements or are a feasible selection; advise Architect/Engineer before proceeding.
- C. "Or Equal": Where named products in specifications text are accompanied by the term "or equal," or other language of similar effect, comply with those contract document provisions concerning "substitutions" for obtaining Architect's approval (by change order) to provide an unnamed product. "Named", except as otherwise indicated, is defined to mean manufacturer's name for product, as recorded in published product literature, of latest issue as of date of contract documents. Refer requests to use products of a later (or earlier) model to Architect for acceptance before proceeding.
- D. Standards, Codes and Regulations: Where only compliance with an imposed standard, code or regulation is required, selection from among products which comply with requirements including those standards, codes and regulations, is Contractor's option.
- E. Performance Requirements: Provide products which comply with specific performances indicated, and which are recommended by manufacturer (in published product literature or by individual certification) for application indicated. Overall performance of a product is implied where product is specified with only certain specific performance requirements.
- F. Prescriptive Requirements: Provide products which have been produced in accordance with prescriptive requirements, using specified ingredients and components, and complying with specified requirements for mixing, fabricating, curing, finishing, testing and similar operations in manufacturing process.
- G. Visual Matching: Where matching with an established sample is required, final judgment of whether a product proposed by Contractor matches sample satisfactorily is Architect's judgment. Where no product within specified cost category is available, which matches sample satisfactorily and complies with requirements, comply with contract document provisions concerning, "substitutions" and "change orders" for selection of a matching product outside established cost category or, of a product not complying with requirements.
- H. Visual Selection: Except as otherwise indicated, where specified product requirements include "...as selected from manufacturer's standard colors, patterns, textures..." or words of similar effect, the selection of manufacturer and basic product (complying with requirements) is Contractor's option, and subsequent selection of color, pattern and texture is Architect's selection. Where specified product requirements include "...as selected from standard colors, patterns, textures available within the industry...", or words to that effect, selection of product (complying with requirements, and within established cost category) is Architect's selection, including designation of manufacturer where necessary to obtain desired color, pattern or texture.

2.2 SUBSTITUTIONS:

- A. Conditions: Contractor's request for substitution will be received and considered when extensive revisions to contract documents are not required and changes are in keeping with general intent of contract documents; when timely, fully documented and properly submitted; and when one or more of following conditions is satisfied, all as judged by Architect. Otherwise, requests will be returned without action except to record non-compliance with these requirements.
1. Where request is directly related to an "or equal" clause or other language of same effect in contract documents.
  2. Where required product, material or method cannot be provided within Contract Time, but not as a result of Contractor's failure to pursue the work promptly or to coordinate various activities properly.
  3. Where required product, material or method cannot be provided in a manner which is compatible with other materials of the work, or cannot be properly coordinated therewith, or cannot be warranted as required, or cannot be used without adversely affecting Owner's insurance coverage on completed work, or will encounter other substantial non-compliance's which are not possible to otherwise overcome except by making requested substitution, which Contractor thereby certifies to overcome such non-compatibility, non-coordination, non-warranty, non-insurability or other non-compliance as claimed.
  4. Where required product, material or method cannot receive required approval by a governing authority, and requested substitution can be so approved.
  5. Where substantial advantage is offered Owner, in terms of cost, time, energy conservation or other valuable considerations, after deducting offsetting responsibilities Owner may be required to bear, including additional compensation to Architect for redesign and evaluation services, increased cost of other work by Owner or separate contractors, and similar considerations.
- B. Work-Related Submittals: Contractor's submittal of (and Architect's acceptance of) shop drawings, product data or samples which relate to work not complying with requirements of contract documents, does not constitute an acceptable or valid request for a substitution, nor approval thereof.

2.3 GENERAL PRODUCT REQUIREMENTS:

- A. General: Provide products which comply with requirements, and which are undamaged and unused at time of installation, and which are complete with accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for intended use and effect.
- B. Standard Products: Where available, provide standard products of types which have been produced and used previously and successfully on other projects and in similar applications.
- C. Continued Availability: Where additional amounts of a product, by nature of its application, are likely to be needed by Owner at a later date for maintenance and repair or replacement work, provide a standard, domestically produced product which is likely to be available to Owner at such later date.
- D. Nameplates: Except as otherwise indicated for required approval labels, and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on

exposed surfaces of products which will be exposed to view either in occupied spaces or on exterior of the work.

- E. Labels: Locate required labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous.
- F. Equipment Nameplates: Provide permanent nameplate on each item of service-connected or power operated equipment. Indicate manufacturer, product name, model number, serial number, capacity, speed, ratings and similar essential operating data. Locate nameplates on an easily accessed surface which, in occupied spaces, is not conspicuous.

PART 3 - EXECUTION (not applicable)

END OF SECTION

SECTION 01 29 00 - SCHEDULES, REPORTS, PAYMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-I Specification sections, apply to work of this section.

1.2 PROGRESS SCHEDULE:

- A. Bar-Chart Schedule: Not more than 14 days after date established for "Notice to Proceed", submit a bar-chart type progress schedule indicating a time bar for each major category or unit of work to be performed at site, properly sequenced and intermeshed and showing completion of the work sufficiently in advance of date established for "substantial completion of the work".
- B. Distribution: Following initial submittal to and response by Architect, print and distribute progress schedule to Architect, Engineers, Owner, separate contractors (if any), principal subcontractors and suppliers or fabricators, and others with a need-to-know schedule-compliance requirement. Distribute and post subsequent updated issues to same entities, when revisions are made; except delete entities from distribution when they have completed assigned work and are no longer involved in performance of scheduled work.

1.3 SCHEDULE OF VALUES:

- A. General: Prepare schedule of values, as required by General Conditions. Provide breakdown of Contract Sum in sufficient detail to facilitate continued evaluation of payment requests and progress reports. Break down principal subcontract amounts into several line items. Round off to nearest whole dollar, but with total equal to Contract Sum. Submit copy of schedule of values to Architect and Engineers.
- B. Time Coordination: In coordination of initial submittals and other administrative "start up" activities, submit schedule of values to Architect at earliest feasible date, but in no case later than 7 days before initial payment request is to be submitted.
- C. Listing: Arrange schedule with columns to indicate generic name of item, change orders (numbers) which have affected value, dollar value of item, and percentage of Contract Sum (to nearest one-hundredth percent and adjusted to total 100 percent).

1.4 PAYMENT REQUESTS:

- A. General: Except as otherwise indicated, sequence of progress payments is to be regular, and each must be consistent with previous applications and payments. It is recognized that certain applications involve extra requirements, including initial application, application at times of substantial completion, and final payment application.

- B. Application Transmittal: Submit 3 executed copies of each payment application, each copy of which is completed with waivers of lien and similar attachments. Transmit each copy with a transmittal form listing those attachments, and recording appropriate information related to application in a manner acceptable to Architect. Transmit to Architect by means ensuring receipt within 24 hours.
- C. Payment Application Times: The "period" for each progress payment is from the twenty-sixth (26th) of the month to the twenty-fifth (25th). Payment shall be made by the tenth (10th). The terms for payment application times may be changed at the Owner's discretion and agreed upon during the pre-construction meeting.
- D. Payment Application Forms: AIA Document G702 and Continuation Sheets; 1992 form, available from "Publications, a Division of the AIA Service Corporation", 1735 New York Ave. NW., Washington, DC, 20006 (also available at most local AIA chapter offices).
- E. Application Preparation: Except as otherwise indicated, complete every entry provided for on the form, including notarization and execution by authorized persons. Incomplete applications will be returned by Architect without action. Entries must match current data of schedule of values and progress schedule and report. Listing must include amounts of change orders issued prior to last day of the "period of construction" covered by application.
- F. Waivers of Lien: For each payment application, submit waivers of lien to the owner.
- G. Extension of Time: See Supplementary Conditions §8.3 Delays and Extension of Time
- H. Application at Time of Substantial Completion:
  - 1. See Section 01 77 00 - Project Closeout.
- I. Final Payment Application:
  - 1. See Section 0 177 00 - Project Closeout.

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION (not applicable)

END OF SECTION

## SECTION 013300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Submittal schedule requirements.
  - 2. Administrative and procedural requirements for submittals.
- B. Related Requirements: Individual submittal requirements specified for each unit of work are in addition to those identified in this section. Refer to other Division 00 and 01 sections and contract documents for administrative submittal requirements.

#### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

#### 1.4 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

#### 1.5 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
  - 1. Project name.
  - 2. Date.

3. Name of Architect, Contractor, subcontractor, manufacturers & suppliers.
4. Name of firm or entity that prepared submittal.
5. Unique submittal number, including revision identifier.
6. Category and type of submittal, purpose, and description.
7. Specification Section references. Include paragraph number, as appropriate.
8. Drawing number and detail references, as appropriate.
9. Indication of full or partial submittal.
10. Location(s) where product is to be installed, as appropriate.
11. Warranty and guarantee information for each product, material, installation, etc.
12. Other necessary identification.
13. Remarks.
14. Signature of transmitter.

B. Options: Identify options requiring selection by Architect.

C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

D. Paper Submittals:

1. Action Submittals: Submit three copies of each submittal unless otherwise indicated. Architect will retain one copy and return remaining copies.
2. Informational Submittals: Submit two copies of each submittal unless otherwise indicated. Architect will not return copies.
3. Transmittal for Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using AIA Document G810 or equivalent transmittal form.

E. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

## 1.6 SUBMITTAL PROCEDURES

A. Prepare and submit submittals required by individual Specification Section. Types of submittals are indicated in individual Specification Sections. Architect may request additional submittals as needed.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.



- a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
  - 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
- D. Color & Finish Selections: Submittals requiring the Architect to approve finishes, textures, or color selections may be partially approved at the discretion of the Architect. No color selections will be made until all shop drawings, product samples, etc. have been received for all related portions of the work. No extension of the Contract Time will be authorized because of failure to provide color selections enough in advance of the Work to permit processing, including resubmittals.
- E. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  - 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- F. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- G. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## 1.7 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.

- b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams that show factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Architect's digital data drawing files is otherwise permitted.
  1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  2. Paper Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 24 by 36 inches.
  3. BIM Incorporation: Where required, develop and incorporate Shop Drawing files into BIM established for Project.
- C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.
  1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.
  2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
    - a. Project name and submittal number.
    - b. Generic description of Sample.
    - c. Product name and name of manufacturer.
    - d. Sample source.

- e. Number and title of applicable Specification Section.
  - f. Specification paragraph number and generic name of each item.
- 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
- 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.
  - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected. Provide additional sets where required by individual specification section.
- 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
  - a. Number of Samples: Submit two sets of Samples. Architect will retain one Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record Sample.
    - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
    - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- D. Product Schedule: Where required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  - 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
  - 2. Manufacturer and product name, and model number if applicable.
  - 3. Number and name of room or space.
  - 4. Location within room or space.
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of

assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

G. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
2. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
5. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of AWS B2.1/B2.1M on AWS forms. Include names of firms and personnel certified.

H. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - a. Name of evaluation organization.
  - b. Date of evaluation.
  - c. Time period when report is in effect.
  - d. Product and manufacturers' names.

- e. Description of product.
- f. Test procedures and results.
- g. Limitations of use.

#### 1.8 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
  - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.
- C. BIM Incorporation: Where required, incorporate delegated-design drawing and data files into BIM established for Project.
  - 1. Prepare delegated-design drawings in the following format: Same digital data software program, version, and operating system as original Drawings.

#### 1.9 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
  - 1. **Architect will reject submittals received from Contractor that do not have Contractor's review and approval.**

#### 1.10 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal and return indicating via markup the appropriate action as follows;
  - 1. Marked "Approved": Final unrestricted release. Work may proceed, provided it complies with contract documents.

2. Marked “Approved as Noted”: Final but restricted release. Work may proceed, provided it complies with the notations and corrections indicated on submittal and with the contract documents.
  3. Marked “Returned for Resubmittal”: Do not proceed with work. Revise in accordance with notations thereon and resubmit without delay. Do not allow submittals to be used in connection with performance of the work.
  4. Marked “No Action Required”: Other action. Where submittal is returned for other reasons, with Architect explanation included.
- B. Informational Submittals: Architect will review each submittal and will not return it or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Architect will return without review or discard submittals received from sources other than Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

SECTION 01 42 00 - DEFINITIONS AND STANDARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DEFINITIONS:

- A. General Explanation: A substantial amount of specification language constitutes definitions for terms found in other contract documents, including drawings which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon. Certain terms used in the contract documents are defined generally in this article. Definitions and explanations of this section are not necessarily either complete or exclusive, but are general for the work to extent not stated more explicitly in another provision of contract documents.
- B. General Requirements: The provisions or requirements of Division-1 sections. General Requirements apply to entire work of Contract and, where so indicated, to other elements which are included in the project.
- C. Indicated: The term "Indicated" is a cross-reference to graphics, notes or schedules on drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in contract documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used in lieu of "indicated", it is for purpose of helping reader locate cross-reference, and no limitation of location is intended except as specifically noted.
- D. Directed, Requested, Etc.: Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted", and "permitted" mean "directed by Architect/Engineer", "requested by Architect/Engineer", etc. However, no such implied meaning will be interpreted to extend Architect's responsibility into Contractor's area of construction supervision.
- E. Approve: Where used in conjunction with Architect's response to submittals, requests, applications, inquiries, reports and claims by Contractor, the meaning of term "approved" will be held to limitations of Architect's responsibilities and duties as specified in General and Supplementary Conditions. In no case will "approval" by Architect be interpreted as a release of Contractor from responsibilities to fulfill requirements of contract documents.
- F. Project Site: The space available to Contractor for performance of the work, either exclusively or in conjunction with others performing other work as part of the project. The extent of project site is shown on drawings, and may or may not be identical with description of land upon which project is to be built.
- G. Furnish: Except as otherwise defined in greater detail, term "furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

- H. Install: Except as otherwise defined in greater detail, term "install" is used to describe operations at project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing protecting, cleaning and similar operations, as applicable in each instance.
- I. Provide: Except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.
- J. Installer: The entity (person or firm) engaged by Contractor or its subcontractor or subcontractor for performance of a particular unit of work at project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (Installers) be expert in operations they are engaged to perform.
- K. Testing Laboratory: An independent entity engaged to perform specific inspections or tests of the work, either at project site or elsewhere; and to report and (if required) interpret results of those inspections or tests.

### 1.3 SPECIFICATION EXPLANATIONS:

- A. Overlapping and Conflicting Requirements: Where compliance with 2 or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, most stringent requirement (which is generally recognized to be also most costly) is intended and will be enforced, unless specifically detailed language written into contract documents (not by way of reference to an industry standard) clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently-equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to Architect for a decision before proceeding.
- B. Contractor's Options: Except for overlapping or conflicting requirements, where more than one set of requirements are specified for a particular unit of work, option is intended to be Contractor's regardless of whether specifically indicated as such.
- C. Minimum Quality/Quantity: In every instance, quality level or quantity shown or specified is intended as minimum for the work to be performed or provided. Except as otherwise specifically indicated, actual work may either comply exactly with that minimum (within specified tolerances), or may exceed that minimum within reasonable limits. In complying with requirements, indicated numeric values are either minimums or maximums as noted or as appropriate for context of requirements. Refer instances of uncertainty to Architect for decision before proceeding.
- D. Specialists; Assignments: In certain instances, specification text requires (or at least implies) that specific work be assigned to specialists or expert entities, who must be engaged for performance of those units of work. These must be recognized as special requirements over which Contractor has no choice or option. These assignments must not be confused with (and are not intended to interfere with) normal application of regulations, union jurisdictions and similar conventions. One purpose of such assignments is to establish which party or entity involved in a specific unit of work is recognized as "expert" for indicated construction processes or operations. Nevertheless, final responsibility for fulfillment of entire set of requirements remains with Contractor.



- E. Trades: Except as otherwise indicated, the use of titles such as "carpentry" in specification text, implies neither that the work must be performed by an accredited or unionized tradespeople of corresponding generic name (such as "carpenter"), nor that specified requirements apply exclusively to work by tradespeople of that corresponding generic name.
- F. Abbreviations: The language of specifications and other contract documents is of the abbreviated type in certain instances, and implies words and meanings which will be appropriately interpreted. Actual word abbreviations of a self-explanatory nature have been included in texts. Specific abbreviations have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of specification requirements with notations on drawings and in schedules. Trade association names and titles of general standards are frequently abbreviated. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of the contract documents so indicates.

#### 1.4 DRAWING SYMBOLS:

- A. General: Except as otherwise indicated, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., eighth edition.
- B. M/E Drawings: Graphic symbols used on mechanical/electrical drawings are generally aligned with symbols recommended by ASHRAE, supplemented by more specific symbols were appropriate as recommended by other recognized technical associations including ASME, ASPE, IEEE, and similar organizations. Refer instances of uncertainty to Architect/Engineer for clarification before proceeding.

#### 1.5 INDUSTRY STANDARDS:

- A. General Applicability of Standards: Applicable standards of construction industry have same force and effect (and are made a part of contract documents by reference) as if copied directly into contract documents, or as if published copies were bound herewith.
- B. Referenced standards (referenced directly in contract documents or by governing regulations) have precedence over non-referenced standards which are recognized in industry for applicability to work.
- C. Non-referenced standards recognized in the construction industry are hereby defined, except as otherwise limited in contract documents, to have direct applicability to the work,
- D. and will be so enforced for performance of the work.
- E. Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date of contract documents.
- F. Copies of Standards: Provide where needed for proper performance of the work; obtain directly from publication sources.

- G. Abbreviations and Names: Where acronyms or abbreviations are used in specifications or other contract documents, they are defined to mean the industry recognized name of trade association, standards generating organization, governing authority or other entity applicable to context of text provision. Refer to "Encyclopedia of Associations," published by Gale Research Co., available in large libraries.

1.6 GOVERNING REGULATIONS/AUTHORITIES:

- A. General: The procedure followed by Architect has been to contact governing authorities where necessary to obtain information needed for the purpose of preparing contract documents; recognizing that such information may or may not be of significance in relation to Contractor's responsibilities for performing the work. Contact governing authorities directly for necessary information and decision having a bearing on the performance of the work including but not limited to facilities to protect the public during construction.

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION (not applicable)

END OF SECTION

SECTION 01 45 29 - QUALITY CONTROL SERVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS:

- A. General: Required inspection and testing services are intended to assist in the determination of probable compliance of the work with requirements specified or indicated. These required services do not relieve the Contractor of responsibility for compliance with these requirements or for compliance with requirements of the contract documents.
- B. Definitions: The requirements of this section relate primarily to customized fabrication and installation procedures, not to the production of standard products. Quality control services include inspections and tests and related actions including reports, performed by independent agencies and governing authorities, as well as directly by the Contractor. These services do not include Contract enforcement activities performed directly by the Architect.
- C. Specific quality control requirements for individual units of work are specified in the sections of these specifications that specify the individual element of the work. These requirements, including inspections and tests, cover both production of standard products, and fabrication of customized work. These requirements also cover quality control of the installation procedures.
- D. Inspections, tests and related actions specified in this section and elsewhere in the contract documents are not intended to limit the Contractor's own quality control procedures which facilitate overall compliance with requirements of the contract documents.
- E. Requirements for the Contractor to provide quality control services as required by the Architect, the Owner, governing authorities or other authorized entities are not limited by the provisions of this section.

1.3 RESPONSIBILITIES:

- A. Contractor Responsibilities: Except where they are specifically indicated as being the Owner's responsibility, or where they are to be provided by another identified entity, inspections, tests and similar quality control services are the Contractor's responsibility these services also include those specified to be performed by an independent agency and not directly by the Contractor. Costs for these services shall be included in the Contract Sum. The Contractor shall employ and pay an independent agency, testing laboratory or other qualified firm to perform quality control services specified.
- B. The Owner will engage and pay for the services of an independent agency to perform inspections and tests that are specified as the Owner's responsibility.

- C. Retest Responsibility: Where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance of related work with the requirements of the contract documents, then retests are the responsibility of the Contractor regardless of whether the original test was the Contractor's responsibility. Retesting of work revise or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original work.
- D. Responsibility for Associated Services: The Contractor is required to cooperate with the independent agencies performing required inspections, tests and similar services. Provide such auxiliary services as are reasonably requested. Notify the testing agency sufficiently in advance of operations to permit assignment of personnel. These auxiliary services include but are not necessarily limited to the following:
  - 1. Providing access to the work.
  - 2. Taking samples or assistance with taking samples.
  - 3. Delivery of samples to test laboratories.
  - 4. Security and protection of samples and test equipment at the project site.
- E. Coordination: The Contractor and each independent agency engaged to perform inspections, tests and similar services for the project shall coordinate the sequence of their activities so as to accommodate required services with a minimum of delay in the progress of the work. In addition the Contractor and each independent testing agency shall coordinate their work so as to avoid the necessity of removing and replacing work to accommodate inspections and tests. The Contractor is responsible for scheduling times for inspections, tests, taking of samples and similar activities. Qualification for Service Agencies: Except as otherwise indicate, engage inspection and test service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which are recognized in the industry as specialized in the types of inspections and tests to be performed.

#### 1.4 SUBMITTALS:

- A. General: Refer to Division-1 section on "Submittals" for general requirements. Submit a certified written report of each inspection, test or similar service, directly to the Architect/Engineer, in duplicate, unless the Contractor is responsible for the service. If the Contractor is responsible for the service, submit a certified written report of each inspection, test or similar service through the Contractor, in duplicate. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
- B. Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to the following:
  - 1. Name of testing agency or test laboratory.
  - 2. Dates and locations of samples and tests or inspections.
  - 3. Names of individuals making the inspection or test.
  - 4. Designation of the work and test method.
  - 5. Complete inspection or test data.
  - 6. Test results.
  - 7. Interpretations of test results.
  - 8. Notation of significant ambient conditions at the time of sample-taking and testing.

9. Comments or professional opinion as to whether inspected or tested work complies with requirements of the contract documents.
10. Recommendations on retesting, if applicable.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION:

- A. General: Upon completion of inspection, testing, sample-taking and similar services performed on the work, repair damaged work and restore substrates and finishes to eliminate deficiencies, including deficiencies in the visual qualities of exposed finishes. Protect work exposed by or for quality control service activities, and protect repaired work. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS:

- A. Definitions: Specific administrative and procedural minimum actions are specified in this section, as extensions of provisions in General Conditions and other contract documents. These requirements have been included for special purposes as indicated. Nothing in this section is intended to limit types and amounts of temporary work required, and no omission from this section will be recognized as an indication by Architect that such temporary activity is not required for successful completion of the work and compliance with requirements of contract documents. Provisions of this section are applicable to, but not by way of limitation, utility services, construction facilities, security/protection provisions, and support facilities.

1.3 QUALITY ASSURANCE:

- A. General: In addition to compliance with governing regulations and rules/recommendations of franchised utility companies, comply with specific requirements indicated and with applicable local industry standards for construction work (published recommendations by local consensus "building councils").
- B. ANSI Standards: Comply with applicable provisions of ANSI A10- Series standards on construction safety, including A10.3, A10.4, A10.5, A10.6, A10.7, A10.8, A10.9, A10.10, A10.11, A10.12, A10.13, A10.14, A10.15, A10.17, A10.18, A10.20, and A10.22. NFPA Code: Comply with NFPA Code 241 "Building Construction and Demolition Operations."

1.4 JOB CONDITIONS:

- A. General: Establish and initiate use of each temporary facility at time first reasonably required for proper performance of the work. Terminate use and remove facilities at earliest reasonable time, when no longer needed or when permanent facilities have, with authorized use, replaced the need.
- B. Conditions of Use: Install, operate, maintain and protect temporary facilities in a manner and at locations which will be safe, non-hazardous, sanitary and protective of persons and property, and free of deleterious effects.

PART 2 - PRODUCTS AND EXECUTION

2.1 TEMPORARY UTILITY SERVICES:

- A. The types of services required include, but not by way of limitation, water, sewerage, surface drainage, electrical power and telephones. Where possible and reasonable, connect to existing franchised utilities for required services; and comply with service companies' recommendations on materials and methods, or engage service companies to install services. Locate and relocate services (as necessary) to minimize interference with construction operations.
1. Electrical Power: Tie into existing building system if possible.
    - a. Utility cost shall be paid by owner.
  2. Potable Water: Tie into existing buildings system if possible.
    - a. Utility cost shall be paid by owner.
  3. Gas and other utilities: Tie into utilities as indicated on the plans for permanent connections.
    - a. Utility cost shall be paid by the owner.

2.2 TEMPORARY CONSTRUCTION FACILITIES:

A. GENERAL

1. The types of temporary construction facilities required include, but not by way of limitation, water distribution, drainage, dewatering equipment, enclosure of work, heat, ventilation, electrical power distribution, lighting, hoisting facilities, stairs, ladders, and roads. Provide facilities reasonably required to perform construction operations properly and adequately.

B. PROTECTION OF EXISTING WORK

1. Where work is conducted above, or adjacent to, roofs, protect the roof with a minimum of 3/4" plywood. Storage of materials will not be permitted on any roof.

C. CONSTRUCTION AIDS

1. Scaffolding and staging shall be provided by contractor for both interior and exterior work as required. Furnish, install and maintain scaffolding in accordance with requirements of all laws and regulations in effect.

D. LIFTING DEVICES AND HOISTING FACILITIES

1. Contractor shall provide lifting devices necessary for the proper and efficient movement of materials; provide operating personnel for equipment as required. Equipment shall be provided with safety devices as required by local and state codes.

E. ACCESS PROVISIONS

1. Provide ramps, stairs, ladders and similar temporary access elements as reasonably required to perform the work and facilitate its inspection during installation. Comply with reasonable requests of governing authorities performing inspections.

2.3 SECURITY/PROTECTION PROVISIONS:

- A. The types of temporary security and protection provisions required include, but not by way of limitation, fire protection, barricades, warning signs/lights, site enclosure fence, building enclosure/lockup, personnel security, theft prevention program and similar provisions intended to minimize property losses, personal injuries and claims for damages at project site. Provide security/protection services and systems in coordination with activities and in a manner to achieve 24-hour, 7-day-per-week effectiveness.
- B. SECURITY
  - 1. The Owner will not be responsible for the safety of contractor's work, material and/or equipment.
- C. FIRE EXTINGUISHERS
  - 1. Provide types, sizes, numbers and locations as would be reasonably effective in extinguishing fires during early stages, by personnel at project site. Provide Type A extinguishers at locations of low-potential for either electrical or grease-oil-flammable liquids fires; provide Type ABC dry chemical extinguishers at other locations; comply with recommendations of NFPA No. 10. Post warning and quick-instructions at each extinguisher location, and instruct all personnel at project site, at time of their first arrival, on proper use of extinguishers and other available facilities at project site. Post local fire department call number on each telephone instrument at project site.
- D. SITE ENCLOSURE FENCE
  - 1. At earliest reasonable date enclose project site, or portion thereof determined by Contractor to be sufficient to contain entire construction activity.
  - 2. At minimum, the Contractor shall provide the following site enclosure:
    - a. A barrier of 4' high orange poly-mesh with posts & tension wires as required to maintain the 4' barrier height. Contractor shall take additional precautions as required to secure materials, equipment, etc.
    - b. Alternatively, the Contractor shall provide temporary facilities (job trailer, storage pod, connex, etc.) to house materials and equipment on the project site at a location acceptable to the Owner. The Contractor shall be solely responsible for maintaining the security and safety of all on site facilities. At the close of each workday, the Contractor shall remove from the site all materials and equipment which cannot be stored and secured in the Contractors facilities.
    - c. The Contractor assumes all liability for containment of construction activities, materials, equipment, and appurtenances to the performance of the work.
  - 3. Where site enclosure fencing is installed in existing concrete or asphalt paving the Contractor shall patch/repair as required upon removal and prior to final application for payment.

2.4 BUILDING ENCLOSURE

- A. The general contractor shall be responsible for the complete water tightness of the building and maintaining the building in a dry condition until acceptance. The general contractor shall be



responsible for any damage from water, as well as for damage, collapse or failure of any part of the building caused by excess water undermining or creating pressures on the structure. Each contractor shall be responsible for damages caused by their subcontractors.

2.5 TEMPORARY SUPPORT FACILITIES:

- A. The types of temporary support facilities required include, but not by way of limitation, field offices, storage sheds, fabrication sheds, sanitary facilities, drinking water, first aid facilities, telephones, thermometer, project identification signs, clean-up facilities, waste disposal service, rodent/pest control and similar miscellaneous general services, all as may be reasonably required for proficient performance of the work and accommodation of personnel at the site including Owner's and Architect's personnel. Discontinue and remove temporary support facilities, and make incidental similar use of permanent work of the project, only when and in manner authorized by Architect; and, if not otherwise indicated, immediately before time of substantial completion. Locate temporary support facilities for convenience of users, and for minimum interference with construction activities.
- B. Material Storage: The contractor and each subcontractor shall make suitable provisions for his own office and for the storage of his materials and provide such temporary weatherproof sheds as may be necessary for the protection of his materials. The foregoing structures and equipment shall remain the property of such contractor and upon completion of the work the structures shall be removed from the site.
- C. Sanitary Facilities: At general contractor's option, provide either piped (wet) toilet facilities or self-contained toilet units of type acceptable to governing authorities, adequate (at all stages of construction) for use of personnel at project site. Provide separate facilities for male and female personnel when both sexes are working (in any capacity) at project site.
  - 1. Use of owners' facilities are allowed
- D. Drinking Water: General contractor shall provide dispenser-type, cold drinking water units; adequate in number and locations for personnel at project site. Furnish paper cups and waste receptacles.
- E. Repair of Damaged Items: The contractor who installed the temporary facilities is responsible for maintaining said facilities; however, misuse, damage or destruction of another contractor's or subcontractor's facilities shall be paid for by the contractor whose employees were responsible for said loss or damage. If responsible party is unknown, the cost to correct or replace shall be prorated to all contractors and subcontractors on the job at the time of such damage.

END OF SECTION

## SECTION 01 77 00 - PROJECT CLOSEOUT

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification sections, apply to work of this section.

## 1.2 DESCRIPTION OF REQUIREMENTS:

- A. Definitions: Closeout is hereby defined to include general requirements near end of Contract Time in preparation for final acceptance, final payment, normal termination of contract, occupancy by Owner and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Divisions 2 through 16. Time of closeout is directly related to "Substantial Completion"; and therefore, may be either a single time period for entire work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.
- B. Final payment will not be approved until all close-out documentation have been received.

## 1.3 SUBSTANTIAL COMPLETION:

- A. The contractor shall have completed the following:
  - 1. Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner.
  - 2. Make final change-over of locks and transmit keys to Owner and advise Owner's personnel of change-over in security provisions.
  - 3. Complete start-up testing of systems, and instructions of Owner's operating/maintenance personnel. Discontinue (or change over) and remove from project site temporary facilities and services along with construction tools and facilities, mock-ups, and similar elements.
- B. Inspection Procedures: Upon receipt of contractor's request, Architect will either proceed with inspection or advise contractor of prerequisites not fulfilled. Following initial inspection, Architect will either prepare certificate of substantial completion, or advise contractor of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed. Results of completed inspection will form initial "punch-list" for final acceptance.

## 1.4 FINAL ACCEPTANCE:

- A. General: Prior to requesting Architect's final inspection for certification of final acceptance and final payment as required by General Conditions, complete the following and list known exceptions (if any) in request:

- B. Submit final payment request with final releases and supporting documentation not previously submitted and accepted, include certificates of insurance for products and completed operations where required.

#### 1.5 FORM OF CLOSE-OUT DOCUMENTS:

- A. Contractor shall submit all required documents in one complete package. Partial submittals will be returned to the Contractor.
- B. Prior to Final Payment the Contractor shall provide the closeout documents in the following format: (Unless otherwise noted)
  - 1. Hard Copies in 3-ring binder. Duplicate required under separate binding (provide two).
    - a. Each item shall be tabbed.
    - b. Each item shall be numbered with the item number listed below.
    - c. Package shall include all as-built drawings and specifications, operation manuals, maintenance manuals and all items listed below.
    - d. As-built drawings and specifications, Operation and Maintenance Manuals may be in a separate binder if necessary.
  - 2. Adobe PDF format: Provided via thumb drive or via email to the project architect.
    - a. Each item shall be bookmarked separately.
    - b. Each item shall be numbered with the item number listed below.
    - c. Package shall include all as-built drawings and specifications, operation manuals, maintenance manuals and all items listed below.
    - d. As-built drawings and specifications, operation manuals, maintenance manuals etc. may be included as a separate file and named and numbered as listed below, if necessary.

#### 1.6 REQUIRED CLOSE-OUT DOCUMENTS:

- A. Submit copies of original Contract, Bonds, Certificate of Insurance and all Change Orders. (Two required - photocopies acceptable)
- B. AIA Document G702 Application and Certificate for Payment, for the final request for payment, (Three notarized originals required)
- C. AIA Document G707 Consent of Surety to Final Payment, completed in full by bonding company with Power of Attorney. (Two notarized originals required)
- D. AIA Document G706 Contractor's Affidavit of Payment of Debts and Claims. (Two notarized originals required)
- E. AIA Document G706A Contractor's Affidavit of Release of Liens. (Two notarized originals required)
- F. Notarized Letter with the following Statements: (Two notarized originals required)

1. "We hereby certify that all bills for labor and materials incorporated into the above captioned project under our contract, have been paid and that the Owner is released from any and all claims and/or damages under this contract."
2. "This Project has been constructed in accordance with contract documents."
3. "We hereby certify that all material incorporated in this project are non-asbestos containing materials."

G. Guarantee of Work: (Two notarized originals required)

1. Sworn statement that all work is guaranteed against defects in materials and workmanship for one year from date of owner's acceptance, except where specified for longer periods. (Two originals required - notarized)
2. All guarantees and warranties shall be obtained in the Owner's name.
3. Word the Guarantee as follows: (All four paragraphs)

"We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one year or such longer period of time as may be called for in the contract documents for such portions of the work.

Within the guaranty period, if repairs or changes are requested in connection with guaranteed work which, in the opinion of the Owner, are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract, the Contractor shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition in every particular, all such guaranteed work, correct all defects therein and make good all damages to the building, site, equipment or contents thereof which, in the opinion of the Owner, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract; and make good any work or materials or the equipment and contents of said buildings or site disturbed in fulfilling any such guaranty.

If after notice, the Contractor fails to proceed promptly to comply with the terms of the guaranty, the Owner may have the defects corrected and the Contractor and his Sureties shall be liable for all expense incurred.

All special guarantees applicable to definite parts of the work stipulated in the project manual or other papers forming part of the contract shall be subject to the terms of this paragraph during the first year of the life of such special guaranty."

H. Roofing Guarantees **Manufacturer's** guarantees. (Two originals required)

I. Roofing Guarantee **Service:**

1. Service Guarantee, copies at end of Section. (Two originals required)

J. Permits, Licenses and Certificates

## K. As Built Record Drawings:

1. Maintain one complete set of contract document drawings for recording substantial deviations from the work originally shown. The mechanical and electrical contractors shall maintain a separate set of documents at all times, throughout the project. If items are discovered which are uncharted or unknown, record such item and location for future referenced by the owner. Locate deviation by dimension and or scale for site and building work from known, visible and obvious point of reference. Note all items changed by addendum and change orders.
2. The Contractor shall keep in reserve one complete set of plans for use as the "As Built Drawings". All deviations from the original plans, shall be flagged with a "cloud" and noted and dimensioned if necessary. Each drawing shall be noted as "As Built Drawing"
3. In addition, the Contractor shall scan the "As Built Drawings" to disc in PDF format and provide one disc to the Architect for transmittal to the owner.

## L. As Built Record Specifications

1. Maintain one copy of specifications, including addenda, change orders and similar modifications issued in printed form during construction, and mark-up variations (of substance) in actual work in comparison with text of specifications and modification as issued. Give particular attention to substitutions, selection of options, and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation. Note related record drawing information and product data, where applicable. Upon completion of mark-up, submit to Architect for Owner's records.

## M. Record Product Data (Shop Drawings, Brochures, Submittals, etc.):

1. Maintain two copies of each product data submittal, and mark-up significant variations in actual work in comparison with submitted information, include both variations in product as delivered to site, and variations from manufacturer's instructions and recommendations for installation. Give particular attention to concealed products and portions of the work which cannot otherwise be readily discerned at a later date by direct observation. Note related change orders and mark-up of record drawings and specifications. Upon completion of mark-up, submit complete set to Architect for Owner's records.

## N. Maintenance Manuals:

1. Organize maintenance-and-operating manual information into suitable sets of manageable size, and bind into individual binders properly identified and indexed (thumb-tabbed), include emergency instructions, spare parts listing, copies of warranties, wiring diagrams, recommended "turn-around" cycles, inspection procedures, shop drawings, product data, and similar applicable information. Bind each manual of each set in a heavy-duty 2", three-ring vinyl-covered binder, and include pocket folders for folded sheet information. Mark identification on both front and spine of each binder.
2. For the Owner's records, submit copies of building and other permits, licenses, certifications, city/county inspection reports, releases, jurisdictional settlements, notices,

receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work. (Two required - photocopies acceptable)

## PART 2 - PRODUCTS (not applicable)

## PART 3 - EXECUTION

### 3.1 CLOSEOUT PROCEDURES:

- A. General Operating/Maintenance Instructions: Arrange for each installer of work requiring continuing maintenance or operation to meet with Owner's personnel at project site to provide basic instruction needed for proper operation and maintenance of entire work, include instructions by manufacturer's representatives where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and similar procedures and facilities. For operational equipment, demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, energy effectiveness, and similar operations. Review maintenance and operations in relation with applicable warranties, guarantee from manufacturers and serviced guarantee, agreements to maintain, bonds, and similar continuing commitments.

### 3.2 FINAL CLEANING:

- A. General: Special cleaning for specific units of work is specified in sections of Divisions 2 through 16. General cleaning during progress of work is specified in General Conditions and as temporary services in "Temporary Facilities" section of this Division. Provide final cleaning of the work at time indicated consisting of cleaning each surface or unit of work to normal "clean" condition expected for a first-class building cleaning and maintenance program. Comply with manufacturer's instructions for cleaning operations. The following are examples, but not by way of limitation, of cleaning levels required:
  - 1. Remove labels which are not required as permanent labels.
  - 2. Remove debris and surface dust from limited-access spaces including roofs, plenums, shafts, trenches, manholes, attics and similar spaces.
  - 3. Clean project site (yard and grounds), including landscape development areas of litter and foreign substances. Sweep paved areas to a broom-clean condition; remove stains, petro-chemical spills and other foreign deposits. Rake ground which are neither planted nor paved to a smooth, even-textured surface.
  - 4. Removal of Protection: Except as otherwise indicated or requested by Architect, remove temporary protection devices and facilities which were installed during course of the work to protect previously completed work during remainder of construction period.

5.   Compliances: Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at site, or bury debris or excess materials on Owner's property, or discharge volatile or other harmful or dangerous materials into drainage systems; remove waste materials from site and dispose of in a lawful manner.

END OF SECTION

SECTION 06 10 00 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK:

- A. Definition: Rough carpentry includes carpentry work not specified as part of other sections and which is generally not exposed, except as otherwise indicated. Types of work in this section include rough carpentry for:
  - 1. Wood grounds, nailers, blocking, curbs, cants, sleepers etc.
  - 2. Sheathing.
- B. Finish carpentry is specified in another section within Division 6.

1.3 REFERENCES:

- A. Lumber Standards: Comply with PS 20 and with applicable rules of the respective grading and inspecting agencies for species and products indicated.
- B. Plywood Product Standards: Comply with PS 1 (ANSI A 199.1) or, for products not manufactured under PS 1 provisions, with applicable APA Performance Standard for type of panel indicated.

1.4 SUBMITTALS:

- A. Wood Treatment Data: Submit treatment manufacturer's instructions for proper use of each type of treated material.
- B. Pressure Treatment: For each type specified, include certification by treating plant stating chemicals and process used, net amount of preservative retained and conformance with applicable standards.

1.5 PRODUCT HANDLING:

- A. Delivery and Storage: Keep materials dry at all times. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber and plywood, and provide air circulation within stacks.



1.6 JOB CONDITIONS:

- A. Coordination: Fit carpentry work to other work; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds and similar supports to allow proper attachment of other work.

PART 2 - PRODUCTS

2.1 MATERIALS:

A. Lumber, General:

1. Factory-mark each piece of lumber with type, grade, mill and grading agency, except omit marking from surfaces to be exposed with transparent finish or without finish.
2. Nominal sizes are indicated, except as shown by detail dimensions. Provide actual sizes as required by PS 20, for moisture content specified for each use.
3. Provide dressed lumber, S4S, unless otherwise indicated.
4. Provide seasoned lumber with 19% maximum moisture content at time of dressing.

B. Miscellaneous Lumber:

1. Provide wood for support or attachment of other work including cant strips, bucks, nails, blocking, furring, grounds, stripping and similar members. Provide lumber of sizes indicated, worked into shapes shown, and as follows:
  - a. Moisture content: 19% maximum for lumber items not specified to receive wood
  - b. preservative treatment.

C. Grade: Construction Grade light framing size lumber of any species or board size lumber as required. Provide construction grade boards (RIS or WCLB) or No. 2 boards (SPIB or WWPA).

D. Dimension Lumber:

1. Southern Pine No. 2 Grade

2.2 PLYWOOD PANELS:

- A. Construction Panel Standards: Comply with PS 1 "U.S. Product Standard for Construction and Industrial Plywood" for plywood panels and, for products not manufactured under PS 1 provisions, with American Plywood Association (APA) "Performance Standard and Policies for Structural-Use Panels", Form No. E445.
- B. Trademark: Factory-mark each construction panel with APA trademark evidencing compliance with grade requirements.

- C. Concealed APA Performance-Rated Panels: Where construction panels will be used for the following concealed types of applications, provide APA Performance-Rated Panels complying with requirements indicated for grade designation, span rating, exposure durability classification, edge detail (where applicable) and thickness.
- D. Roof Sheathing: APA RATED SHEATHING.
  - 1. Exposure Durability
  - 2. Classification: EXPOSURE 1.
  - 3. Span Rating: 24/16.
- E. Miscellaneous Materials:
  - 1. Fasteners and Anchorages: Provide size, type, material and finish as indicated and as recommended by applicable standards, complying with applicable Federal Specifications for nails, staples, screws, bolts, nuts, washers and anchoring devices. Provide metal hangers and framing anchors of the size and type recommended by the manufacturer for each use including recommending nails.
  - 2. Sleeper Anchors: Provide 16 ga. galvanized mud anchors designed to set in wet concrete.

## 2.3 WOOD TREATMENT:

### A. WOOD-PRESERVATIVE-TREATED LUMBER

- 1. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2
  - a. Interior construction (Dry Locations) not in contact with the ground use Category UC1
  - b. Interior construction (Damp Locations) not in contact with the ground use Category UC2
  - c. Exterior construction not in contact with ground use Category UC3B.
  - d. Exterior construction in contact with ground use Category UC4A.
- 2. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- 3. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.
- 4. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- 5. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

6. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each.
7. Application: Treat items indicated on Drawings, and the following:
  - a. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
  - b. Wood sills, sleepers, blocking and similar concealed members in contact with masonry or concrete.

**B. FIRE-RETARDANT-TREATED MATERIALS**

1. General: Where fire-retardant-treated materials are indicated or specified herein, use materials complying with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.
2. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.
3. Use treatment that does not promote corrosion of metal fasteners.
4. Exterior Type: Treated materials shall comply with requirements specified above for fire-retardant-treated lumber and plywood by pressure process after being subjected to accelerated weathering according to ASTM D 2898. Use for exterior locations and where indicated.
5. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3201 at 92 percent relative humidity. Use where exterior type is not required.
6. Design Value Adjustment Factors: Treated lumber shall be tested according to ASTM D 5664 and design value adjustment factors shall be calculated according to ASTM D 6841. For enclosed roof framing, framing in attic spaces, and where high temperature fire-retardant treatment is indicated, provide material with adjustment factors of not less than 0.85 modulus of elasticity and 0.75 for extreme fiber in bending for Project's climatological zone.
7. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Kiln-dry plywood after treatment to a maximum moisture content of 15 percent.
8. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.
9. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece.

10. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not bleed through, contain colorants, or otherwise adversely affect finishes.
11. Application: Treat items indicated on Drawings, and the following:
  - a. Plywood roof sheathing
  - b. Concealed blocking.
  - c. Roof construction.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION:

##### A. General:

1. Discard units of material with defects which might impair quality of work, and units which are too small to use in fabricating work with minimum joints or optimum joint arrangements.
2. Set carpentry work accurately to required levels and lines, with members plumb and true and accurately cut and fitted.
3. Securely attach carpentry work to substrate by anchoring and fastening as shown and as required by recognized standards. Countersink nail heads on exposed carpentry work and fill holes.
4. Use common wire nails, except as otherwise indicated. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood; pre-drill as required.

##### B. Wood Grounds, Nailers, and Blocking:

1. Provide whenever shown and where required for proper support of all items which will be attached to gypsum board. Form to shapes as shown and cut as required for true line and level of work to be attached. Coordinate location with other work involved.
2. Attach to substrates as required to support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise show. Build into masonry during installation of masonry work. Where possible, anchor to formwork before concrete placement.
3. Provide permanent grounds of dressed, preservative treated, key-beveled lumber not less than 1-1/2" wide and of thickness required to bring face of ground to exact thickness of finish material involved. Remove temporary grounds when no longer required.

##### C. Sheathing:

1. Install sheathing with end joints over supports, and with each piece extending over at least two spaces between supports. Screw to supports at 16" o.c. E.W.

END OF SECTION

SECTION 07 54 23 TPO ROOFING SYSTEM

PART 1 GENERAL

1.01 SUMMARY

- A. Furnish and install elastomeric sheet roofing system, including:
  - 1. Roofing manufacturer's requirements for the specified warranty.
  - 2. Complete tear off of existing roofing system down to the steel deck.
  - 3. Preparation of roofing substrates.
  - 4. Wood nailers for roofing attachment.
  - 5. Insulation.
  - 6. TPO membrane roofing.
  - 7. Metal roof edging and copings.
  - 8. Flashings.
  - 9. Walkway pads.
  - 10. Other roofing-related items specified or indicated on the drawings or otherwise necessary to provide a complete weatherproof roofing system.
- B. Disposal of demolition debris and construction waste is the responsibility of Contractor. Perform disposal in manner complying with all applicable federal, state, and local regulations.
- C. Comply with the published recommendations and instructions of the roofing membrane manufacturer, at <http://manual.fsbp.com>.
- D. Commencement of work by the Contractor shall constitute acknowledgement by the Contractor that this specification can be satisfactorily executed, under the project conditions and with all necessary prerequisites for warranty acceptance by roofing membrane manufacturer. No modification of the Contract Sum will be made for failure to adequately examine the Contract Documents or the project conditions.

1.02 RELATED SECTIONS

- A. Section 06 10 00 - Rough Carpentry: Wood nailers associated with roofing and roof insulation.
- B. Section 07 62 00 - Sheet Metal Flashing and Trim: Formed metal flashing and trim items associated with roofing.
- C. Section 07 72 00 - Roof Accessories: Roof hatches, vents, and manufactured curbs.

1.03 REFERENCES

- A. Referenced Standards: These standards form part of this specification only to the extent they are referenced as specification requirements.
  - 1. ASTM C 1177/C 1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing; 2004.
  - 2. ASTM C 1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2013.
  - 3. ASTM C 1549 - Standard Test Method for Determination of Solar Reflectance Near Ambient Temperature Using a Portable Solar Reflectometer; 2009.
  - 4. ASTM D 638 - Standard Test Method for Tensile Properties of Plastics; 2010.
  - 5. ASTM D 1004 - Standard Test Method for Initial Tear Resistance of Plastic Film and Sheeting; 2009.

6. ASTM D 3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber; 2000.
7. ASTM D6878/D6878M - Standard Specification for Thermoplastic Polyolefin Based Sheet Roofing; 2011a.
8. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2013a.
9. ASTM E 136 - Standard Test Method for Behavior of Materials in a Vertical Tube Furnace At 750 Degrees C; 2012.
10. FM 1-28 - Design Wind Loads; Factory Mutual System; 2007.
11. FM 1-29 - Roof Deck Securement and Above Deck Roof Components; Factory Mutual System; 2006.
12. PS 1 - Construction and Industrial Plywood; 2009.
13. PS 20 - American Softwood Lumber Standard; 2010.
14. SPRI ES-1 - Wind Design Standard for Edge Systems Used with Low Slope Roofing Systems; 2007. (ANSI/SPRI ES-1).

#### 1.04 SUBMITTALS

A. Product Data:

1. Provide membrane manufacturer's printed data sufficient to show that all components of roofing system, including insulation and fasteners, comply with the specified requirements and with the membrane manufacturer's requirements and recommendations for the system type specified; include data for each product used in conjunction with roofing membrane.
2. Where UL or FM requirements are specified, provide documentation that shows that the roofing system to be installed is UL-Classified or FM-approved, as applicable; include data itemizing the components of the classified or approved system.
3. Installation Instructions: Provide manufacturer's instructions to installer, marked up to show exactly how all components will be installed; where instructions allow installation options, clearly indicate which option will be used.

B. Shop Drawings: Provide:

1. The roof membrane manufacturer's standard details customized for this project for all relevant conditions, including flashings, base tie-ins, roof edges, terminations, expansion joints, penetrations, and drains.

C. Pre-Installation Notice: Copy to show that manufacturer's required Pre Installation Notice (PIN) has been accepted and approved by the manufacturer.

D. Executed Warranty.

E. Specimen Warranty: Submit prior to starting work.

F. Samples: Submit samples of each product to be used.

#### 1.05 QUALITY ASSURANCE

A. Applicator Qualifications: Roofing installer shall have the following:

1. Current Firestone Contractor status.
2. At least five years experience in installing specified system.
3. Capability to provide payment and performance bond to building owner.

- B. Pre-Installation Conference: Before start of roofing work, Contractor shall hold a meeting to discuss the proper installation of materials and requirements to achieve the warranty.
  - 1. Require attendance with all parties directly influencing the quality of roofing work or affected by the performance of roofing work.
  - 2. Notify Architect well in advance of meeting.

#### 1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver products in manufacturer's original containers, dry and undamaged, with seals and labels intact and legible.
- B. Store materials clear of ground and moisture with weather protective covering.
- C. Keep combustible materials away from ignition sources.

#### 1.07 WARRANTY

- A. Comply with all warranty procedures required by manufacturer, including notifications, scheduling, and inspections.
- B. Warranty: Firestone 20 year Red Shield Limited Warranty covering membrane, roof insulation, and membrane accessories.

Limit of Liability: No dollar limitation.

- 1. Scope of Coverage: Repair leaks in the roofing system caused by:
  - a. Ordinary wear and tear of the elements.
  - b. Manufacturing defect in Firestone brand materials.
  - c. Defective workmanship used to install these materials.
  - d. Damage due to winds up to 55 mph.
- 2. Not Covered:
  - a. Materials made entities other than Firestone Building Products
  - b. Damage due to winds in excess of 55 mph.
  - c. Damage due to hurricanes or tornadoes.
  - d. Hail.
  - e. Intentional damage.
  - f. Unintentional damage due to normal rooftop inspections, maintenance, or service.

### PART 2 PRODUCTS

#### 2.01 MANUFACTURERS

- A. Acceptable Manufacturer - Roofing System: Firestone Building Products Co., Nashville, TN.  
[www.firestonebpco.com](http://www.firestonebpco.com).
- B. Roofing systems manufactured by others may be acceptable provided the roofing system is completely equivalent in materials and warranty conditions and the manufacturer meets the following qualifications:
  - 1. Specializing in manufacturing the roofing system to be provided.
  - 2. Minimum ten years of experience manufacturing the roofing system to be provided.
  - 3. Able to provide a no dollar limit, single source roof system warranty that is backed by corporate assets in excess of one billion dollars.
  - 4. ISO 9002 certified.



- C. Manufacturer of Insulation and Cover Board: Same manufacturer as roof membrane.
- D. Manufacturer of Metal Roof Edging: Same manufacturer as roof membrane.
  - 1. Metal roof edging products by other manufacturers are not acceptable.
  - 2. Field- or shop-fabricated metal roof edgings are acceptable when the metal being used is the same produced by the same manufacturer as the roofing membrane.

## 2.02 ROOFING SYSTEM DESCRIPTION

- A. Roofing System:
  - 1. Membrane: Thermoplastic Polyolefin (TPO).
  - 2. Thickness: As specified elsewhere.
  - 3. Membrane Attachment: Adhered.
  - 4. Slope: Positive drainage required.
  - 5. Comply with applicable local building code requirements.
  - 6. Provide assembly having Underwriters Laboratories, Inc. (UL) Class A Fire Hazard Classification.
  - 7. Provide assembly complying with Factory Mutual Corporation (FM) Roof Assembly Classification, FM DS 1-28 and 1-29
- B. Insulation: Existing insulation and roof membrane to remain. Where patching or repair/replacement of existing insulation is required Contractor shall provide the following or match existing:
  - 1. Total System R Value: 25, minimum.
  - 2. Total Board Thickness: Min. 4.4 inches; stagger joints in adjacent layers.
  - 3. Base Layer: Polyisocyanurate foam board, non-composite.
    - a. Attachment: Mechanical fastening
  - 4. Top Layer: Polyisocyanurate foam board, non-composite.
    - a. Attachment: Mechanical fastening

## 2.03 TPO MEMBRANE MATERIALS

- A. Membrane: Flexible, heat weldable sheet composed of thermoplastic polyolefin polymer and ethylene propylene rubber; complying with ASTM D 6878, with polyester weft inserted reinforcement and the following additional characteristics:
  - 1. Thickness: 0.060 inch (1.52 mm) plus/minus 10 percent, with coating thickness over reinforcement of 0.021 inch (0.54 mm) plus/minus 10 percent.
  - 2. Puncture Resistance: 300 lbf (1,334 N), minimum, when tested in accordance FTM 101C Method 2031.
  - 3. Solar Reflectance: 0.74, minimum, when tested in accordance with ASTM C 1549.
  - 4. Color: White
  - 5. Acceptable Product: UltraPly TPO
- B. Membrane Adhesive: Firestone UltraPly TPO Bonding Adhesive
- C. Membrane Fasteners: Type and size as required by roof membrane manufacturer for roofing system and warranty to be provided; use only fasteners furnished by roof membrane manufacturer.
- D. Curb and Parapet Flashing: Same material as membrane, with encapsulated edge which eliminates need for seam sealing the flashing-to-roof splice; precut to 18 inches (457 mm) wide.
- E. Formable Flashing: Non-reinforced, flexible, heat weldable sheet, composed of thermoplastic polyolefin polymer and ethylene propylene rubber.
  - 1. Thickness: 0.060 inch (1.52 mm) plus/minus 10 percent.

2. Tensile Strength: 1550 psi (10.7 MPa), minimum, when tested in accordance with ASTM D 638 after heat aging.
3. Elongation at Break: 650 percent, minimum, when tested in accordance with ASTM D 638 after heat aging.
4. Tearing Strength: 12 lbf (53 N), minimum, when tested in accordance with ASTM D 1004 after heat aging.
5. Color: Same as field membrane.
6. Acceptable Product: UltraPly TPO Flashing by Firestone.
- F. Tape Flashing: 5-1/2 inch (140 mm) nominal wide TPO membrane laminated to cured rubber polymer seaming tape, overall thickness 0.065 inch (1.6 mm) nominal; TPO QuickSeam Flashing by Firestone.
- G. Pourable Sealer: Two-part polyurethane, two-color for reliable mixing; Pourable Sealer by Firestone.
- H. Seam Plates: Steel with barbs and Galvalume coating; corrosion-resistance complying with FM 4470.
- I. Termination Bars: Aluminum bars with integral caulk ledge; 1.3 inches (33 mm) wide by 0.10 inch (2.5 mm) thick; Firestone Termination Bar by Firestone.
- J. Cut Edge Sealant: Synthetic rubber-based, for use where membrane reinforcement is exposed; UltraPly TPO Cut Edge Sealant by Firestone.
- K. General Purpose Sealant: EPDM-based, one part, white general purpose sealant; UltraPly TPO General Purpose Sealant by Firestone.
- L. Molded Flashing Accessories: Unreinforced TPO membrane pre-molded to suit a variety of flashing details, including pipe boots, inside corners, outside corners, etc.; UltraPly TPO Small and Large Pipe Flashing by Firestone.
- M. Roof Walkway Pads: Firestone X-Tred Walkway Pad by Firestone.
  1. Method of application shall be suitable for the roofing system and applicable design wind speed for use in the project.
  2. Color: Yellow

## 2.04 ROOF INSULATION AND COVER BOARDS

- B. Polyisocyanurate Board Insulation: Closed cell polyisocyanurate foam with black glass reinforced mat laminated to faces, complying with ASTM C 1289 Type II Class 1, with the following additional characteristics:
  1. Thickness: As indicated elsewhere.
  2. Size: 48 inches (1220 mm) by 96 inches (2440 mm), nominal.
  3. Exception: Insulation to be attached using adhesive or asphalt may be no larger than 48 inches (1220 mm) by 48 inches (1220 mm), nominal.
  4. R-Value (LTTR): 1.0 inch (25 mm) Thickness: 5.7 R, minimum.
  5. Compressive Strength: 20 psi (138 kPa) when tested in accordance with ASTM C 1289.
  6. Ozone Depletion Potential: Zero; made without CFC or HCFC blowing agents.
  7. Recycled Content: 19 percent post-consumer and 15 percent post-industrial, average.
  8. Acceptable Product: ISO 95+ polyiso board insulation by Firestone
- B. Gypsum-Based Cover Board: DensDeck or equal; Non-combustible, water resistant gypsum core with embedded glass mat facers, complying with ASTM C 1177/C 1177M, and with the following additional characteristics:
  1. Size: 48 inches (1220 mm) by 96 inches (2440 mm), nominal.
    - a. Exception: Board to be attached using adhesive or asphalt may be no larger than 48 inches (1220 mm) by 48 inches (1220 mm), nominal.
  2. Thickness: 0.5 inch

3. Surface Water Absorption: 2.5 g, maximum, when tested in accordance with ASTM C 473.
  4. Spanning Capability: As recommended by manufacturer for maximum flute spans.
  5. Surface Burning Characteristics: Flame spread of 0, smoke developed of 0, when tested in accordance with ASTM E 84.
  6. Combustibility: Non-combustible, when tested in accordance with ASTM E 136.
  7. Factory Mutual approved for use with FM 1-60 and 1-90 rated roofing assemblies.
  8. Mold Growth Resistance: Zero growth, when tested in accordance with ASTM D 3273 for minimum of 4 weeks.
- C. Insulation Fasteners: Type and size as required by roof membrane manufacturer for roofing system and warranty to be provided; use only fasteners furnished by roof membrane manufacturer.

## 2.05 METAL ACCESSORIES

- A. Metal Roof Edging and Fascia: Continuous metal edge member serving as termination of roof membrane and retainer for metal fascia; watertight with no exposed fasteners; mounted to roof edge nailer.
1. Wind Performance:
    - a. Membrane Pull-Off Resistance: 100 lbs/ft (1460 N/m), minimum, when tested in accordance with ANSI/SPRI ES-1 Test Method RE-1, current edition.
    - b. Fascia Pull-Off Resistance: At least the minimum required when tested in accordance with ANSI/SPRI ES-1 Test Method RE-2, current edition.
    - c. Provide product listed in current Factory Mutual Research Corporation Approval Guide with at least FM 1-270 wind uplift rating.
  2. Description: Two-piece; 45 degree sloped galvanized steel sheet edge member securing top and bottom edges of formed metal fascia; Firestone EdgeGard.
  3. Fascia Face Height: 5 inches (127 mm).
  4. Edge Member Height Above Nailer: 1-1/4 inches (31 mm).
  5. Length: 144 inches (3650 mm).
  6. Functional Characteristics: Fascia retainer supports while allowing for free thermal cycling of fascia.
  7. Aluminum Bar: Continuous 6063-T6 alloy aluminum extrusion with pre-punched slotted holes; miters welded; injection molded EPDM splices to allow thermal expansion.
  8. Anchor Bar Cleat: 20 gage, 0.036 inch (0.9 mm) G90 coated commercial type galvanized steel with pre-punched holes.
  9. Curved Applications: Factory modified.
  10. Fasteners: Factory-provided corrosion resistant fasteners, with drivers; no exposed fasteners permitted.
  11. Special Shaped Components: Provide factory-fabricated pieces necessary for complete installation, including miters, scuppers, and end caps; minimum 14 inch (355 mm) long legs on corner pieces.
  12. Scuppers: Welded watertight.
  13. Accessories: Provide matching brick wall cap, downspout, extenders, and other special fabrications as shown on the drawings.
- B. Parapet Copings: Formed metal coping with galvanized steel anchor/support cleats for capping any parapet wall; watertight, maintenance free, without exposed fasteners; butt type joints with concealed splice plates; mechanically fastened as indicated; Firestone PTCF.
1. Wind Performance:
    - a. At least the minimum required when tested in accordance with ANSI/SPRI ES-1 Test Method RE-3, current edition.

- b. Provide product listed in current Factory Mutual Research Corporation Approval Guide with at least FM 1-90 rating.
2. Description: Coping sections allowed to expand and contract freely while locked in place on anchor cleats by mechanical pressure from hardened stainless steel springs factory attached to anchor cleats; 8 inch (200 mm) wide splice plates with factory applied dual non-curing sealant strips capable of providing watertight seal.
3. Material and Finish: 24 gage, 0.024 inch (0.06 mm) thick galvanized steel with Kynar 500 finish in manufacturer's standard color; matching concealed joint splice plates; factory-installed protective plastic film.
4. Dimensions:
  - a. Wall Width: As indicated on the drawings.
  - b. Piece Length: Minimum 144 inches (3650 mm).
  - c. Curved Application: Factory fabricated in true radius.
5. Anchor/Support Cleats: 20 gage, 0.036 inch (0.9 mm) thick prepunched galvanized cleat with 12 inch (305 mm) wide stainless steel spring mechanically locked to cleat at 72 inches (1820 mm) on center.
6. Special Shaped Components: Provide factory-fabricated pieces necessary for complete installation, including miters, corners, intersections, curves, pier caps, and end caps; minimum 14 inch (355 mm) long legs on corner, intersection, and end pieces.
7. Fasteners: Factory-furnished; electrolytically compatible; minimum pull out resistance of 240 pounds (109 kg) for actual substrate used; no exposed fasteners.

## 2.06 ACCESSORY MATERIALS

- A. Wood Nailers: PS 20 dimension lumber, Structural Grade No. 2 or better Southern Pine, Douglas Fir; or PS 1, APA Exterior Grade plywood; pressure preservative treated.
  1. Width: 3-1/2 inches (90 mm), nominal minimum, or as wide as the nailing flange of the roof accessory to be attached to it.
  2. Thickness: Same as thickness of roof insulation.

## PART 3 INSTALLATION

### 3.01 GENERAL

- A. Install roofing, insulation, flashings, and accessories in accordance with roofing manufacturer's published instructions and recommendations for the specified roofing system. Where manufacturer provides no instructions or recommendations, follow good roofing practices and industry standards. Comply with federal, state, and local regulations.
- B. Obtain all relevant instructions and maintain copies at project site for duration of installation period.
- C. Do not start work until Pre-Installation Notice has been submitted to manufacturer as notification that this project requires a manufacturer's warranty.
- D. Perform work using competent and properly equipped personnel.
- E. Temporary closures, which ensure that moisture does not damage any completed section of the new roofing system, are the responsibility of the applicator. Completion of flashings, terminations, and temporary closures shall be completed as required to provide a watertight condition.
- F. Install self-adhering roofing membrane only when surfaces are clean, dry, smooth and free of snow or ice; do not apply roofing membrane during inclement weather or when ambient

conditions will not allow proper application; consult manufacturer for recommended procedures during cold weather. Do not work with sealants and adhesives when material temperature is outside the range of 60 to 80 degrees F (16 to 27 degrees C).

- G. Protect adjacent construction, property, vehicles, and persons from damage related to roofing work; repair or restore damage caused by roofing work.
  - 1. Protect from spills and overspray from bitumen, adhesives, sealants and coatings.
  - 2. Particularly protect metal, glass, plastic, and painted surfaces from bitumen, adhesives, and sealants within the range of wind-borne overspray.
  - 3. Protect finished areas of the roofing system from roofing related work traffic and traffic by other trades.
- H. Until ready for use, keep materials in their original containers as labeled by the manufacturer.
- I. Consult membrane manufacturer's instructions, container labels, and Safety Data Sheets (SDS) for specific safety instructions. Keep all adhesives, sealants, primers and cleaning materials away from all sources of ignition.

### 3.02 EXAMINATION

- A. Examine roof deck to determine that it is sufficiently rigid to support installers and their mechanical equipment and that deflection will not strain or rupture roof components or deform deck.
- B. Verify that surfaces and site conditions are ready to receive work. Correct defects in the substrate before commencing with roofing work.
- C. Examine roof substrate to verify that it is properly sloped to drains.
- D. Verify that the specifications and drawing details are workable and not in conflict with the roofing manufacturer's recommendations and instructions; start of work constitutes acceptance of project conditions and requirements.

### 3.03 PREPARATION

- A. Prior to proceeding, prepare roof surface so that it is clean, dry, and smooth, and free of sharp edges, fins, roughened surfaces, loose or foreign materials, oil, grease and other materials that may damage the membrane.
- B. Fill all surface voids in the immediate substrate that are greater than 1/4 inch (6 mm) wide with fill material acceptable insulation to membrane manufacturer.

### 3.04 INSULATION AND COVER BOARD INSTALLATION

- A. Install insulation in configuration and with attachment method(s) specified in PART 2, under Roofing System.
- B. Install only as much insulation as can be covered with the completed roofing system before the end of the day's work or before the onset of inclement weather.
- C. Lay roof insulation in courses parallel to roof edges.
- D. Neatly and tightly fit insulation to all penetrations, projections, and nailers, with gaps not greater than 1/4 inch (6 mm). Fill gaps greater than 1/4 inch (6 mm) with acceptable insulation. Do not leave the roofing membrane unsupported over a space greater than 1/4 inch (6 mm).
- E. Mechanical Fastening: Using specified fasteners and insulation plates, engage fasteners through insulation into deck to depth and in pattern required by Factory Mutual for FM Class specified in

PART 2 and membrane manufacturer, whichever is more stringent.

### 3.05 ADHERING SINGLE-PLY MEMBRANE INSTALLATION

- A. Beginning at low point of roof, place membrane without stretching over substrate and allow to relax at least 30 minutes before attachment or splicing; in colder weather allow for longer relax time.
- B. Lay out the membrane pieces so that field and flashing splices are installed to shed water.
- C. Install membrane without wrinkles and without gaps or fishmouths in seams; bond and test seams and laps in accordance with membrane manufacturer's instructions and details.
- D. Install membrane adhered to the substrate, with edge securement as specified.
- E. Adhered Membrane: Bond membrane sheet to substrate using membrane manufacturer's recommended bonding material, application rate, and procedures.
- F. Edge Securement: Secure membrane at all locations where membrane terminates or goes through an angle change greater than 1:6 (2 in 12 inches) using mechanically fastened reinforced perimeter fastening strips, plates, or metal edging as indicated or as recommended by roofing manufacturer.
  - 1. Exceptions: Round pipe penetrations less than 18 inches (460 mm) in diameter and square penetrations less than 4 inches (200 mm) square.
  - 2. Metal edging is not merely decorative; ensure anchorage of membrane as intended by roofing manufacturer.

### 3.06 FLASHING AND ACCESSORIES INSTALLATION

- A. Install flashings, including laps, splices, joints, bonding, adhesion, and attachment, as required by membrane manufacturer's recommendations and details.
- B. Metal Accessories: Install metal edgings, gravel stops, and copings in locations indicated on the drawings, with horizontal leg of edge member over membrane and flashing over metal onto membrane.
  - 1. Follow roofing manufacturer's instructions.
  - 2. Remove protective plastic surface film immediately before installation.
  - 3. Install water block sealant under the membrane anchorage leg.
  - 4. Flash with manufacturer's recommended flashing sheet unless otherwise indicated.
  - 5. Where single application of flashing will not completely cover the metal flange, install additional piece of flashing to cover the metal edge.
  - 6. If the roof edge includes a gravel stop and sealant is not applied between the laps in the metal edging, install an additional piece of self-adhesive flashing membrane over the metal lap to the top of the gravel stop; apply seam edge treatment at the intersections of the two flashing sections.
  - 7. When the roof slope is greater than 1:12, apply seam edge treatment along the back edge of the flashing.
- C. Scuppers: Set in sealant and secure to structure; flash as recommended by manufacturer.
- D. Roofing Expansion Joints: Install as shown on drawings and as recommended by roofing manufacturer.
- E. Flashing at Walls, Curbs, and Other Vertical and Sloped Surfaces: Install weathertight flashing at all walls, curbs, parapets, curbs, skylights, and other vertical and sloped surfaces that the roofing membrane abuts to; extend flashing at least 8 inches (200 mm) high above membrane surface.

1. Use the longest practical flashing pieces.
2. Evaluate the substrate and overlay and adjust installation procedure in accordance with membrane manufacturer's recommendations.
3. Complete the splice between flashing and the main roof sheet with specified splice adhesive before adhering flashing to the vertical surface.
4. Provide termination directly to the vertical substrate as shown on roof drawings.

F. Roof Drains:

1. Taper insulation around drain to provide smooth transition from roof surface to drain. Use specified pre-manufactured tapered insulation with facer or suitable bonding surface to achieve slope; slope not to exceed manufacturer's recommendations.
2. Position membrane, then cut a hole for roof drain to allow 1/2 to 3/4 inch (12 to 19 mm) of membrane to extend inside clamping ring past drain bolts.
3. Make round holes in membrane to align with clamping bolts; do not cut membrane back to bolt holes.
4. Apply sealant on top of drain bowl where clamping ring seats below the membrane
5. Install roof drain clamping ring and clamping bolts; tighten clamping bolts to achieve constant compression.

G. Flashing at Penetrations: Flash all penetrations passing through the membrane; make flashing seals directly to the penetration.

1. Pipes, Round Supports, and Similar Items: Flash with specified pre-molded pipe flashings wherever practical; otherwise use specified self-curing elastomeric flashing.
2. Pipe Clusters and Unusual Shaped Penetrations: Provide penetration pocket at least 2 inches (50 mm) deep, with at least 1 inch (25 mm) clearance from penetration, sloped to shed water.
3. Structural Steel Tubing: If corner radii are greater than 1/4 inch (6 mm) and longest side of tube does not exceed 12 inches (305 mm), flash as for pipes; otherwise, provide a standard curb with flashing.
4. Flexible and Moving Penetrations: Provide weathertight gooseneck set in sealant and secured to deck, flashed as recommended by manufacturer.

### 3.07 FINISHING AND WALKWAY INSTALLATION

- A. Install walkways at access points to the roof, around rooftop equipment that may require maintenance, and where indicated on the drawings.
- B. Where Design Wind Speeds exceed 90 mph (145 km/h) or when a warranty includes increased wind speed coverage of up to 72 mph (116 km/h) and as required for special wind uplift resistance in high wind prone areas or in roof perimeter and corner areas, loop TPO attachment strips through the X-Tred Walkway Pad as follows:
1. Cut strips of UltraPly TPO membrane to 3/4" (19 mm) wide x 10" (254 mm) long.
  2. Thread the TPO strips through the X-Tred pad at the first loop using two 90-degree folds.
  3. Using a hot air welding tool, weld the ends of the UltraPly TPO strip (weathering side up) onto the field membrane.
  4. Space the strips approximately 36" (914 mm) apart on both sides of the walkway pad and at the roll ends.
  5. For a full 30" (762 mm) x 30' (9 m) roll, there should be 20 attachment strips installed, i.e. 10 strips per side (Refer to Detail Drawing UT-M-7).
- C.
- D. NOTE: Avoid attaching strips over TPO seams. 3.08 FIELD QUALITY CONTROL
- A. Inspection by Manufacturer: Provide final inspection of the roofing system by a Technical

Representative employed by roofing system manufacturer specifically to inspect installation for warranty purposes (i.e. not a sales person).

- B. Perform all corrections necessary for issuance of warranty.

### 3.09 CLEANING

- A. Clean all contaminants generated by roofing work from building and surrounding areas, including bitumen, adhesives, sealants, and coatings.
- B. Repair or replace building components and finished surfaces damaged or defaced due to the work of this section; comply with recommendations of manufacturers of components and surfaces.
- C. Remove leftover materials, trash, debris, equipment from project site and surrounding areas.

### 3.10 PROTECTION

- A. Where construction traffic must continue over finished roof membrane, provide durable protection and replace or repair damaged roofing to original condition.

END OF SECTION



SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 SUMMARY:

- A. This Section includes sheet metal flashing and trim in the following categories:
  - 1. Metal flashing & counterflashing.
  - 2. Reglets.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
- C. Division 4 Sections for through-wall flashing and other integral masonry flashings specified as part of masonry work.
- D. Division 7 Section "Joint Sealants" for elastomeric sealants.
- E. Division 7 Roofing Sections for flashing and roofing accessories installed integral with roofing membrane as part of roofing-system work.

1.3 PERFORMANCE REQUIREMENTS

- A. General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing.
- B. Fabricate and install flashings at roof edges to comply with recommendations of FM Loss Prevention Data Sheet 1-49 for the specific project and location.

1.4 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data including manufacturer's material and finish data, installation instructions, and general recommendations for each specified flashing material and fabricated product.
- C. Shop Drawings of each item specified showing layout, profiles, methods of joining, and anchorage details.

## 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has completed sheet metal flashing and trim work similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.

## 1.6 PROJECT CONDITIONS

- A. Coordinate Work of this Section with interfacing and adjoining Work for proper sequencing of each installation. Ensure best possible weather resistance, durability of Work, and protection of materials and finishes.

## PART 2 - PRODUCTS

### 2.1 METALS

- A. Note: All metals provided shall be supplied by roofing manufacturer and/or approved by roofing manufacturer for incorporation into the roofing system which allows metal flashing to be included in the roofing membrane guarantee and carry the same guarantee as the roof. Adjustment of material and material thickness listed as follows may require adjustment to obtain requirements for inclusion in the roofing system guarantee. These adjustments shall be made at no additional cost to the owner.
- B. Copper: ASTM B 370; temper H00, cold rolled except where temper 060 is required for forming; not less than 16 oz./sq. ft. (0.55 mm thick), unless otherwise indicated.
- C. Coil-Coated Galvanized Steel Sheet: Zinc-coated, commercial-quality steel sheet conforming to ASTM A 755, G 90 (ASTM A 755M, Z 275) coating designation, coil coated with high-performance fluoropolymer coating as specified in "Coil-Coated Galvanized Steel Sheet Finish" Article; not less than 0.0336 inch (0.85 mm) thick, unless otherwise indicated.
- D. Lead Sheet: ASTM B 749, Type L51121, copper-bearing lead sheet, with minimum thickness of 0.0625 inch (1.6 mm) except not less than 0.0937 inch (2.4 mm) thick for applications where burning (welding) is involved.

### 2.2 REGLETS

- A. General: Units of type, material, and profile indicated, formed to provide secure interlocking of separate reglet and counterflashing pieces and compatible with flashing indicated.
- B. Masonry Type: Provide with offset top flange for embedment in masonry mortar joint.
- C. Flexible Flashing Retainer: Provide resilient plastic or rubber accessory to secure flexible flashing in reglet where clearance does not permit use of standard metal counterflashing or where Drawings show reglet without metal counterflashing.

- D. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Fry Reglet Corporation – Springlok flashing system
  - 2. Or approved equal.

## 2.3 MISCELLANEOUS MATERIALS AND ACCESSORIES

- A. Burning Rod for Lead: Same composition as lead sheet.
- B. Solder: ASTM B 32, Grade Sn50, used with rosin flux.
- C. Fasteners: Same metal as sheet metal flashing or other noncorrosive metal as recommended by sheet metal manufacturer. Match finish of exposed heads with material being fastened.
- D. Mastic Sealant: Polyisobutylene; non-hardening, non-skinning, nondrying, non-migrating sealant.
- E. Elastomeric Sealant: Generic type with requirements for joint sealants as specified in Division 7 Section “Joint Sealants.”
- F. Epoxy Seam Sealer: 2-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior and interior nonmoving joints, including riveted joints.
- G. Adhesives: Type recommended by flashing sheet metal manufacturer for waterproof and weather-resistant seaming and adhesive application of flashing sheet metal.
- H. Metal Accessories: Provide sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of Work, matching or compatible with material being installed; noncorrosive; size and thickness required for performance.
- I. Roofing Cement: ASTM D 4586, Type I, asbestos free, asphalt based.

## 2.4 FABRICATION, GENERAL

- A. Sheet Metal Fabrication Standard: Fabricate sheet metal flashing and trim to comply with recommendations of SMACNA’s “Architectural Sheet Metal Manual” that apply to the design, dimensions, metal, and other characteristics of the item indicated.
- B. Comply with details shown to fabricate sheet metal flashing and trim that fit substrates and result in waterproof and weather-resistant performance once installed. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- C. Form exposed sheet metal Work that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems.
- D. Seams: Fabricate nonmoving seams in sheet metal with flat-lock seams. Tin edges to be seamed, form seams, and solder.

- E. Expansion Provisions: Space movement joints at maximum of 10 feet (3 m) with no joints allowed within 24 inches (610 mm) of corner or intersection. Where Lapped or bayonet-type expansion provisions in Work cannot be used or would not be sufficiently weatherproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25mm) deep, filled with mastic sealant (concealed within joints).
- F. Sealed Joints: Form non-expansion, but moveable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards.
- G. Separate metal from non-compatible metal or corrosive substrates by coating concealed surfaces at locations of contact with asphalt mastic or other permanent separation as recommended by manufacturer.
- H. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of sheet metal exposed to public view.
- I. Fabricate cleats and attachment devices from same material as sheet metal component being anchored or from compatible, noncorrosive metal recommended by sheet metal manufacturer.
  - 1. Size: As recommended by SMACNA manual or sheet metal manufacturer for application but never less than thickness of metal being secured.

## 2.5 SHEET METAL FABRICATIONS

- A. General: Fabricate sheet metal items in thickness or weight needed to comply with performance requirements but not less than that listed below for each application and metal.
- B. Counter Flashing, Reglets, and Wind-Restraint Clips: Fabricate from the following material:
  - 1. Coil-Coated Galvanized Steel: 0.0217 inch (0.55 mm) thick. 26 g.
- C. Flashing Receivers: Fabricate from the following material:
  - 1. Coil-Coated Galvanized Steel: 0.0217 inch (0.55 mm) thick. 26 g.

## 2.6 COIL-COATED GALVANIZED STEEL SHEET FINISH

- A. High-Performance Organic Coating Finish: Apply the following system by coil-coating process on galvanized steel sheet as recommended by coating manufacturers and applicator.
  - 1. Fluoropolymer 2-Coat Coating System: Manufacturer's standard 2-coat, thermocured system composed of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with AAMA 605.2.
    - a. Color and Gloss: As selected by Architect from manufacturer's full range of choices for color and gloss.
  - 2. Resin Manufacturers: Subject to compliance with requirements, provide fluoropolymer coating systems containing resins produced by one of the following manufacturers:

- a. Ausimont USA, Inc. (Hylar 5000)
  - b. Elf Atochem North America, Inc. (Kynar 500)
3. Coil-Coated Steel Sheet Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:
4. Coil-Coated Steel Sheet Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- a. Atas Aluminum Corporation.
  - b. MM Systems Corporation.
  - c. Petersen Aluminum Corporation.
  - d. Vincent Metals.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates and conditions under which sheet metal flashing and trim are to be installed and verify that Work may properly commence. Do not proceed with installation until unsatisfactory conditions have been corrected.

#### 3.2 INSTALLATION

- A. General: Unless otherwise indicated, install sheet metal flashing and trim to comply with performance requirements, manufacture's installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Anchor units of Work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible., and set units true to line and level as indicated. Install Work with laps, joints, and seams that will be permanently watertight and weatherproof.
- B. Install exposed sheet metal Work that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- C. Roof-Edge Flashings: Secure metal flashings at roof edges according to FM Loss Prevention Data Sheet 1-49 for specified wind zone.
- D. Expansion Provisions: Provide for thermal expansion of exposed sheet metal Work. Space movement joints at maximum of 10 feet (3 m) with no joints allowed within 24 inches (610 mm) of corner or intersection. Where lapped or bayonet-type expansion provisions in Work cannot be used or would not be sufficiently weatherproof and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with mastic sealant (concealed with joints).

- E. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches (38 mm), except where pre-tinned surface would show in finished Work.
  - 1. Do not solder the following metals:
    - a. Aluminum.
    - b. Coil-coated galvanized steel sheet.
  - 2. Pre-tinning is not required for the following metals:
    - a. Lead.
  - 3. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
- F. Sealed Joints: Form non-expansion, but movable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards. Fill joint with sealant and form metal to completely conceal sealant.
  - 1. Use joint adhesive for nonmoving joints specified not to be soldered.
- G. Seams: Fabricate nonmoving seams in sheet metal with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- H. Separations: Separate metal from non-compatible metal or corrosive substrates by coating concealed surfaces, at locations of contact, with asphalt mastic or other permanent separation as recommended by manufacturer.
  - 1. Underlayment: Where installing stainless steel or aluminum directly on cementitious or wood substrates, install a slip sheet of red-rosin paper and a course of polyethylene underlayment.
  - 2. Bed flanges of Work in a thick coat of roofing cement where required for waterproof performance.
- I. Install reglets to receive counterflashing according to the following requirements:
  - 1. Where reglets are shown in masonry, furnish reglets for installation in saw-cut grooves, shimmed and caulked as required. Counterflashing shall be installed to cover all termination bars as indicated on the drawings.
- J. Counter flashings: Coordinate installation of counter flashings with installation of assemblies to be protected by counterflashing. Install counter flashings in reglets or receivers. Secure in a waterproof manner by means of snap-in installation and sealant, lead wedges and sealant, interlocking folded seam, or blind rivets and sealant. Lap counterflashing joints a minimum of 2 inches (50 mm) and bed with sealant.

### 3.3 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces, removing substances that might cause corrosion of metal or deterioration of finishes.

- B. Provide final protection and maintain conditions that ensure sheet metal flashing and trim Work during construction is without damage or deterioration other than natural weathering at the time of Substantial Completion.

END OF SECTION

SECTION 07 92 00 - JOINT SEALERS

PART 1 - GENERAL

1. RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

2. DESCRIPTION OF WORK:

- A. The extent of each form and type of joint sealer is indicated on drawings and by provisions of this section.
- B. The applications for joint sealers as work of this section include the following:
  - 1. Wall joints (exterior and interior).
  - 2. Horizontal Surfaces.
  - 3. Flashing and coping joints.

4. QUALITY ASSURANCE:

- A. Applicator Qualifications: Contractor and job foreman must have a minimum of five (5) years experience installing sealant.
- B. Compatibility and Adhesion Tests: Contractor shall be responsible for verifying with sealant manufacturer that all sealants to be used are compatible with and will satisfactorily adhere to all substrates. Tests may be conducted in the field or by submission of representative substrate samples to sealant manufacturer's laboratory.
- C. Conduct the following Skin-Over Time/Elastomeric Test: For one-part sealant, a skin-over test and an elastomeric test should be performed once per week and on every new lot of sealant used. The purpose of this test is to check sealant working time and to ensure the sealant cures fully. Any great variation (excessively long times) in the skin-over time may indicate and out-of-life sealant. This test is performed as follows:
  - 1. Spread a 1/16" film of sealant on a sheet of polyethylene (a garbage bag works well).
  - 2. Every few minutes, touch the sealant film lightly with a tool.
  - 3. When the sealant does not adhere to the tool, the sealant has skinned over. Note the time required to reach this point. If a skin has to formed within - 3 hours, do not use this material; contact your Dow Corning Construction Field Specialist or distributor representative.
  - 4. Allow the sealant to cure for 24 hours. After 24 hours, peel the sealant off of the polyethylene sheet. Stretch the sealant slowly to see that it has cured. If the sealant has not cured, contact your Sealant Manufacturer Field Specialist or distributor representative.
  - 5. Record the results in the Product Quality Control Log book. This testing must be completed and results recorded, retained and available for review upon request. (See



"Project Specifications, Documentation and Warranties" for a sample log form and additional information.)

- D. Standard Field Adhesion Hand Pull Test: A field adhesion test is a simple screening procedure that may help detect application problems such as improper cleaning, use of improper primer, poor primer application or improper joint configuration. As a check for adhesion, a simple hand pull test is required at the job site after the sealant is fully cured (usually within 7 to 21 days). Field adhesion testing should be documented using the filed Adhesion Testing Log (see "Project Specifications, Documentation and Warranties"). It is suggested that 10 tests for the first 1000 feet and one test per thousand feet thereafter be submitted or one test per floor per elevation. The hand pull test procedure is as follows:
1. Make a knife cut horizontally from one side of the joint to the other.
  2. Make two vertical cuts (from the horizontal cut) approximately 3" long, at both sides of the joint.
  3. Place a 1" mark on the sealant tab.
  4. Grasp the 2" piece of sealant firmly just beyond the 1" mark and pull at a 90-degree angle.
  5. If dissimilar substrates are being sealed, check the adhesion of sealant to each substrate separately. This is accomplished by extending the vertical cut along one side of the joint, checking adhesion to the opposite side, and then repeating for the other surface.
  6. Pass / fail criteria for each sealant are as follows: If the sealant does not pass according to the guidelines provided, consult your local Field Specialist or distributor representative.
  7. Record the test results in a field adhesion test log.
- E. Repair of Sealant in Adhesion Test Area: Repair the sealant pulled from the test area by applying new sealant to the test area. Assuming good adhesion was obtained, use the same application procedure to repair the areas as was used to originally seal it. Care should be taken to ensure that the original sealant surfaces are clean and that the new sealant is in contact with the original sealant.
- F. Manufacturer: Sealant manufacturer shall have been in the business of producing the specified sealant types for a minimum of ten (10) years.
8. SUBMITTALS:
- A. Literature: Submit one copy of manufacturer's data sheets, standard color charts, installation instructions and field quality control test procedures for each sealant and primer to be used.
  - B. Warranty: Submit one copy of manufacturer's standard twenty (20) year product warranty and contractor's three-year workmanship warranty.
9. WARRANTY:
- A. Upon job completion, provide manufacturer's standard twenty (20) year product weather seal warranty.
  - B. Upon job completion, provide contractor's three (3) year workmanship warranty.

10. DELIVERY, STORAGE, AND HANDLING:

- A. Deliver products in original factory packaging bearing identification of product, manufacturer, batch number, and expiration date as applicable. Provide Material Safety Data Sheets for each product.
- B. Store product in a location protected from freezing, damage, construction activity, precipitation and direct sunlight in strict accordance with manufacturer's recommendations.
- C. Condition products to approximately 60 to 70 degrees F for use in accordance with manufacturer's recommendations.

11. PROJECT CONDITIONS:

- A. Do not use products under conditions of precipitation or freezing weather. Use appropriate measures for protection and supplementary heating to ensure proper drying and curing conditions in accordance with manufacturer's recommendations if application during inclement weather occurs.
- B. Ensure substrate is dry.
- C. Protect all adjacent work from contamination due to mixing, handling, and application of sealants.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. Manufacturer's: Provide products by one of the following:
  - 1. Dow Corning
  - 2. General Electric
  - 3. BASF MasterSeal
- B. Sealant #1: Exterior & UV exposed areas - Dow Corning - 790 Silicone Building Sealant. Color to be selected by Architect.
- C. Sealant #2: Areas not exposed to UV - MasterSeal NP 1: Single component, non-sag polyurethane with plus or minus 25 percent movement capability for vertical joints.
- D. Backer Rod: Closed cell polyethylene or Sof-Rod.
- E. Bond Breaker Tape: Pressure sensitive adhesive polyethylene, Teflon, or polyurethane foam tape where required.

PART 3 - EXECUTION

3.1 SEALANTS:

A. Inspection:

1. Installer must examine substrates, (joint surfaces) and conditions under which joint sealer work is to be performed, and verify that all joint surfaces are clean, sound, free of defects and that dimensions are within sealant manufacturer's size requirements. Commencement of sealant installation shall be evidence that contractor has verified compliance of existing conditions. Do not proceed with joint sealer work until unsatisfactory conditions have been corrected in a manner acceptable to installer.
2. Protect all surroundings from primers and sealant to include, but not be limited to, windows, roofs, walkways, drives, and landscaping.

B. Joint Preparation:

1. Clean all joint surfaces of contaminants and impurities to the depth at which the new silicone sealant and backer materials are to be installed. This may be accomplished by several methods: Abrading with a wire brush (hand or power), grinding, saw cutting, or solvent cleaning. Follow solvent manufacturer's safe handling recommendations and local, state and federal regulations regarding solvent usage.
2. Blow out all dust, loose particles and other debris using oil free compressed air.

C. Installation:

1. Solvent clean aluminum and any other non-porous surfaces with recommended solvent using the "Two Cloth Cleaning Method."
2. Apply primer according to manufacturer's instructions.
3. Install backer rod using blunt or rounded tools to assure uniform depth without puncturing or twisting. Closed cell rod shall be a minimum 20% oversized. Install bond breaker tape in shallow joints.
4. Mask or protect adjacent areas that are not to receive sealant.
5. Apply sealant in joints using a pressure gun with nozzle cut to appropriate size. Deposit sealant in a uniform and continuous bead with no gaps or air pockets.
6. Tool joint to required configuration with a blunt instrument as soon as possible after installation, but before sealant begins to skin over. Remove all masking materials immediately after tooling.

D. Locations:

1. These are the general purpose sealants for use of interior and exterior up to 1" in width. One of these sealants shall be used unless otherwise specified herein. The following list is not intended to be inclusive of every condition.
2. Joints or recesses on exterior of building (including locations not specifically shown or specified) where sealing is required to prevent infiltration of water, moisture, insects, and wind through building exterior.
  - a. Masonry joints in which shelf angles occur.
  - b. Exterior face of expansion and control joints in exterior concrete or masonry walls.
  - c. Openings where pipes, conduits and similar items pass through exterior walls.
3. Metal reglets where required and lead caulking rope is not used, and elsewhere where flashing is penetrated by coping dowels.
  - a. Metal-to-metal joints where sealing or caulking is shown or necessary.
  - b. Metal to masonry where sealing or caulking is shown, specified, or necessary.

- c. Joints occurring between ends of gravel stops, fascias and/or copings and adjacent walls.
  - 4. Where sealant is shown on drawings except where sealing compounds for joints in horizontal surfaces and high temperature applications are specifically required.
  - 5. Use Sealant #1 at all exterior locations subject to UV exposure.
  - 6. Use Sealant #2 at all other locations as required.
- E. Workmanship:
- 1. Surface Preparation: Surfaces of joint to receive caulking or sealants shall be clean, dry to the touch, free from frost, moisture, grease, oil, wax, lacquer, paint, or other foreign matter that would tend to destroy or impair adhesion.
  - 2. Application: Apply caulking and sealing compounds in strict accordance with manufacturer's printed instructions. Avoid dropping or smearing compound on adjacent surfaces. Fill joints solidly with compound and tool. Finish compound smooth and flush, unless joint is otherwise detailed.
  - 3. Cleaning: After filling and finishing joints, remove masking tape. Fresh compound that has accidentally been smeared on masonry shall be scrapped off immediately and rubbed clean with a solvent as recommended by the sealant manufacturer. Upon completion of application of compound, all remaining smears, stains, and other soiling resulting therefrom shall be removed with solvent or other means recommended by manufacturer of compound and the work left in a clean and neat condition.
- F. Cure and Protection:
- 1. Cure sealants and caulking compounds in compliance with manufacturer's instructions and recommendations to obtain high early bond strength, internal cohesive strength and surface durability. Advise contractor of procedures required for cure and protection of joint sealers during construction period, so that they will be without deterioration or damage (other than normal wear and weathering) at time of substantial completion. Cure and protect sealants in a manner which will minimize increased in modules of elasticity and other accelerated aging effects. Replace or restore sealants which are damaged or deteriorated during construction period.

END OF SECTION

SECTION 10 95 00 - MISCELLANEOUS SPECIALTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.
- B. Extent of miscellaneous specialties are items specified herein and/or shown on drawings.

1.2 INSTALLATION:

- A. Installation of each item shall be in accordance with approved shop drawings and with the manufacturer's current printed instructions, except as otherwise specified herein.

1.3 SUBMITTALS:

- A. Submit shop drawings, manufacturer's brochures and color samples for each item to the Architect for approval.
- B. Submit a copy of installation instructions for each item of work with the shop drawings.

PART 2 - PRODUCTS

2.1 FIXED WALL LADDERS

- A. Acceptable Manufacturers:
  - 1. ALACO Ladder Co.  
5167 G Street, Chino, CA 91710-5143  
Phone: (888) 310-7040 Fax: (909) 591-7565  
E-mail: [sales@alacoladder.com](mailto:sales@alacoladder.com) Web Site: [www.alacoladder.com](http://www.alacoladder.com)
  - 2. Or approved equal.
- B. Applicable Standards
  - 1. American National Standards Institute (ANSI) - ANSI A14.3 American National Standard for Ladders - Fixed - Safety Requirements
- C. Type: Fixed Wall Ladders - ALACO Ladder Co Model 562 - Roof return
- D. Construction & Materials
  - 1. Fabricated from 6061-T6 aluminum alloy for added safety, strength and long-lasting durability, with no painting required.
  - 2. Fixed wall ladders include side rails with 1-1/8" (29 mm) round rungs that are serrated and secured with cast aluminum connectors, 4 solid rivets and 3/8" (9.5 mm) thick brackets mounted to the walls.

3. Size: Height - Exceeding 20' installed with cage; over 30' installed with cages and rest platforms. Width - 20-1/4"
4. Finishes & Coatings: Mill Finish.

E. Installation

1. Install top of the top rung, level with top of access/egress level or landing platform, served by the ladder stepping-off surface and space rungs 12" (305 mm) on centers to bottom rung.
2. Bottom rung height from ground will vary depending on roof height.
3. Complete installation recommendations for all product models are available from the manufacturer.
4. Installation must comply with applicable local, state and national code jurisdictions.

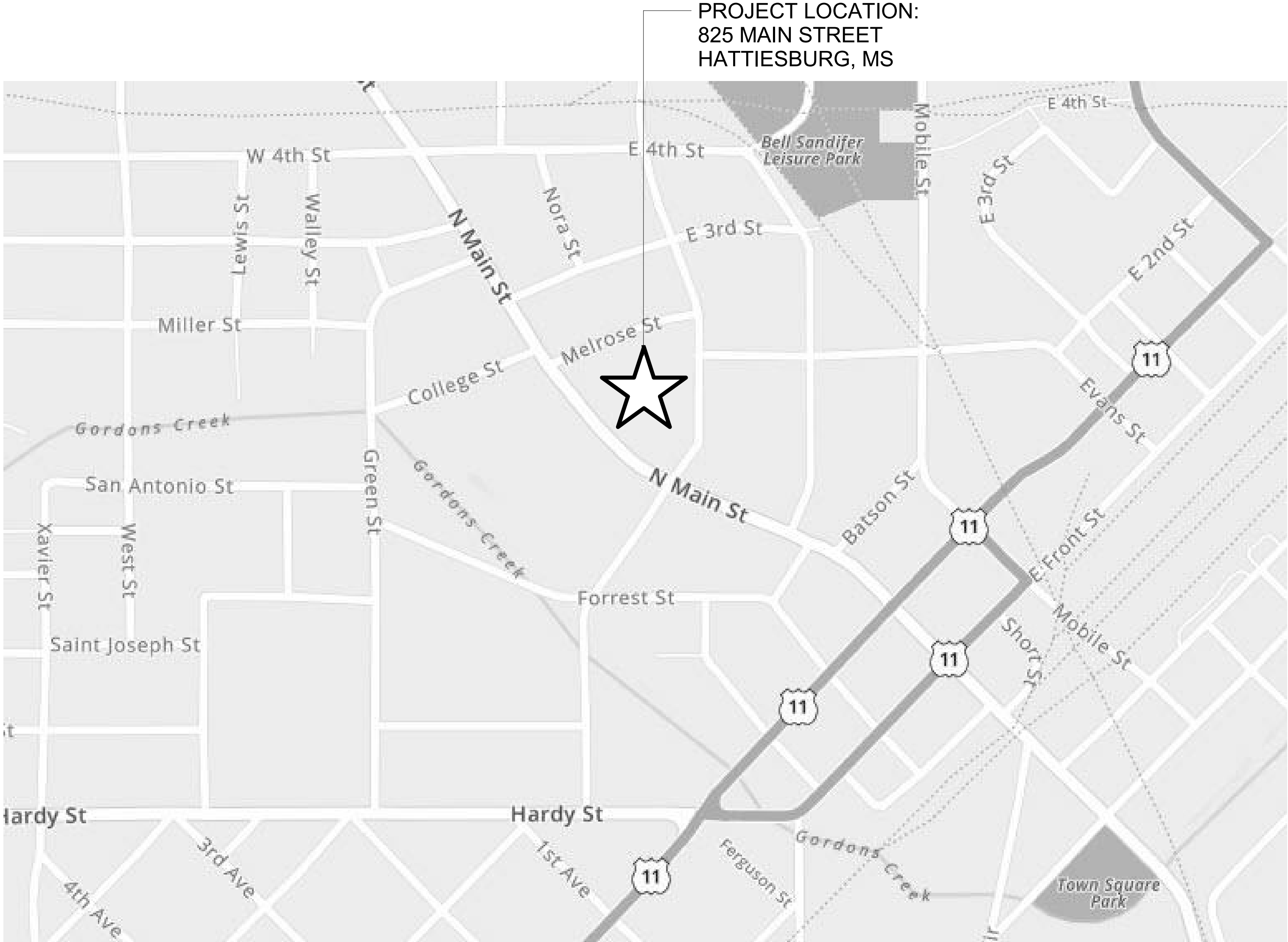
F. Warranty: limited warranty of 5 years.

END OF SECTION



# HATTIESBURG AMERICAN RE-ROOF PHASE II

## CITY OF HATTIESBURG HATTIESBURG, MISSISSIPPI



SHEET INDEX	
NUMBER	TITLE
COVER	TITLE COVER SHEET
ARCHITECTURAL	
A1.1	ROOF PLAN
A1.2	DETAILS

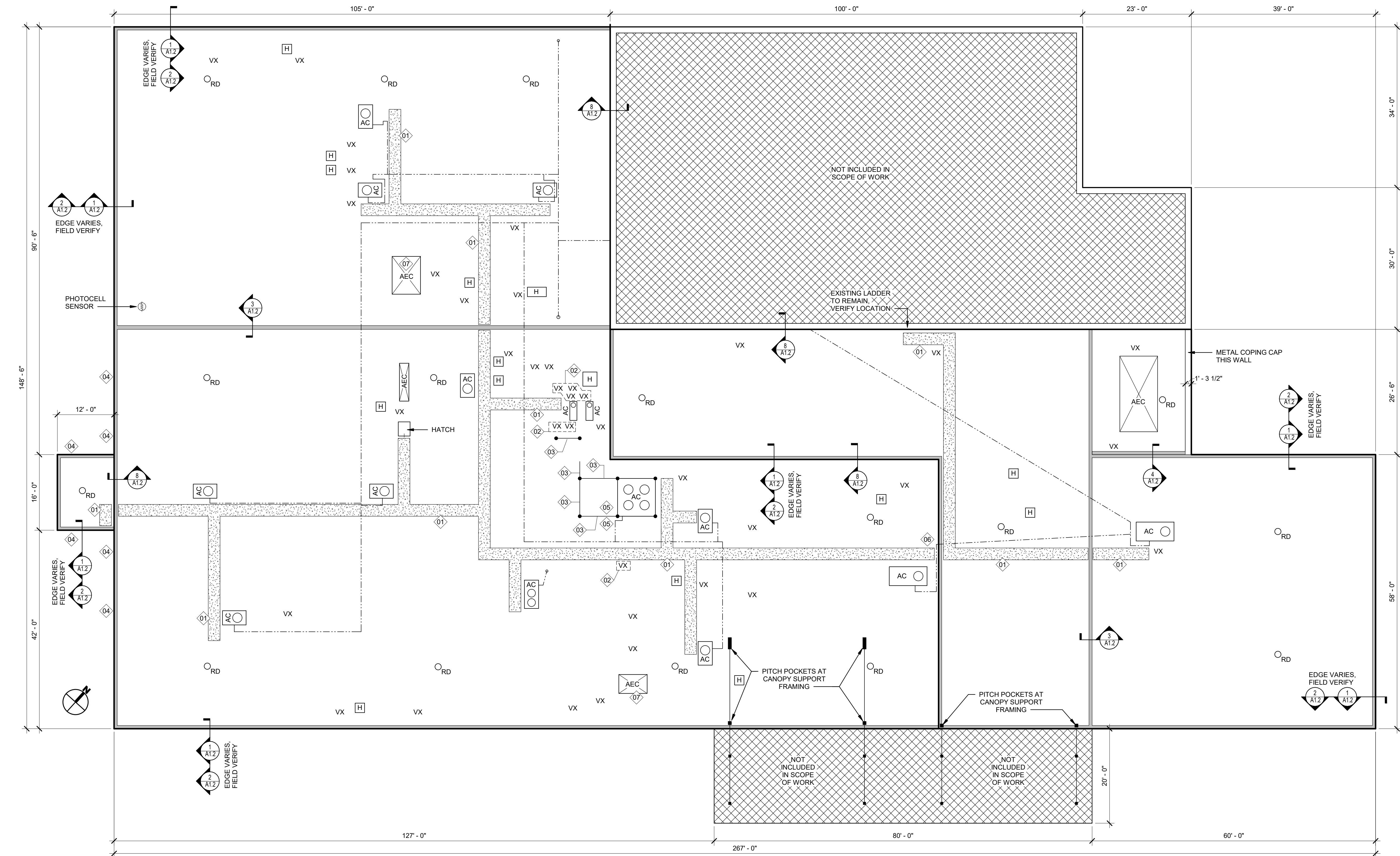
HATTIESBURG AMERICAN RE-ROOF PHASE II  
CITY OF HATTIESBURG  
HATTIESBURG, MISSISSIPPI

LANDRY  
LEWIS  
GERMANY  
ARCHITECTS, P. A.  
5211 OLD HIGHWAY 11, HATTIESBURG, MS 39402  
P. 601.271.7711 WWW.LLGARCH.COM

SET NO. _____  
CN20-3788  
10.23.2020







1 | OVERALL EXISTING ROOF PLAN  
3/32" = 1'-0"

ROOF PLAN SYMBOLS LEGEND:

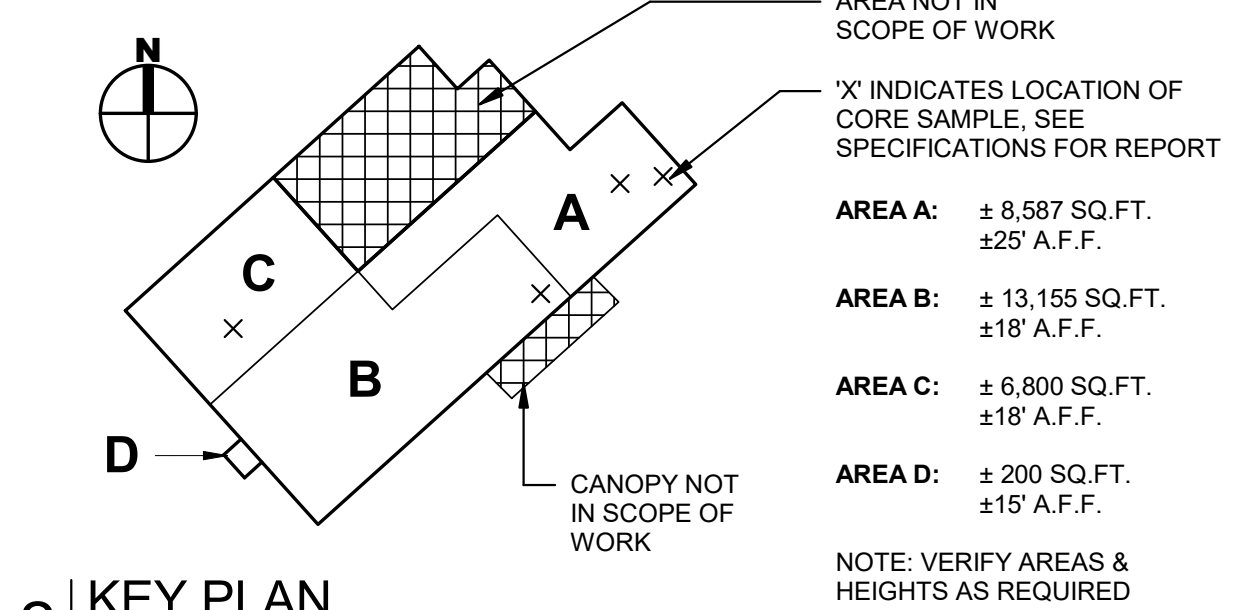
- EXISTING AC UNIT - SIZE VARIES
- EXISTING EXHAUST FAN / HOOD / CURB - SIZE VARIES
- EXISTING ROOF DRAIN - SIZE VARIES
- EXISTING VENT PIPE THRU ROOF LOCATION - SIZE VARIES
- EXISTING SUPPORT FRAMING w/PITCH POCKETS - SIZE & SHAPE VARIES
- EXISTING ROOF CURB
- EXISTING ABANDONED EQUIPMENT CURB, SIZE VARIES
- NEW WALKWAY PAD, SEE KEYED WORK NOTES.
- NOT IN SCOPE OF WORK - NO ACCESS ALLOWED
- EXISTING ABANDONED VENT / PIPE, SEE KEYED WORK NOTE #2

KEYED WORK NOTES:

- WALKWAY PADS: PROVIDE WALKWAY PADS EQUAL TO FIRESTONE X-TRED YELLOW SECURED TO ROOF AS RECOMMENDED BY MFR. VERIFY SERVICE PANEL LOCATIONS AND MODIFY PATH AS REQUIRED TO ACCESS EQUIPMENT.
- ABANDONED VENT / PIPE: REMOVE PITCH PAN AND FLASHING, CAP & TERMINATE AT DECK, INFILL WITH INSULATION & PATCH EXISTING EPDM PRIOR TO INSTALLING NEW WORK.
- STEEL SUPPORT FRAMING: REMOVE ABANDONED SECTION OF STEEL ANGLE SUPPORT FRAMING, PITCH PAN & FLASHING, TERMINATE LEGS AT DECK, INFILL WITH INSULATION AND PATCH EXISTING EPDM PRIOR TO INSTALLING NEW WORK.
- OVERHANGING LIMBS: PRUNE BRANCHES AND LIMBS MINIMUM 12" OUTSIDE EDGE OF ROOF PRIOR TO INSTALLING NEW WORK.
- ABANDONED ELECTRICAL DISCONNECT PANEL & WIRE: REMOVE ABANDONED ELECTRICAL DISCONNECT PANELS, WIRING, AND CONDUIT IN ITS ENTIRETY. REFER TO GENERAL NOTES FOR ADDITIONAL WORK AT ABANDONED ELECTRICAL SYSTEM PENETRATIONS.
- NEW LADDER: INSTALL NEW ACCESS LADDER EQUAL TO ALACO LADDER COMPANY 562 ROOF RETURN ALUMINUM LADDER. FIELD VERIFY AND COORDINATE SIZE, LOCATION, AND MOUNTING REQUIREMENTS FOR APPROVAL.
- METAL CURB CAP: REMOVE EXISTING METAL CURB CAP AND INFILL OPENING WITH 2X FRAMING @12" O.C. & ONE LAYER 3/4" EXT. PW. SHEATHING AT MIN. 1/4" SLOPE TOWARDS THE NEAREST DRAIN. ENCAPSULATE WITH NEW COVERBOARD AND TPO MEMBRANE, TYPICAL.

GENERAL WORK NOTES:

- INSTALL NEW TPO MEMBRANE WITH MECHANICALLY FASTENED COVERBOARD SECURELY ATTACHED TO EXISTING DECK. NEW WORK TO BE INSTALLED OVER EXISTING EPDM / BUILT-UP ROOF. INSTALL NEW ROOF IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS AND STANDARD DETAILS.
- INSTALL ALL NEW PIPE VENT BOOTS, FLASHINGS, SEALANTS, BLOCKING, ACCESSORIES, ETC. AS PER MFR. STANDARD DETAILS AND SPECIFICATION AS REQUIRED TO PROVIDE A WATERTIGHT BUILDING ENVELOPE.
- PITCH PANS: EXISTING PITCH PANS TO BE REMOVED IN THEIR ENTIRETY AND REPLACED WITH NEW AS REQUIRED, TO BE INSTALLED IN ACCORDANCE WITH ROOFING MFR. STANDARDS & SPECIFICATIONS UNLESS OTHERWISE NOTED.
- SERVICE PADS: CONTRACTOR TO PROVIDE MINIMUM 24sf SERVICE PADS FOR EACH SERVICABLE HVAC UNIT / EQUIPMENT TO BE LOCATED AT THE SERVICE PANEL, DISCONNECT, OR UTILITY CONNECTION AS DIRECTED.
- SUPPORT BLOCKING: CONTRACTOR TO INSTALL MIN 4X4 TREATED WOOD BLOCKING AT 8' MAX SPACING BENEATH ALL UTILITY & CONDENSATE LINES. BLOCKING TO BE SET UPON SERVICE PAD MEMBRANE TO PROTECT TPO ROOF.
- ABANDONED EQUIPMENT CURBS: EXTEND NEW ROOF SYSTEM UP AND OVER CURB AND FULLY ENCAPSULATE THE ABANDONED EQUIPMENT PLATFORM IN ITS ENTIRETY. APPLY ADDITIONAL MEMBRANE AND REINFORCING PLYS AS REQUIRED BY THE MANUFACTURER AT CORNERS, TRANSITIONS, AND IRREGULAR CONDITIONS.



2 | KEY PLAN  
1 1/2" = 1'-0"

- GENERAL NOTES:
- CONTRACTOR SHALL VISIT THE SITE AND BECOME FULLY FAMILIAR AND AWARE OF ANY AND ALL EXISTING CONDITIONS AND SITUATIONS. FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR OF PERFORMING WORK REQUIRED BY THE CONTRACT DOCUMENTS. CONTRACTOR SHALL NOT ACCESS AREAS NOT INCLUDED IN THE SCOPE OF WORK.
  - THE BUILDING SHALL REMAIN OCCUPIED AND OPERATIONAL THROUGHOUT THE CONTRACT. CONTRACTOR SHALL NOT REMOVE MORE WORK THAN CAN BE FULLY REPAIRED OR REPLACED IN A SINGLE WORKING PERIOD. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR LEAVE THE FACILITY INTERIOR EXPOSED TO THE WEATHER BETWEEN WORKING PERIODS.
  - CONTRACTOR SHALL TAKE PROPER PRECAUTIONS TO SECURE THE WORK AREA, EQUIPMENT, MATERIALS, ETC. AS REQUIRED TO DISCOURAGE THEFT, VANDALISM, OR UNAUTHORIZED ACCESS. THE OWNER SHALL NOT BE RESPONSIBLE FOR DAMAGES DUE TO THE CONTRACTOR'S FAILURE TO SECURE THE SITE.
  - CONTRACTOR TO REMOVE ALL EXISTING TRASH, DEBRIS, LEAVES, AND ABANDONED CONDUIT, PVC PIPING, ETC. PRIOR TO PERFORMING DEMOLITION OR PREP WORK FOR NEW CONSTRUCTION. CLEAN EXISTING EPDM SURFACE OF ALL DIRT & DEBRIS AS REQUIRED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS FOR NEW WORK. NOTE ANY DAMAGED OR DETERIORATING AREAS AND BRING TO THE ATTENTION OF THE ARCHITECT IMMEDIATELY.
  - CONTRACTOR TO FIELD VERIFY DIMENSIONS, AREAS, AND SQUARE FOOTAGE CALCULATIONS AS REQUIRED TO BID AND PERFORM THE WORK. CONTRACTOR SHALL FIELD VERIFY QUANTITY, SIZE AND LOCATION OF EXISTING ROOF MOUNTED EQUIPMENT, ACCESSORIES, VENTS AND OTHER PENETRATIONS AS REQUIRED TO BID AND PERFORM THE WORK. REFER TO SPECIFICATIONS FOR PRE-BID CONFERENCE INSPECTIONS.
  - PROTECT FROM DAMAGE ALL EXISTING ROOF MOUNTED EQUIPMENT, OPERATIONAL ACCESSORIES, VENTS AND OTHER PENETRATIONS TO REMAIN. CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY THE WORK.
  - ELECTRICAL SYSTEM PENETRATIONS NOT SHOWN. CONTRACTOR TO FLASH ALL ELECTRICAL PENETRATIONS IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS. WHERE EXISTING ELECTRICAL SERVICE HAS BEEN ABANDONED OR DISCONNECTED ABOVE THE ROOF, CONTRACTOR SHALL TERMINATE SERVICE AT THE DECK, INFILL WITH INSULATION, AND PATCH EPDM MEMBRANE PRIOR TO INSTALLATION OF NEW WORK.
  - EXISTING CONDENSATE PIPING NOT SHOWN. CONTRACTOR TO REMOVE AND DISCARD ALL EXISTING CONDENSATE PIPE FROM EXISTING HVAC UNITS AND REPLACE WITH NEW PVC LINES ROUTED TO WITHIN 36" OF THE CLOSEST ROOF DRAIN. SIZE PER MANUFACTURER RECOMMENDATION.
  - EXISTING GAS LINE LOCATIONS ARE APPROXIMATE. SUPPORT BLOCKING NOT SHOWN. CONTRACTOR TO VERIFY SIZES AS REQUIRED AND PROVIDE NEW SUPPORT BLOCKING AT MINIMUM 8' SPACING. TYPICAL AT CONTRACTORS OPTION. PROTECT FROM DAMAGE ALL EXISTING LINES AS REQUIRED TO SALVAGE FOR RE-USE; OR REMOVE EXISTING AND REPLACE WITH NEW.
  - EXISTING TYPICAL ROOF EDGE CONDITION CONSISTS OF PRE-FINISHED METAL DRIP EDGE INSTALLED TO A RAISED EDGE CURB, EXCEPT WHERE NOTED. REMOVE & REPLACE WITH NEW ALL EXISTING METAL DRIP EDGE AND COPING CAPS TO INCLUDE NEW ATTACHMENTS, STRAPS, FASTENERS, ETC.
  - EXISTING DECKING: AREAS A & C CONSIST OF METAL DECKING. AREAS B & D CONSISTS OF TECTUM DECKING. CONTRACTOR TO FIELD VERIFY CONDITIONS & PROVIDE ANCHORS APPROPRIATE FOR THE TYPE OF DECKING AS SPECIFIED BY THE MANUFACTURER.
  - ROOF CORE REPORT: CORE SAMPLES WERE TAKEN AS INDICATED IN THE KEY PLAN. REFER TO SPECIFICATIONS FOR ADDITIONAL CORE SAMPLE DATA, PROVIDED BY THE OWNER WITH LIMITATIONS AS SPECIFIED.
  - EXISTING SLOPE & DRAIN LOCATIONS TO REMAIN. WHERE EXISTING SLOPE IS INADEQUATE FOR ROOF SYSTEM, CONTRACTOR SHALL NOTIFY THE ARCHITECT PRIOR TO INSTALLATION OF NEW WORK. INSTALL NEW DRAIN BASKETS AND INSERTS AT EXISTING DRAIN LOCATIONS.

DRAWN	SG
CHECKED	CJL
FINAL DATE	10.23.2020
REVISION SCHEDULE	
REV #	REV DATE

LANDRY  
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P: 601.271.7711 WWW.LLGARCH.COM  
CREATING LANDMARKS SINCE 1910...

SHEET TITLE  
ROOF PLAN

PROJECT  
HATTIESBURG AMERICAN RE-ROOF  
PHASE II

CITY OF HATTIESBURG  
HATTIESBURG, MISSISSIPPI

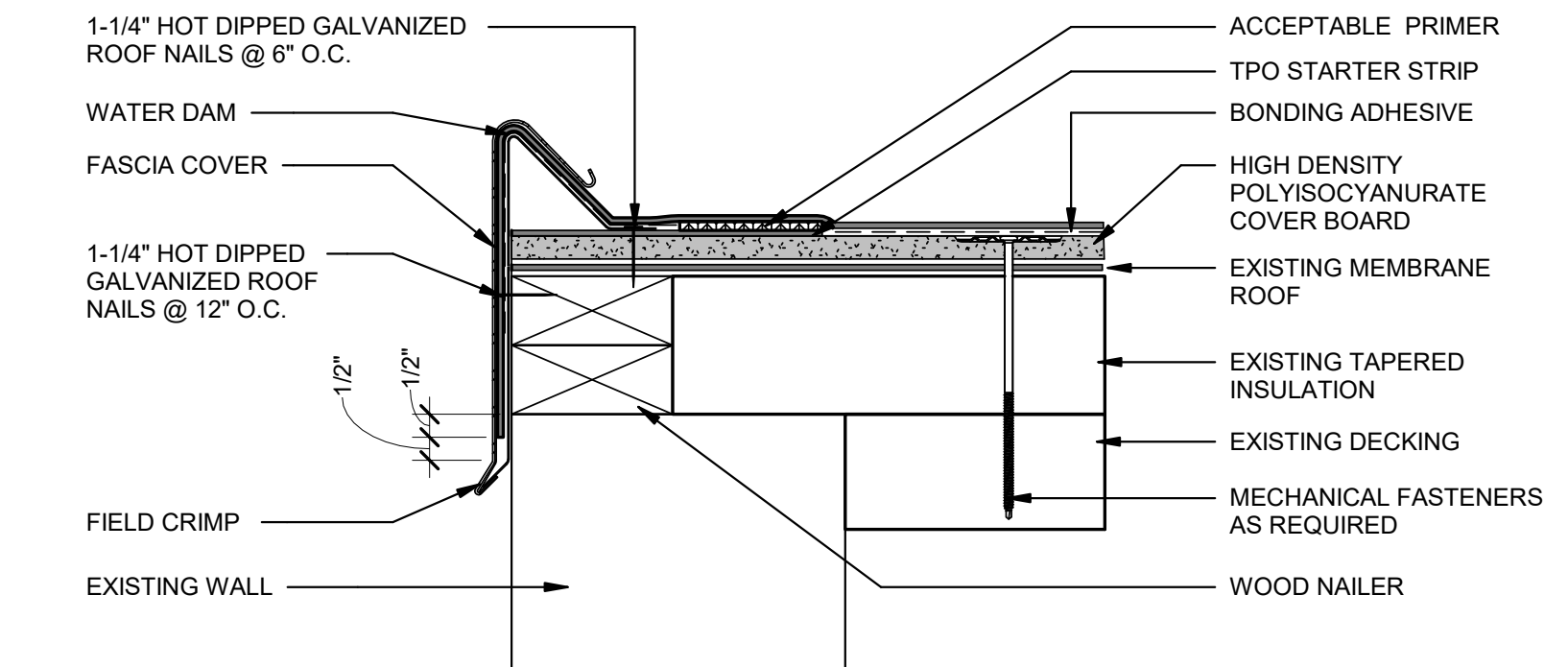


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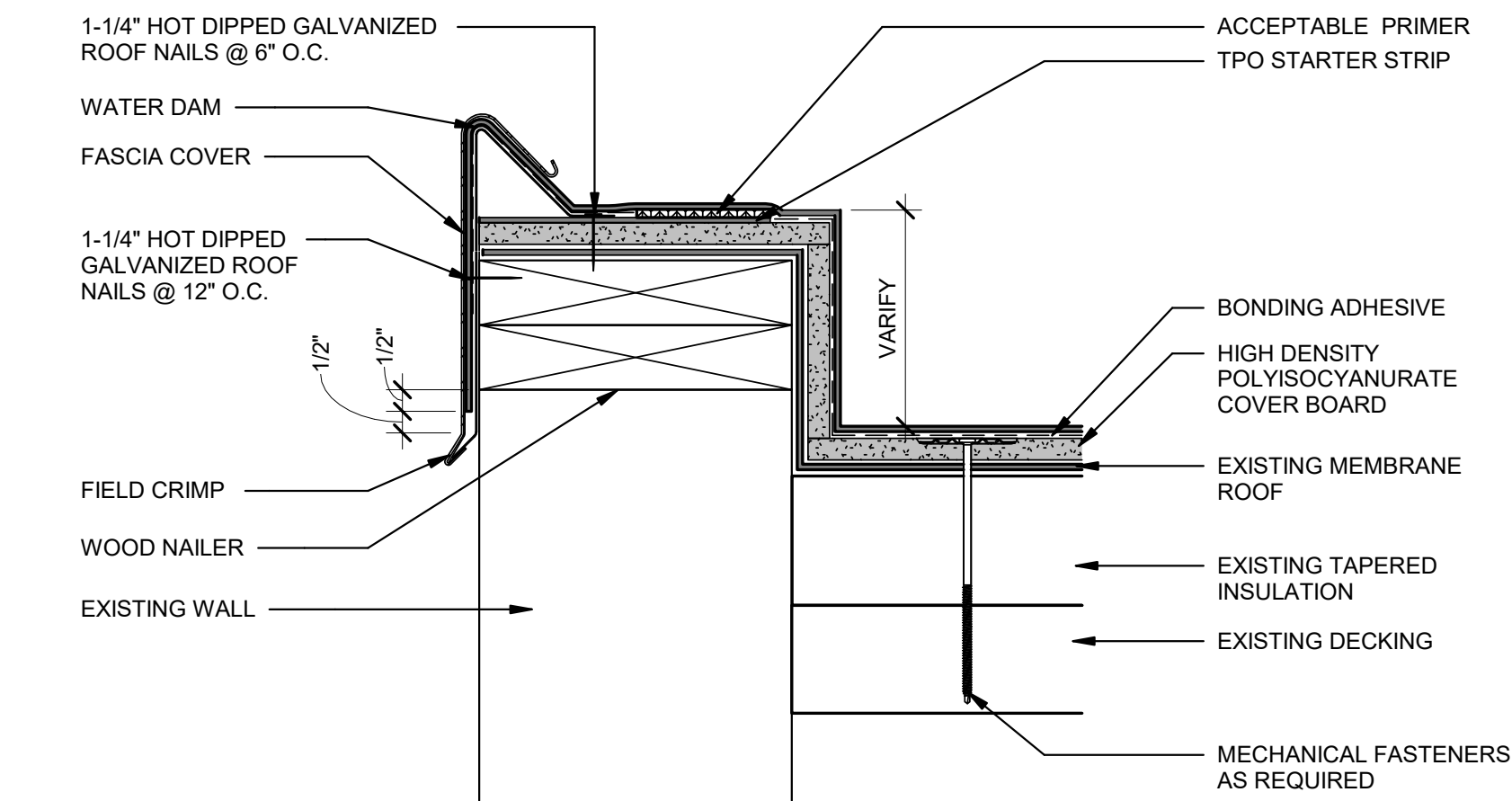
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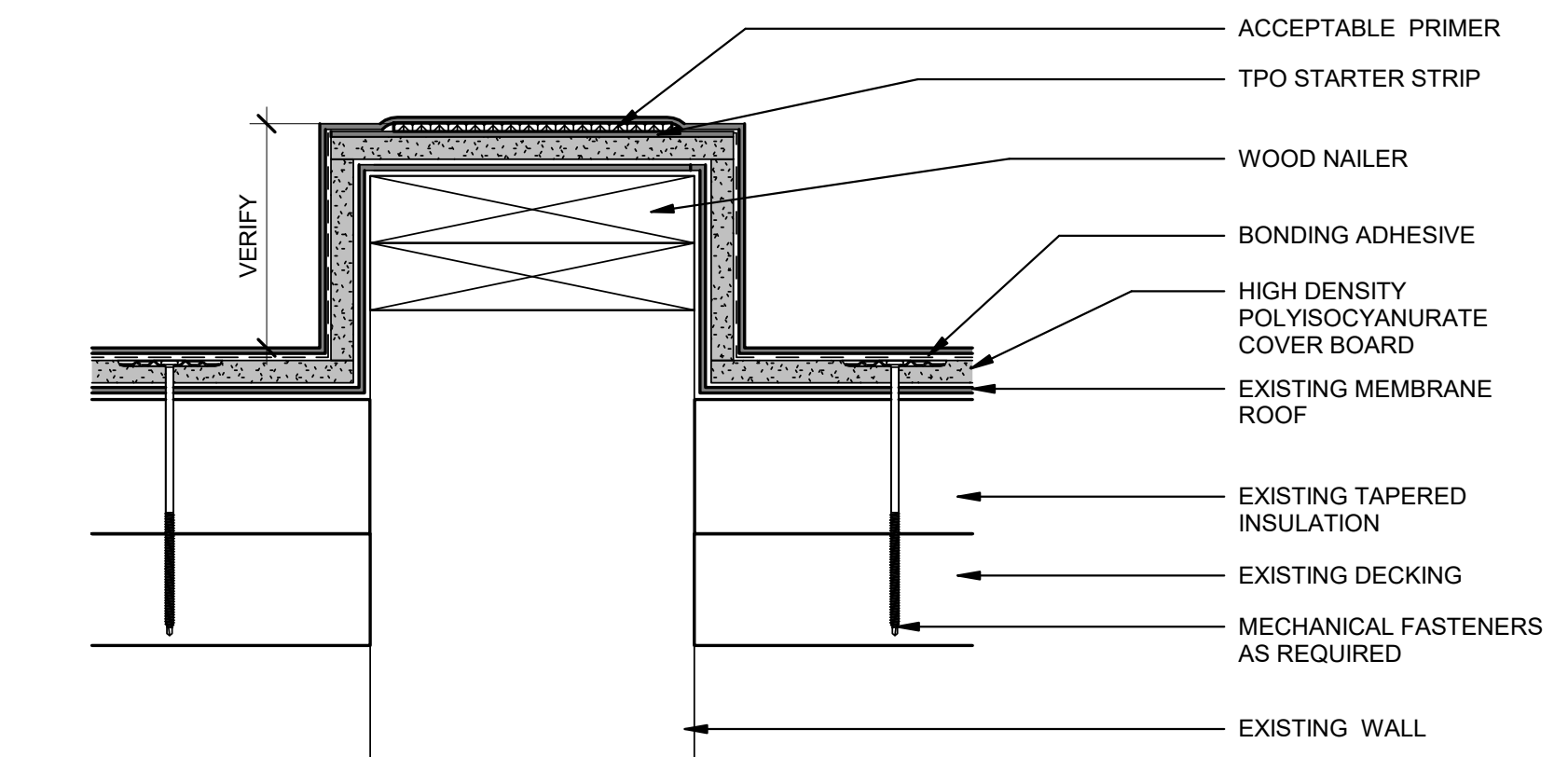




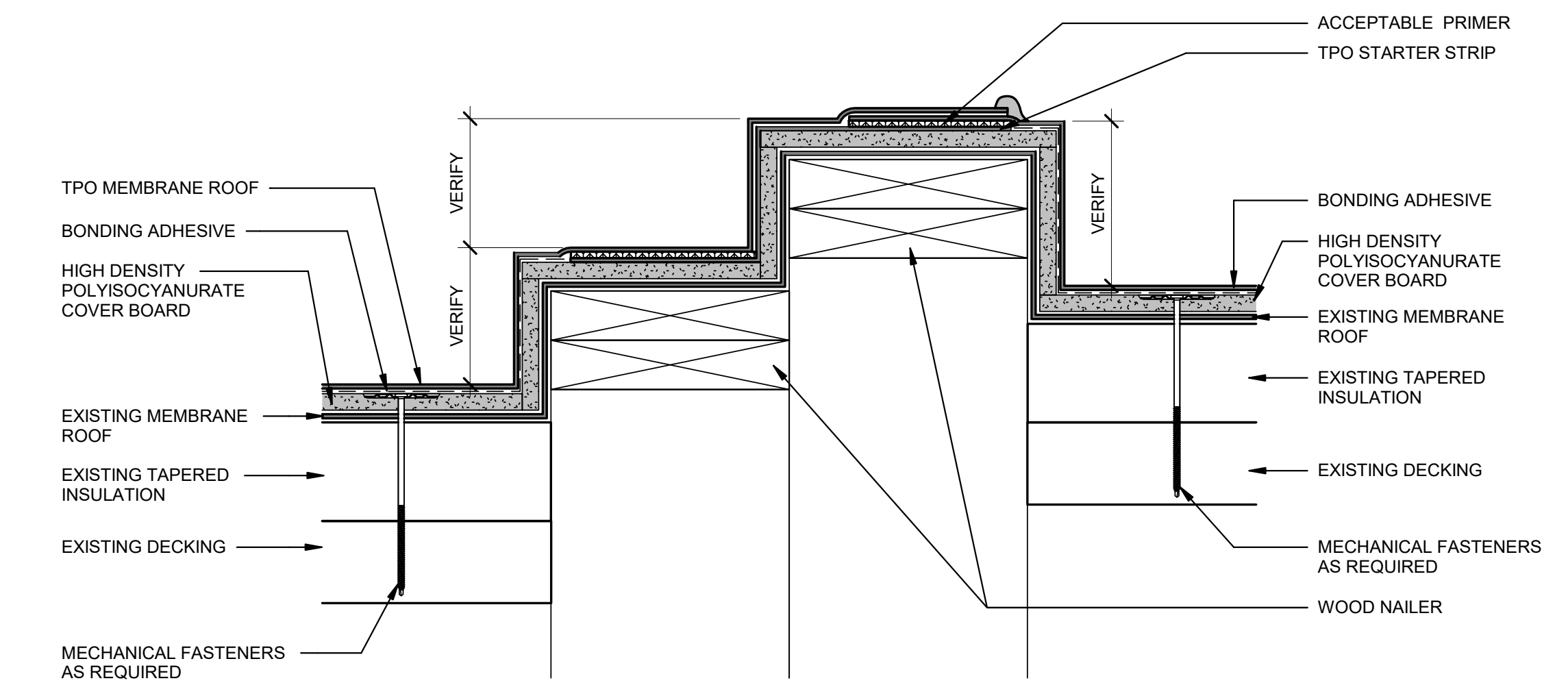
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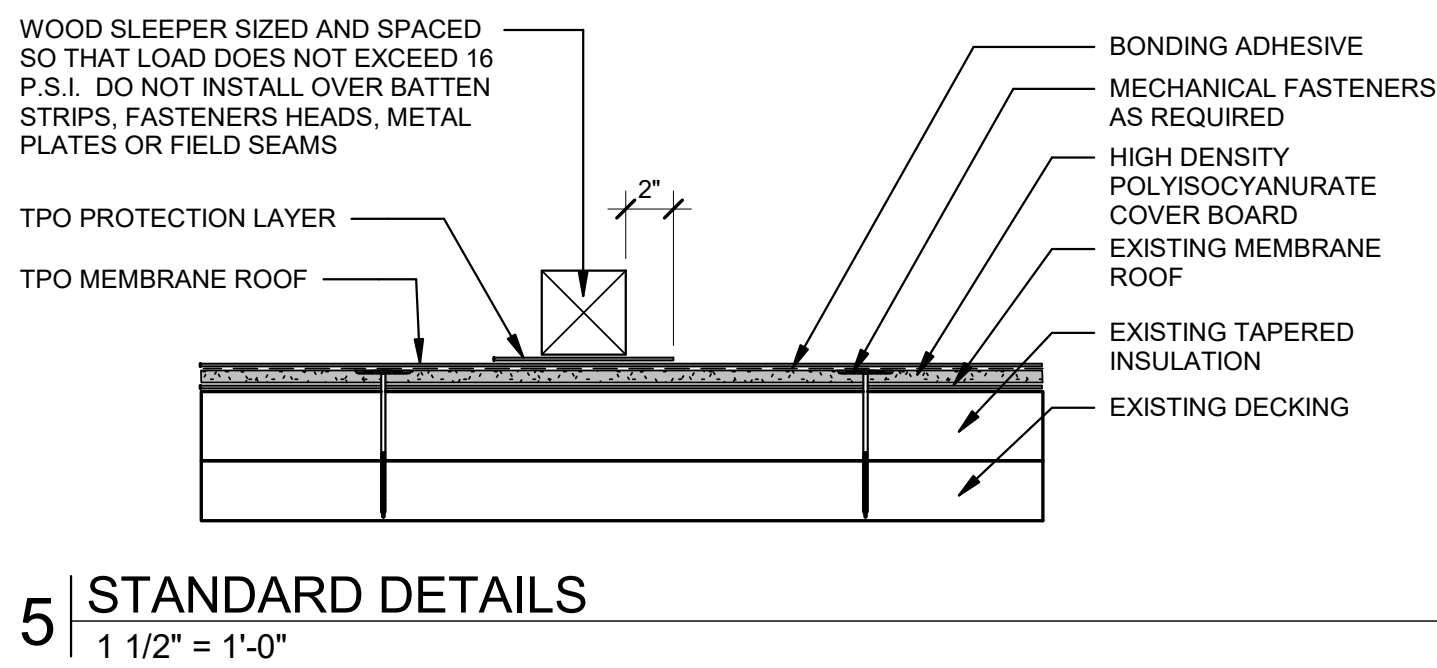
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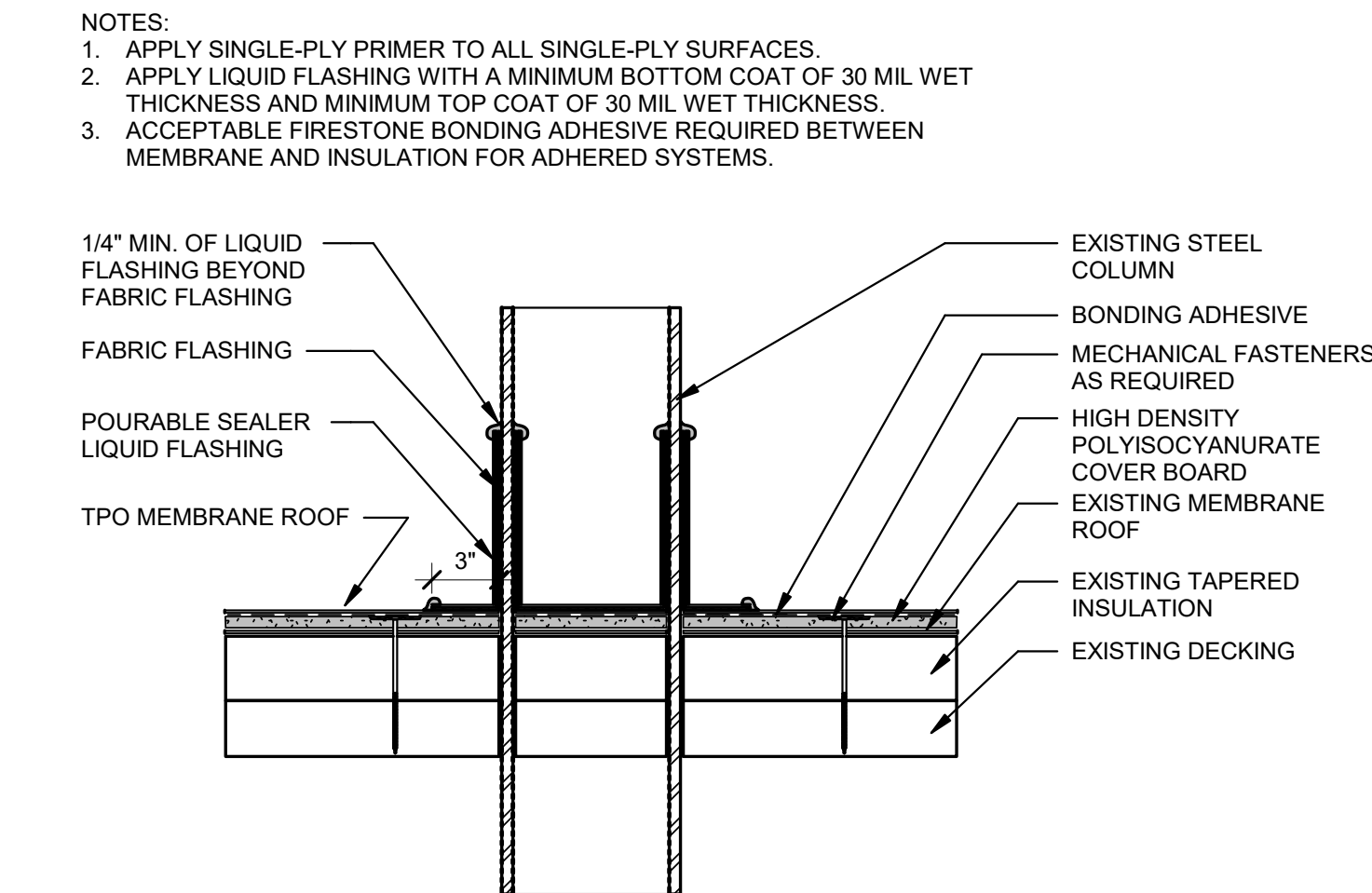
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3" = 1'-0"



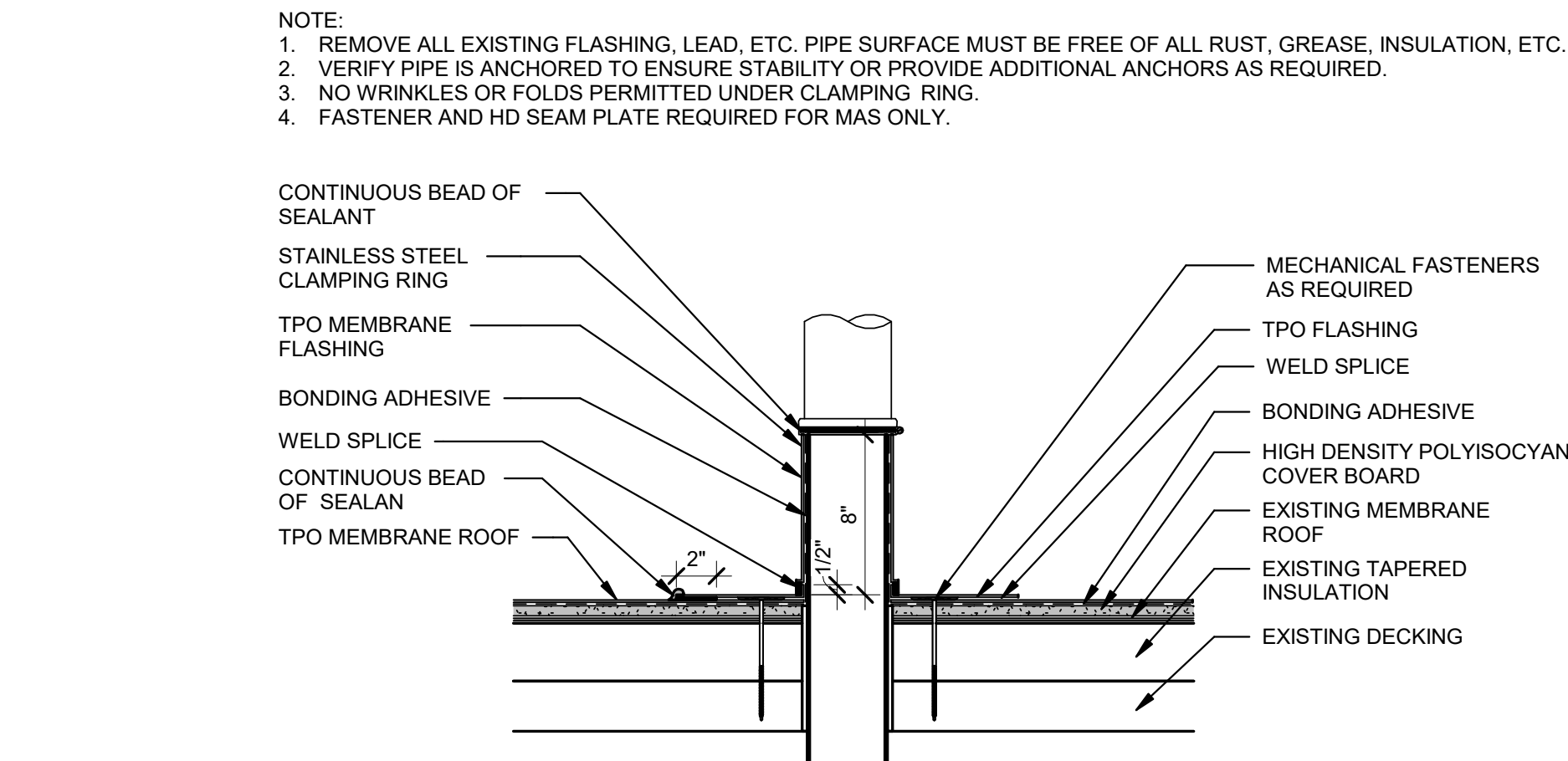
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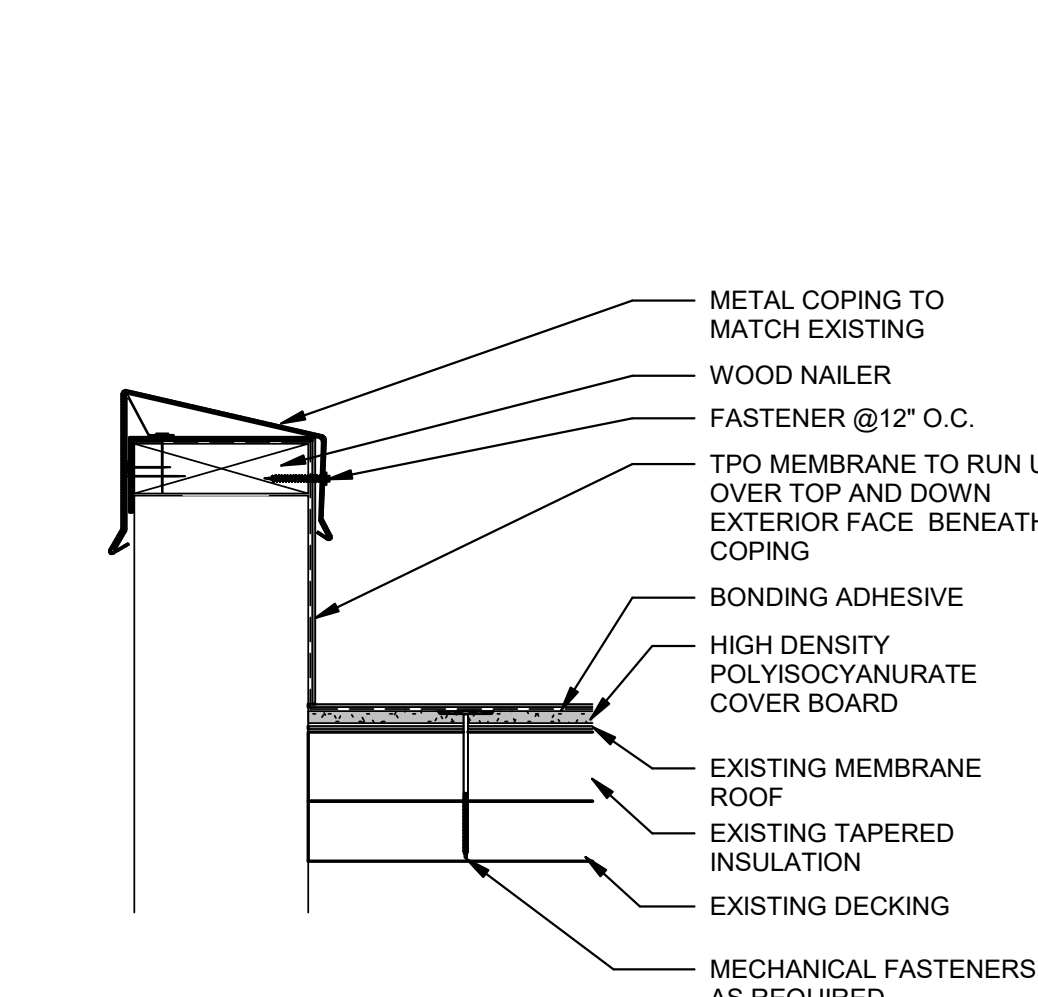
5 | STANDARD DETAILS  
1 1/2" = 1'-0"



6 | STANDARD DETAILS  
1 1/2" = 1'-0"

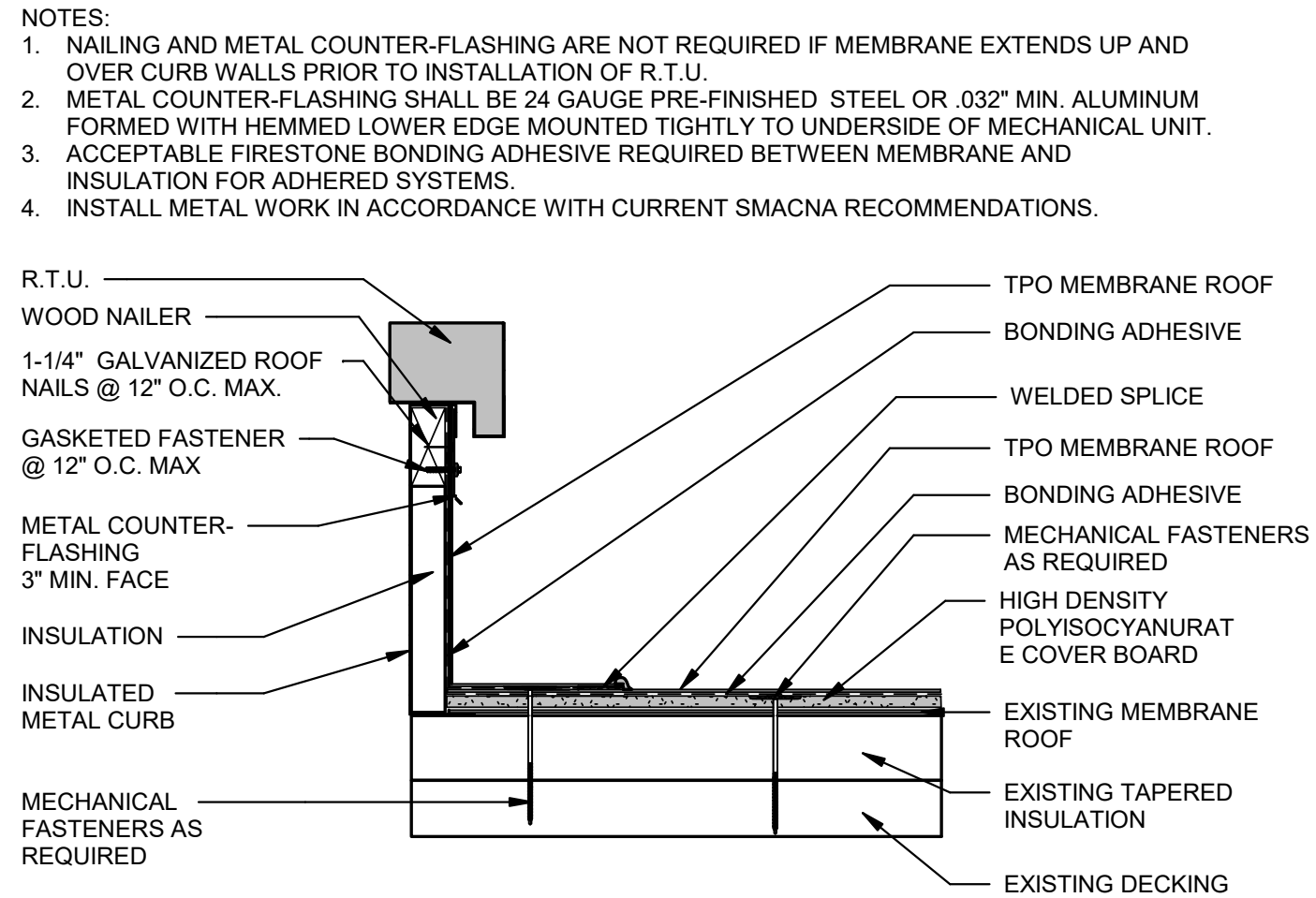


9 | STANDARD DETAILS  
1 1/2" = 1'-0"

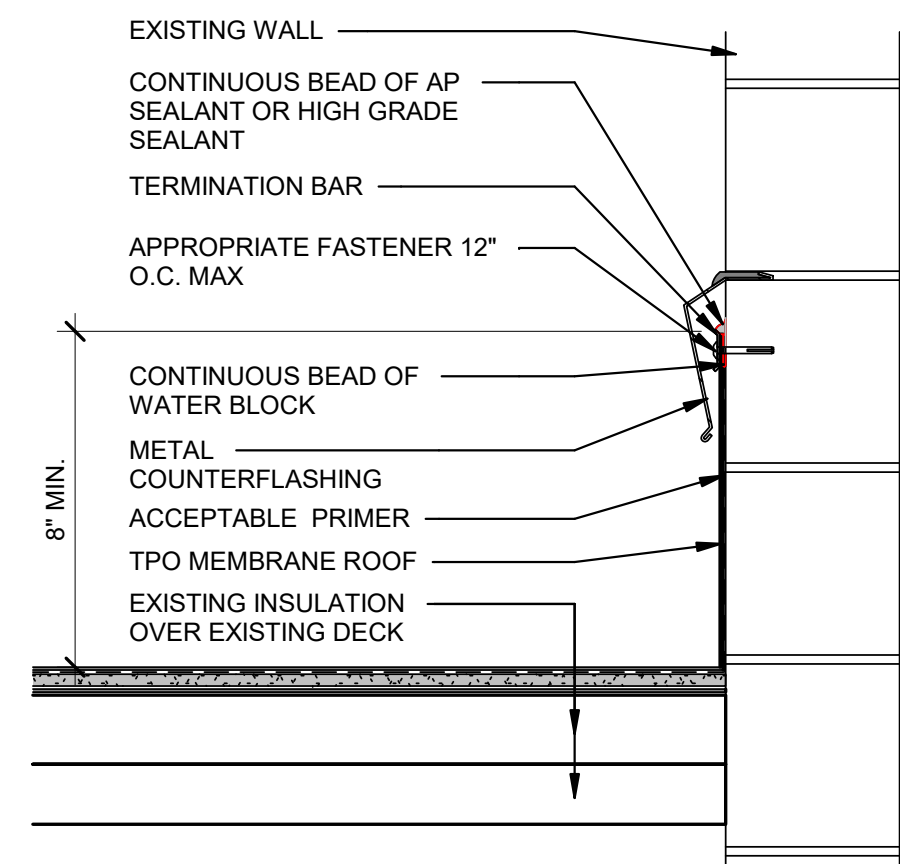


11 | COPING DETAIL  
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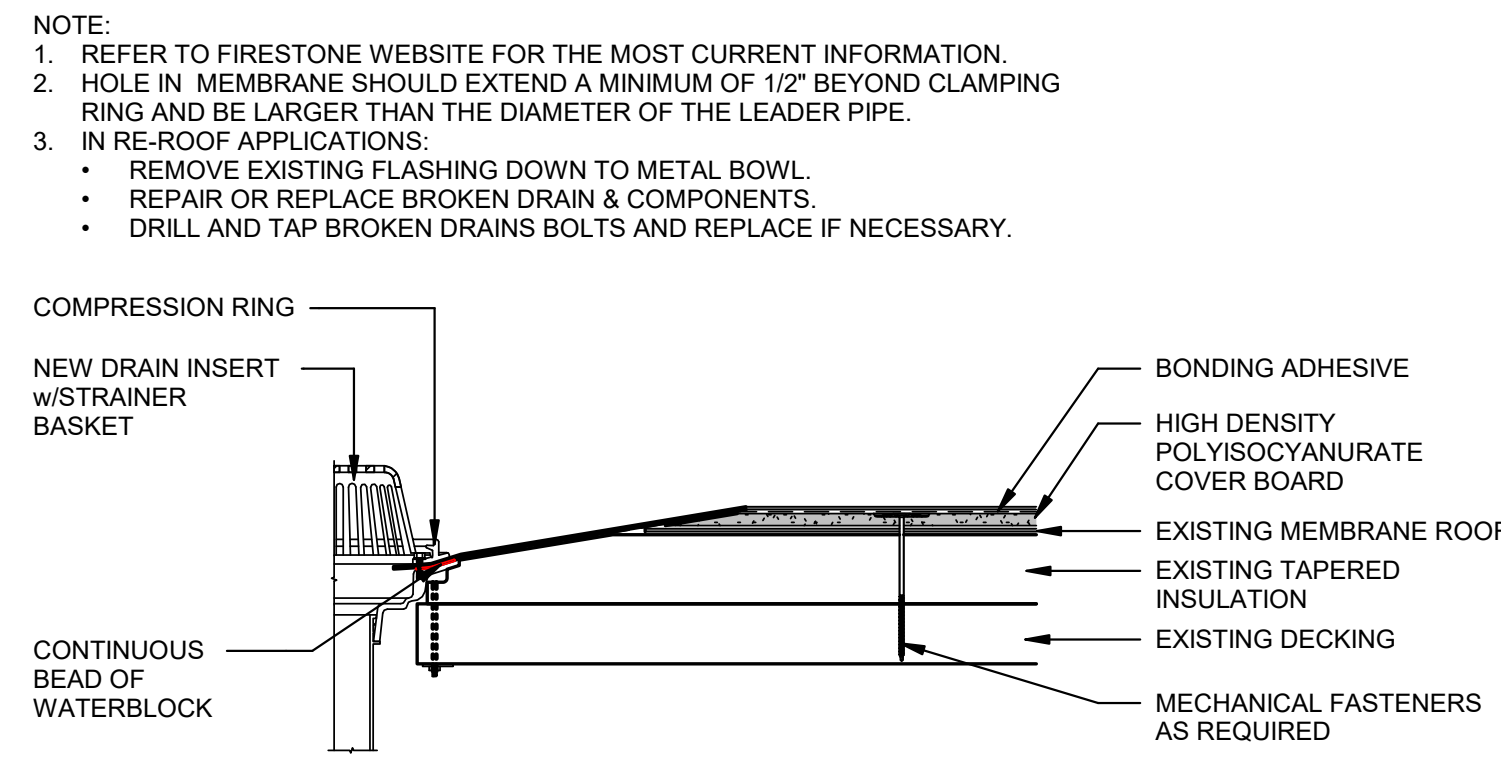
- STANDARD DETAIL NOTES:**
1. BASIS OF DESIGN DETAILS SHOWN APPLICABLE TO FIRESTONE ULTRAPLY TPO ROOF SYSTEMS AND ACCESSORIES.
  2. STANDARD DETAILS INDICATE TYPICAL CONDITIONS FOR PROJECTS OF SIMILAR SCOPE AND SIZE. CONTRACTOR TO FIELD VERIFY ACTUAL CONDITIONS AND COORDINATE WITH MANUFACTURER AS REQUIRED TO PROVIDE COMPLETE WATERTIGHT SYSTEM AND WARRANTY AS SPECIFIED.
  3. CONTRACTOR TO PROVIDE AS PART OF THE SUBMITTAL PROCESS REVISED & CURRENT MANUFACTURER'S DETAILS AND INSTALLATION PROCEDURES FOR PROPOSED PRODUCTS AND SPECIFIC TO THIS PROJECT FOR REVIEW & APPROVAL BY THE ARCHITECT.



7 | STANDARD DETAILS  
1 1/2" = 1'-0"

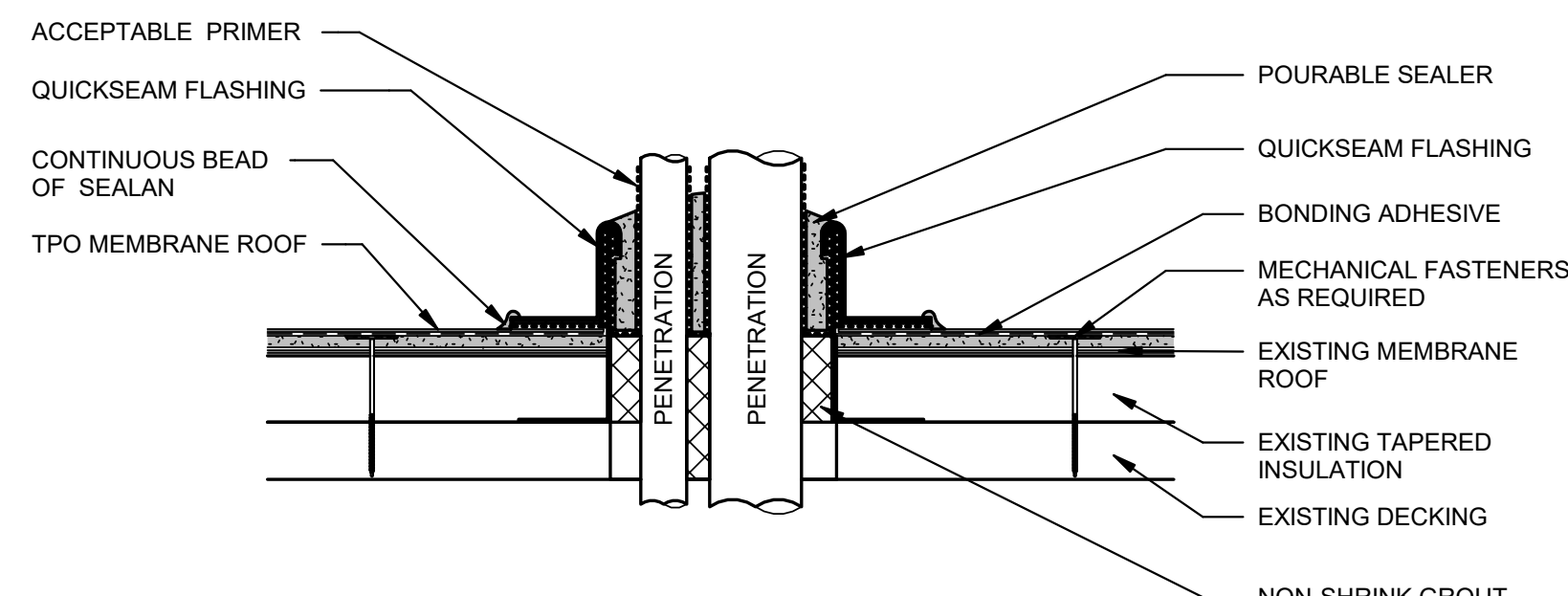


8 | STANDARD DETAILS  
1 1/2" = 1'-0"



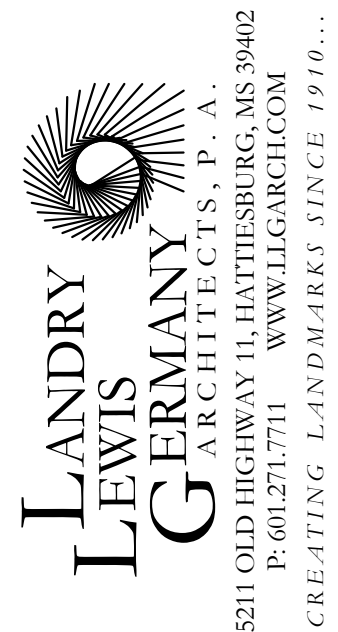
10 | STANDARD DETAILS  
1 1/2" = 1'-0"

- NOTE:**
1. REMOVE ALL EXISTING FLASHING, LEAD, ETC. PIPE SURFACE MUST BE FREE OF ALL RUST, GREASE, INSULATION, ETC.
  2. FIRESTONE POURABLE SEALER MOUNDED TO SHED WATER (MINIMUM DEPTH OF 2"), REMAINDER OF POCKET MAY BE FILLED WITH A NON-SHRINKING GROUT.
  3. DO NOT USE OVER EXISTING PENETRATION POCKETS.
  4. WHEN OUTSIDE DIAMETER OF THE PIPE EXCEEDS 18" ADDITIONAL FIELD MEMBRANE SECUREMENT REQUIRED, REFER TO APPROPRIATE BASE TIE-IN DETAILS.
  5. PRIME PENETRATIONS AND INSIDE OF POCKET BEFORE INSTALLING SEALER.



12 | STANDARD DETAILS  
1 1/2" = 1'-0"

DRAWN	
JH	
CHECKED	
SG	
FINAL DATE	
10.23.2020	
REVISION SCHEDULE	
REV #	REV DATE



SHEET TITLE  
DETAILS

PROJECT  
HATTIESBURG AMERICAN RE-ROOF  
PHASE II

CITY OF HATTIESBURG  
HATTIESBURG, MISSISSIPPI



CN20-3788

SHEET NUMBER

A1.2



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:**

**cc:**

**Date:** Tuesday, November 3, 2020

**Re:** Approve publication of Notice re-scheduling a Public Hearing to hear public comment on the Motor Vehicle Assessment Schedule for the City of Hattiesburg for the Fiscal Year beginning October 1,2020 and ending September 30,2021.  
File Number: 2020-772  
Minute Book #

---

## Summary

Approve publication of Notice re-scheduling a Public Hearing to hear public comment on the Motor Vehicle Assessment Schedule for the City of Hattiesburg for the Fiscal Year beginning October 1,2020 and ending September 30,2021.

## Recommendation Statement

Please place this on the November 3, 2020 City Council meeting for consideration.

**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 December 7, 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 3rd day of November, 2020.

---

KERMAS EATON, CITY CLERK



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:** Lamar Rutland

**cc:**

**Date:** Tuesday, November 3, 2020

**Re:** Approve Plans and Specifications for Sullivan Park Splash Pad and authorize advertisement for bids.  
File Number: 2020-774  
Minute Book #

---

## Summary

Approve Plans and Specifications for Sullivan Park Splash Pad and authorize advertisement for bids.

## Recommendation Statement

I recommend approval of this item.

Please place this on the November 3, 2020 City Council meeting for consideration.



## ADVERTISEMENT FOR BIDS

Sealed bids will be received by the **City of Hattiesburg** at the Hattiesburg City Council Chamber located at **200 Forrest Street, Hattiesburg, MS, 39401** until **10:00 a.m.** local time on **Thursday, December 10, 2020**, at which time all proposals will be opened and read aloud for:

**Sullivan Park Splash Pad (Rebid)**  
**Sullivan Park**  
**City of Hattiesburg**  
**Hattiesburg, Mississippi**

Due to COVID-19 concerns, bidders are only able to attend the bid opening remotely using the call-in information below.

Call in number           (877) 431-8639  
Conference code        9125072996

Bid documents may be obtained from [www.hattiesburgmsbids.com](http://www.hattiesburgmsbids.com). Electronic bids may be submitted at [www.hattiesburgmsbids.com](http://www.hattiesburgmsbids.com). For any questions regarding the electronic bidding process, please call Plan House at 662-407-0193. Bid preparation shall be in accordance with Instructions to Bidders bound in the Project Manual. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each bid must be received in a sealed envelope which is marked in the lower left-hand corner with the legend, **"Sullivan Park Splash Pad (Rebid)"**.

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities or irregularities therein.

**CITY OF HATTIESBURG, MISSISSIPPI**

BY: _____

TITLE: Kermas Eaton, City Clerk

**Publish on Wednesday, November 4, 2020 & Wednesday, November 11, 2020**

**Return Proof to:**

Neel-Schaffer, Inc.  
Attn: Jennifer Nobles  
P O Box 1487  
Hattiesburg, MS 39403-1487

**Publish in Hattiesburg American & Clarion Ledger**

# SULLIVAN PARK SPLASH PAD (REBID)

## CITY OF HATTIESBURG

### HATTIESBURG, MISSISSIPPI

### FORREST COUNTY

#### MAYOR

TOBY BARKER

#### CHIEF ADMINISTRATIVE OFFICER

ANN JONES

#### ENGINEERING DIRECTOR

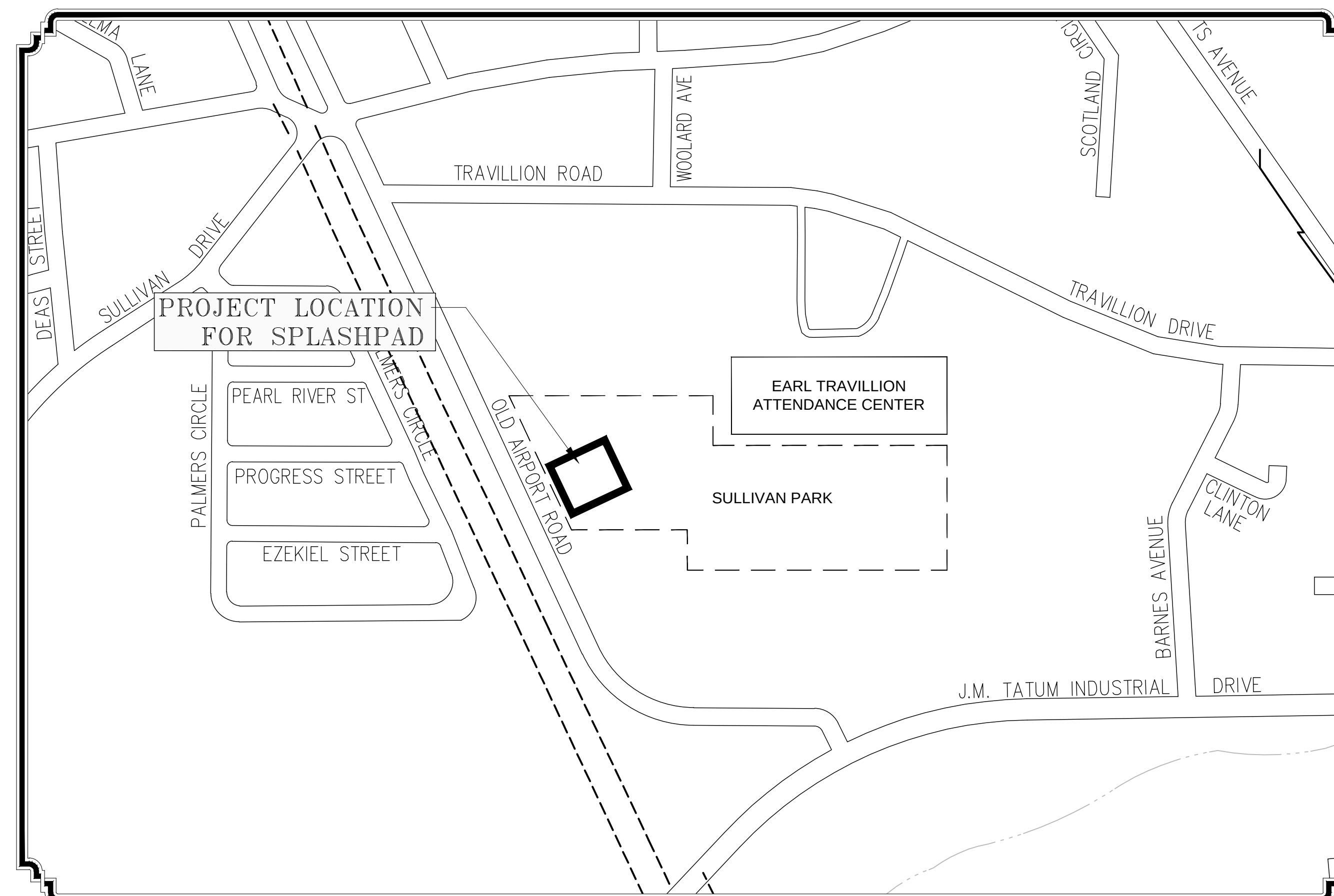
LAMAR RUTLAND, P.E.

#### COUNCIL MEMBERS

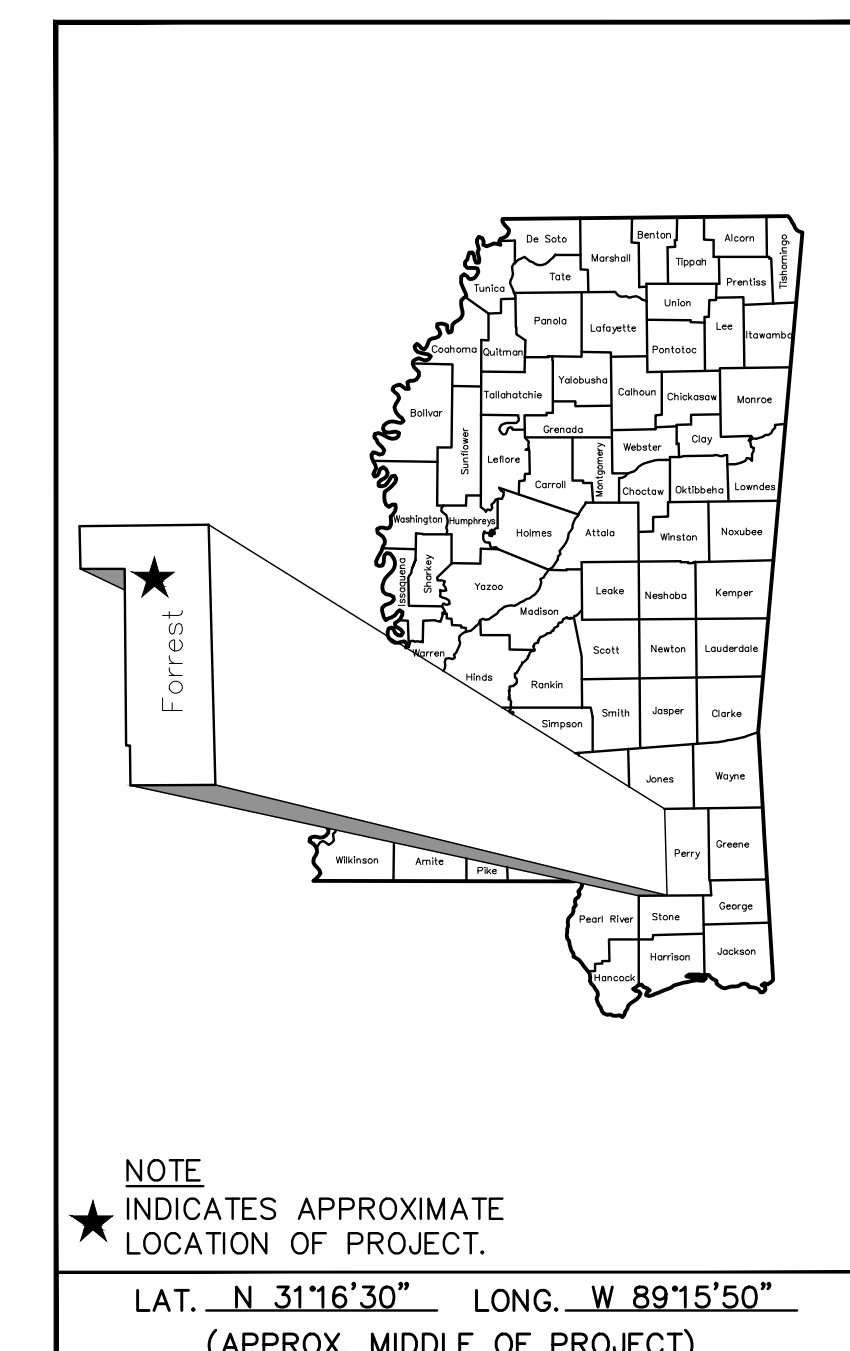
JEFFREY GEORGE	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
MARY DRYDEN	WARD 4
NICHOLAS BROWN	WARD 5

#### UTILITIES

CITY OF HATTIESBURG  
MISSISSIPPI POWER  
AT&T  
WILLMUT GAS  
COMCAST CABLE



VICINITY MAP  
PROJECT LOCATION



PREPARED BY :



Russell Bryan, ASLA  
MISSISSIPPI LICENSE NO. 518



GENERAL NOTES

1. THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION, AS AMENDED, SHALL BE THE STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF THIS PROJECT UNLESS OTHERWISE INDICATED OR AMENDED IN THE SPECIAL PROVISIONS.
2. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.
3. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, BRIDGES, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. EXTREME CARE SHOULD BE EXERCISED IN UNDERCUT AREAS AND THE UNDERCUT DEPTH MAY BE ADJUSTED AT CROSS DRAINS, AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.
5. WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING, OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE PRICE BID FOR CONTRACT ITEMS.
6. VOIDS CREATED BY THE REMOVAL OF POSTS, CONCRETE ANCHORS, FOOTINGS, ETC., SHALL BE BACKFILLED AND TAMPED IN ACCORDANCE WITH SECTION 203 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (COST ABSORBED).
7. PRIOR TO EXCAVATION AND EMBANKMENT CONSTRUCTION, ALL TOPSOIL SHALL BE STRIPPED AND STOCKPILED. AFTER COMPLETION OF EXCAVATION AND EMBANKMENT CONSTRUCTION, ALL SLOPES SHALL BE UNIFORMLY PLATED WITH THE STOCKPILED TOPSOIL. THE COST OF STRIPPING, STOCKPILING, PLACING AND SPREADING OF TOPSOIL IS TO BE INCLUDED IN OTHER ITEMS OF WORK.
8. SOME WORK MAY BE REQUIRED OUTSIDE THE PROJECT LIMITS BEYOND THE PROJECT LIMITS. NO ADDITIONAL COMPENSATION WILL BE MADE FOR SUCH WORK EXCEPT AS PROVIDED BY SPECIFIC PAY ITEMS SHOWN ON THE PLANS.
9. ALL RAISED OBJECTS SHALL BE PLACED A MINIMUM OF 2 FEET BEHIND THE FACE OF CURB.
10. CONTRACTOR SHALL COORDINATE WITH THE APPROPRIATE UTILITY COMPANY IN ADVANCE OF ALL ELECTRICAL CONNECTIONS.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
12. THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO PARK RESTROOM AND PARKING LOT AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO THE CITY OF HATTIESBURG 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.
13. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER SUB-CONTRACTOR'S TO FACILITATE TIE-INS TO OTHER CONTRACTOR'S WORK, WHERE FEASIBLE AND PRACTICABLE.
14. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE VERIFICATION, PROTECTION, AND RELOCATION OF BENCHMARKS DURING CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE MADE FOR RELOCATION OF BENCHMARKS.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR RESETTING ANY SIGNS THAT ARE IN DIRECT CONFLICT WITH CONSTRUCTION IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION (COST ABSORBED).
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES IF ANY UTILITY POLES NEED TO BE SUPPORTED DURING CONSTRUCTION (COST ABSORBED).
17. THE CONTRACTOR SHALL REPAIR FENCES, RETAINING WALLS, GATES, SODDING, LANDSCAPING, ETC. DAMAGED DURING OVERALL CONSTRUCTION (COST ABSORBED).
18. THE EROSION CONTROL DEVICES REFERENCED IN THESE PLANS ARE A MINIMUM RESPONSIBILITY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE RIGHT OF WAY OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN PRIOR TO COMMENCEMENT OF WORK AND MAINTAIN THE PLAN DURING CONSTRUCTION.

DESCRIPTION OF SHEET

TITLE SHEET ( 1 )

DETAILED INDEX & GENERAL NOTES ( 1 )

INDEX & GENERAL NOTES

SITE PLAN SHEETS ( 5 )

OVERALL SITE PLAN

DIMENSIONED SITE PLAN

SURFACE PLAN

GRADING & DRAINAGE PLAN

UTILITY PLAN

SPECIAL DESIGN SHEETS ( 18 )

TYPICAL DETAILS

FEATURE DETAILS – SHEET 1

FEATURE DETAILS – SHEET 2

FEATURE DETAILS – SHEET 3

MECHANICAL DETAILS – SHEET 1

MECHANICAL DETAILS – SHEET 2

MECHANICAL DETAILS – SHEET 3

MECHANICAL DETAILS – SHEET 4

MECHANICAL DETAILS – SHEET 5

ELECTRICAL LAYOUT & SCHEDULE

ELECTRICAL CONTROL PANEL ENCLOSURE

DETAILS OF SILT FENCE INSTALLATION

INLET PROTECTION DETAILS OF SAND BAG

TOTAL NUMBER OF SHEETS ( 20 )

WKG. NO. SHT. NO.

1

GN-1

2

PLN-1

3

PLN-2

4

PLN-3

5

WKG-1

6

WKG-2

7

DET-1

8

DET-2

9

DET-3

10

DET-4

11

DET-5

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DET-7

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DET-8

15

DET-9

16

ESP-1

17

ESP-2

18

SW-1

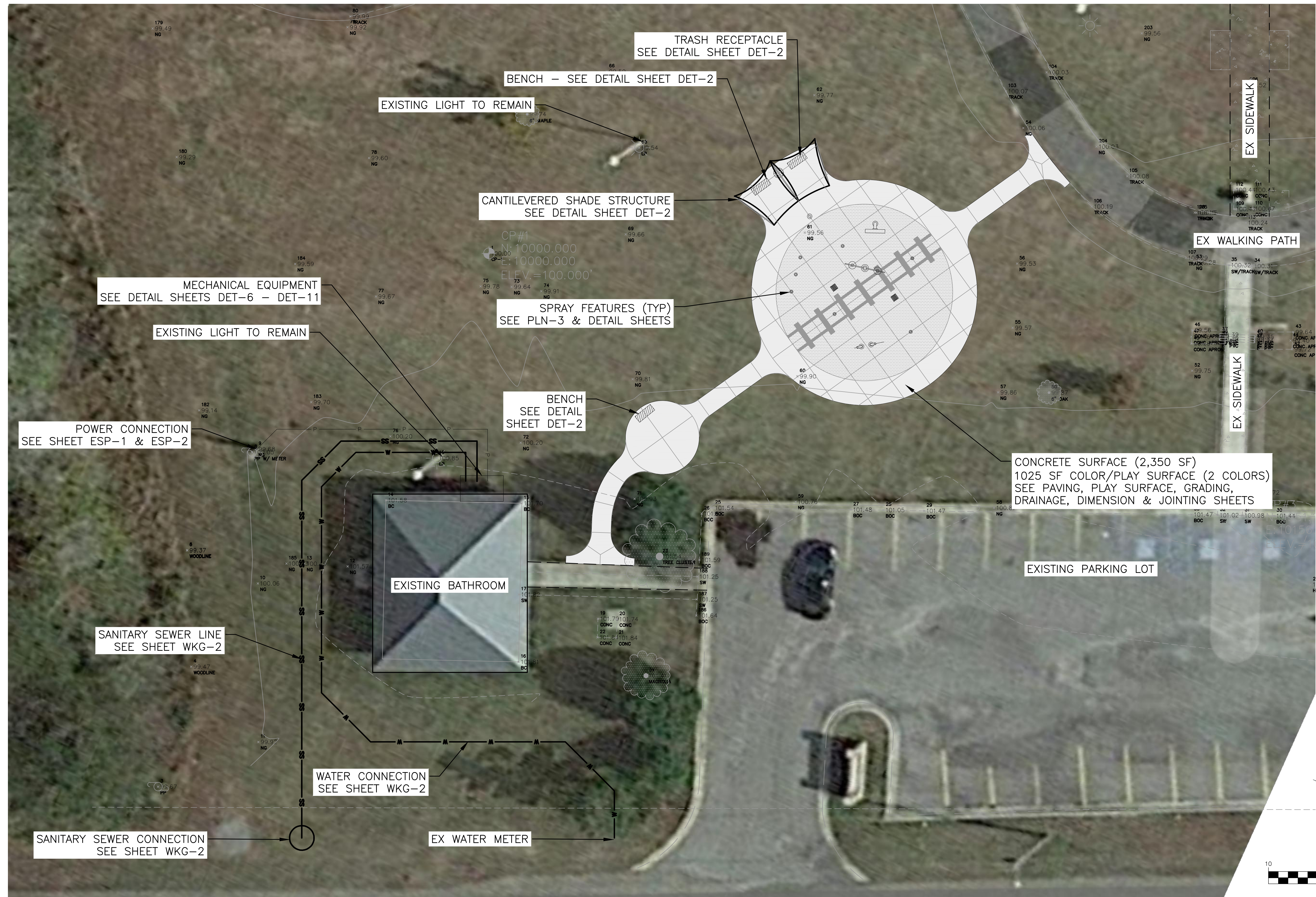
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SW-2

20

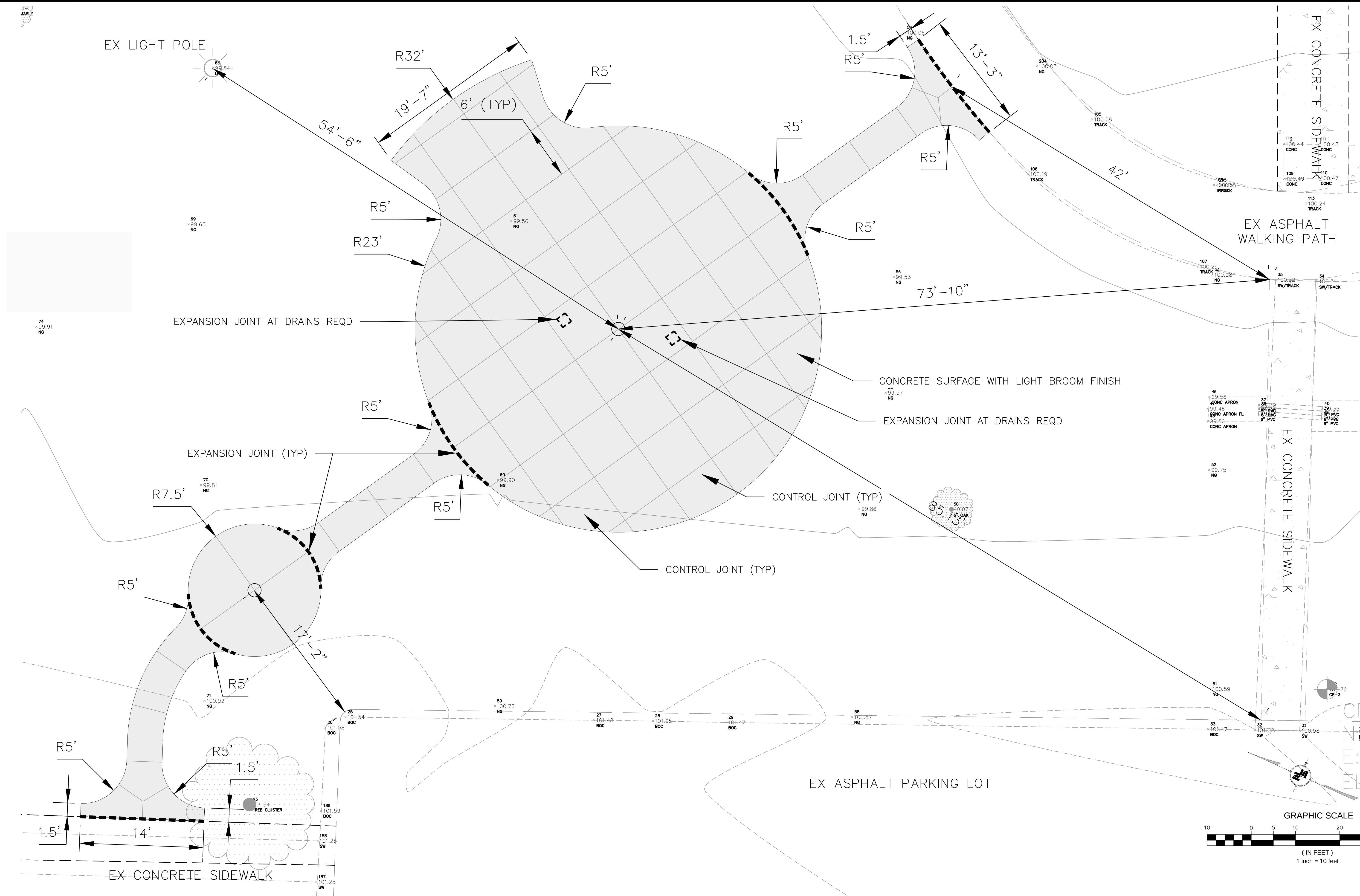
NOTICE TO DRAWING HOLDER   NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		SULLIVAN PARK SPLASH PAD (REBID)		 NEEL-SCHAFFER  Solutions you can build upon	INDEX AND GENERAL NOTES	
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					SCALE: NA					
					SURVEYED BY: NEEL-SCHAFFER INC.					
					DSGN: RPB DATE: 10/2020					
					DRWN: RPB DATE: 10/2020					
					CHKD: RPB DATE: 10/2020	CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			GN-1	2
					QA/QC: X DATE: X					





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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.15629.001				WORKING NUMBER:	DRAWING NUMBER:
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					DSGN: RPB DATE: 10/2020					
					DRWN: RPB DATE: 10/2020					
					CHKD: RPB DATE: 10/2020				PLN-1	3
					QA/QC: X DATE: X					





#### NOTICE TO DRAWING HOLDER

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REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	

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FILENAME: 15629_MASTER.DWG	
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SURVEYED BY: NEEL-SCHAFFER INC.	
DSGN: RPB	DATE: 10/2020
DRWN: RPB	DATE: 10/2020
CHKD: RPB	DATE: 10/2020
QA/QC: X	DATE: X

SULLIVAN PARK SPLASH PAD (REBID)

CITY OF HATTIESBURG  
FORREST COUNTY, MISSISSIPPI



DIMENSIONED SITE PLAN

WORKING NUMBER:

PLN-2

DRAWING NUMBER:

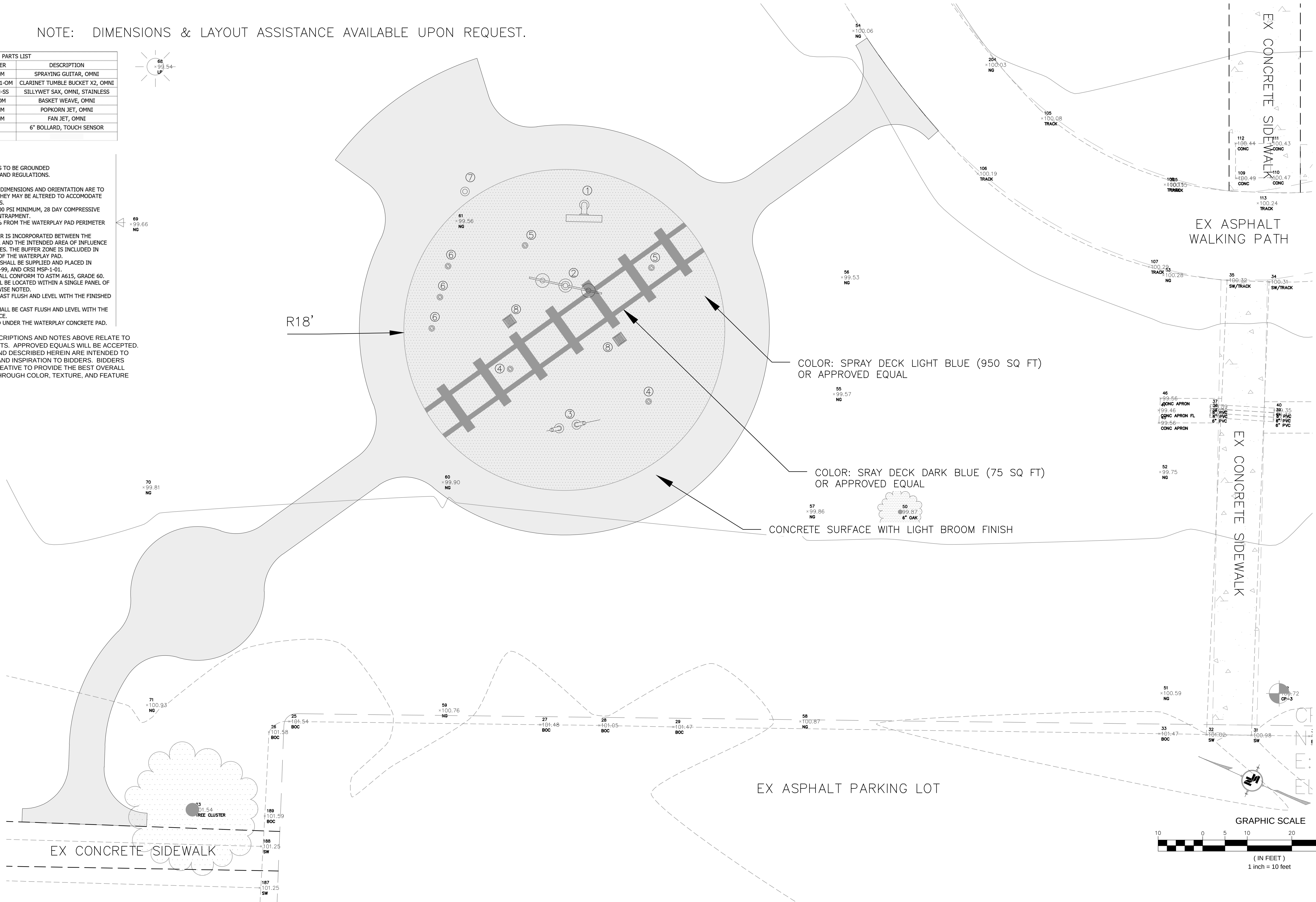
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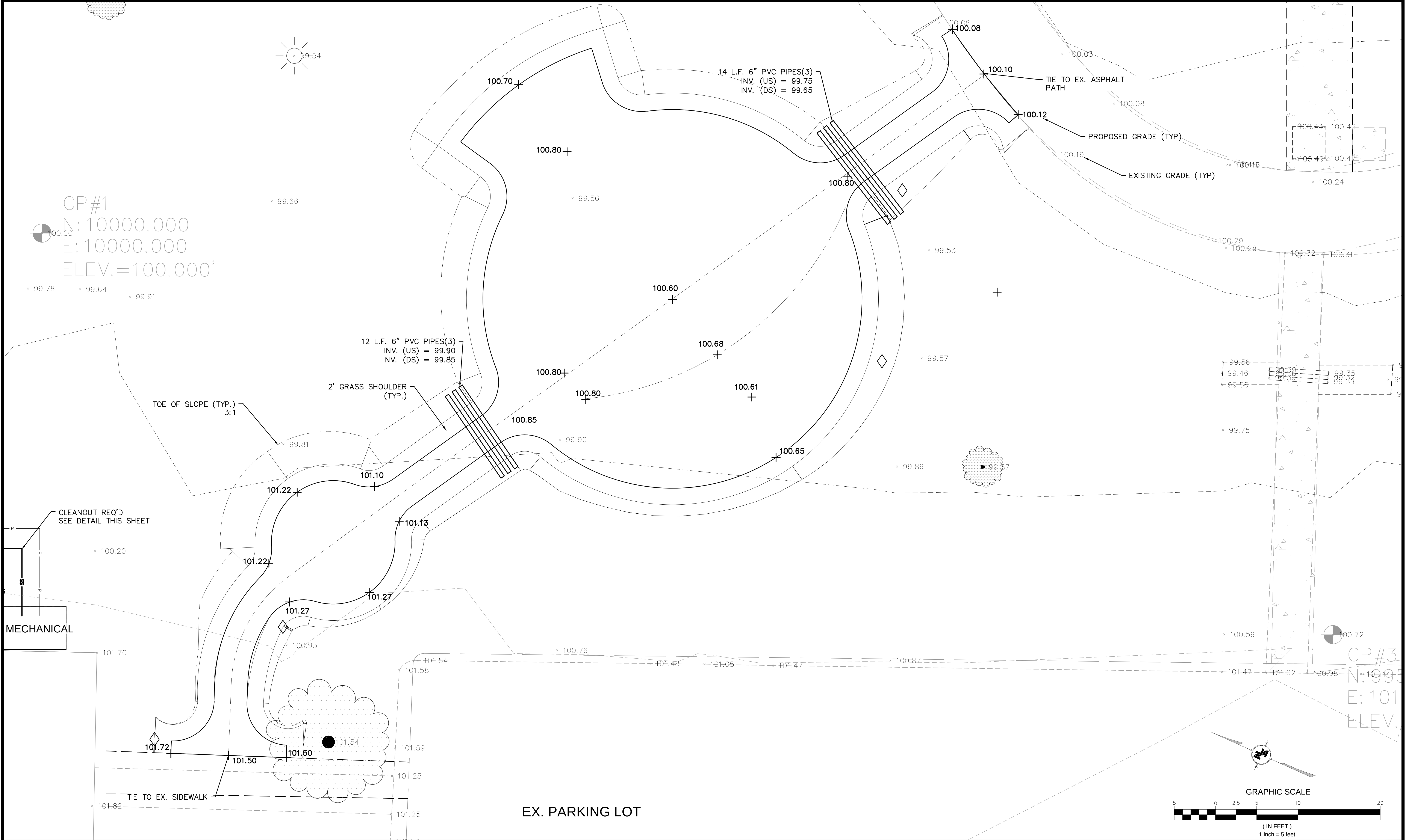
NOTE: DIMENSIONS & LAYOUT ASSISTANCE AVAILABLE UPON REQUEST.

PARTS LIST			
ITEM	QTY	PART NUMBER	DESCRIPTION
1	1	GITE-002-OM	SPRAYING GUITAR, OMNI
2	1	TMBL-CLAR-001-OM	CLARINET TUMBLE BUCKET X2, OMNI
3	1	SLSX-001-OM-SS	SILLYWET SAX, OMNI, STAINLESS
4	2	BSWV-001-OM	BASKET WEAVE, OMNI
5	2	PKJT-003-OM	POPKORN JET, OMNI
6	3	FNUT-003-OM	FAN JET, OMNI
7	1	BOL-005	6" BOLLARD, TOUCH SENSOR
8	2	DRAIN	

- PLEASE NOTE:  
ALL STAINLESS STEEL FEATURES TO BE GROUNDED  
AND BONDED PER LOCAL CODE AND REGULATIONS.
- CONCRETE -
- 1 - WATERPLAY CONCRETE PAD DIMENSIONS AND ORIENTATION ARE TO BE USED AS A REFERENCE. THEY MAY BE ALTERED TO ACCOMMODATE EXISTING FIELD CONDITIONS.
  - 2 - ALL CONCRETE SHALL BE 3000 PSI MINIMUM, 28 DAY COMPRESSIVE STRENGTH, WITH 6% AIR ENTRAPMENT.
  - 3 - GRADE SHALL BE SLOPED 2% FROM THE WATERPLAY PAD PERIMETER TO THE MAIN DRAINS.
  - 4 - A 5 FOOT OVERSPRAY BUFFER IS INCORPORATED BETWEEN THE WATERPLAY PAD PERIMETER AND THE INTENDED AREA OF INFLUENCE OF THE WATERPLAY FEATURES. THE BUFFER ZONE IS INCLUDED IN THE OVERALL DIMENSIONS OF THE WATERPLAY PAD.
  - 5 - ALL REINFORCEMENT STEEL SHALL BE SUPPLIED AND PLACED IN ACCORDANCE WITH ACI 318-99, AND CRSI MSP-1-01.
  - 6 - ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60.
  - 7 - EACH WATER FEATURE SHALL BE LOCATED WITHIN A SINGLE PANEL OF CONCRETE, UNLESS OTHERWISE NOTED.
  - 8 - OMNIPOD COVER MUST BE CAST FLUSH AND LEVEL WITH THE FINISHED CONCRETE SURFACE.
  - 9 - SURFACE SPRAY NOZZLES SHALL BE CAST FLUSH AND LEVEL WITH THE FINISHED CONCRETE SURFACE.
  - 10 - EARTHFORMS MAY BE USED UNDER THE WATERPLAY CONCRETE PAD.
11. PART NUMBERS, DESCRIPTIONS AND NOTES ABOVE RELATE TO WATERPLAY PRODUCTS. APPROVED EQUALS WILL BE ACCEPTED.
  12. ELEMENTS SHOWN AND DESCRIBED HEREIN ARE INTENDED TO PROVIDE GUIDANCE AND INSPIRATION TO BIDDERS. BIDDERS ARE ASKED TO BE CREATIVE TO PROVIDE THE BEST OVERALL USER EXPERIENCE THROUGH COLOR, TEXTURE, AND FEATURE FORM / FUNCTION.

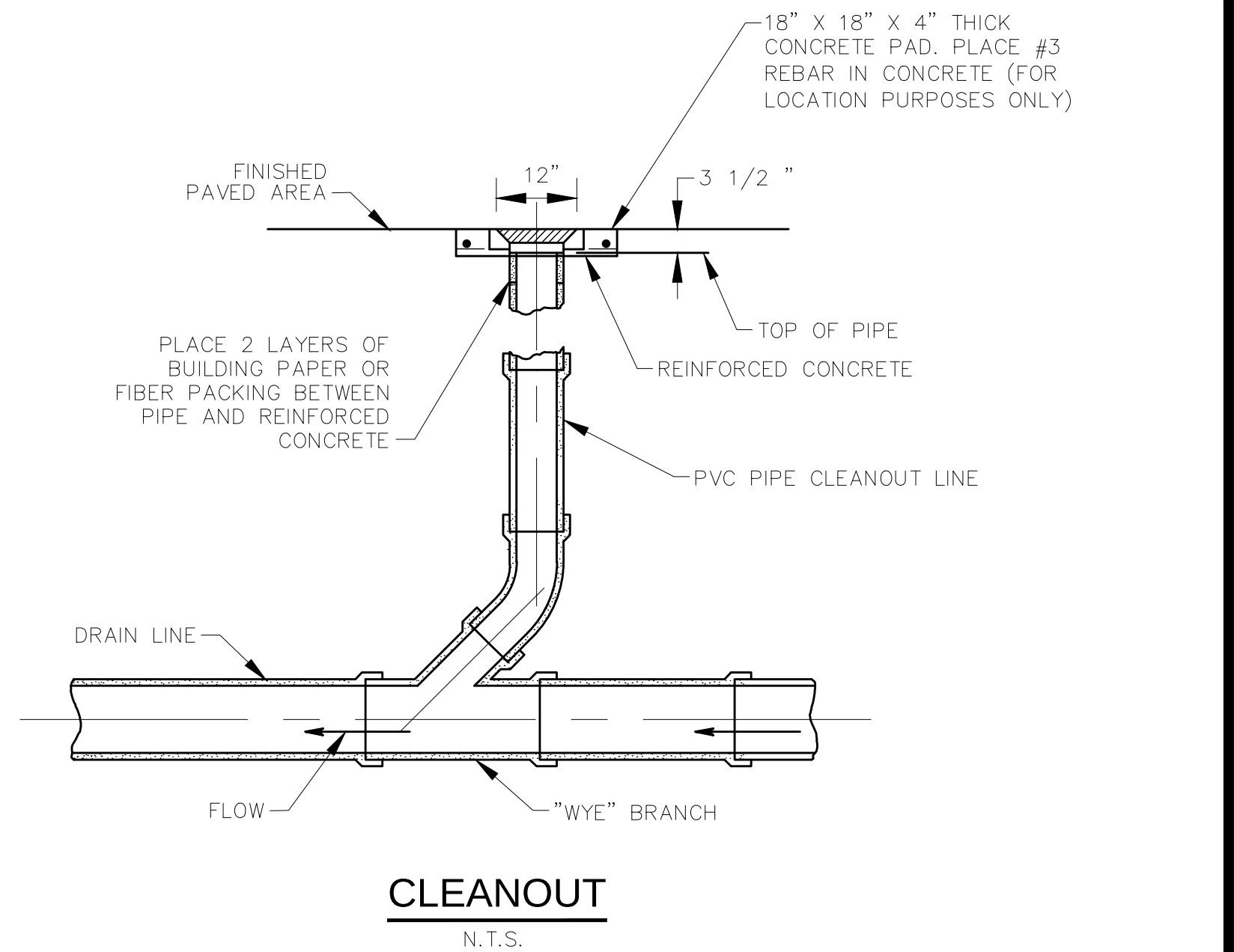
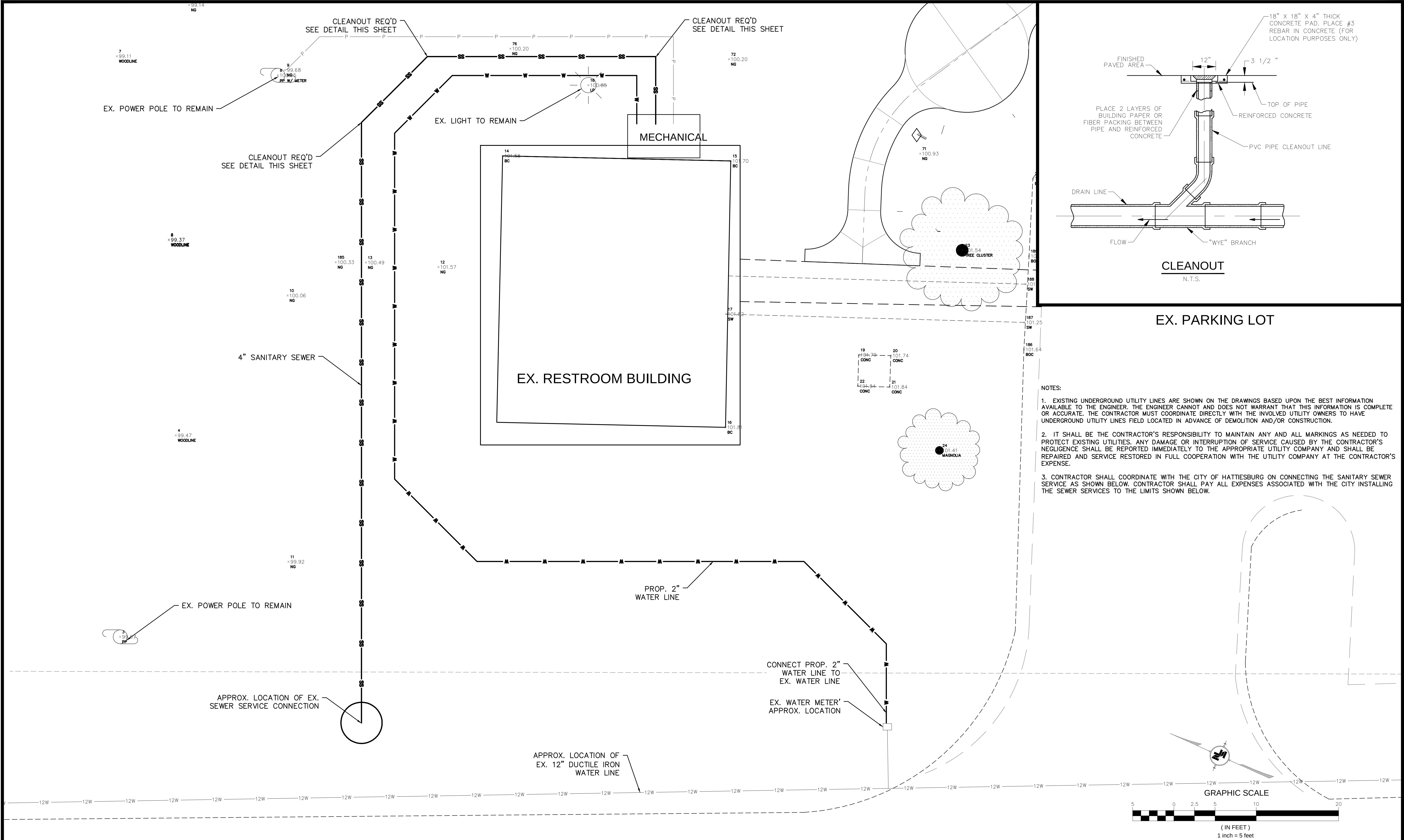






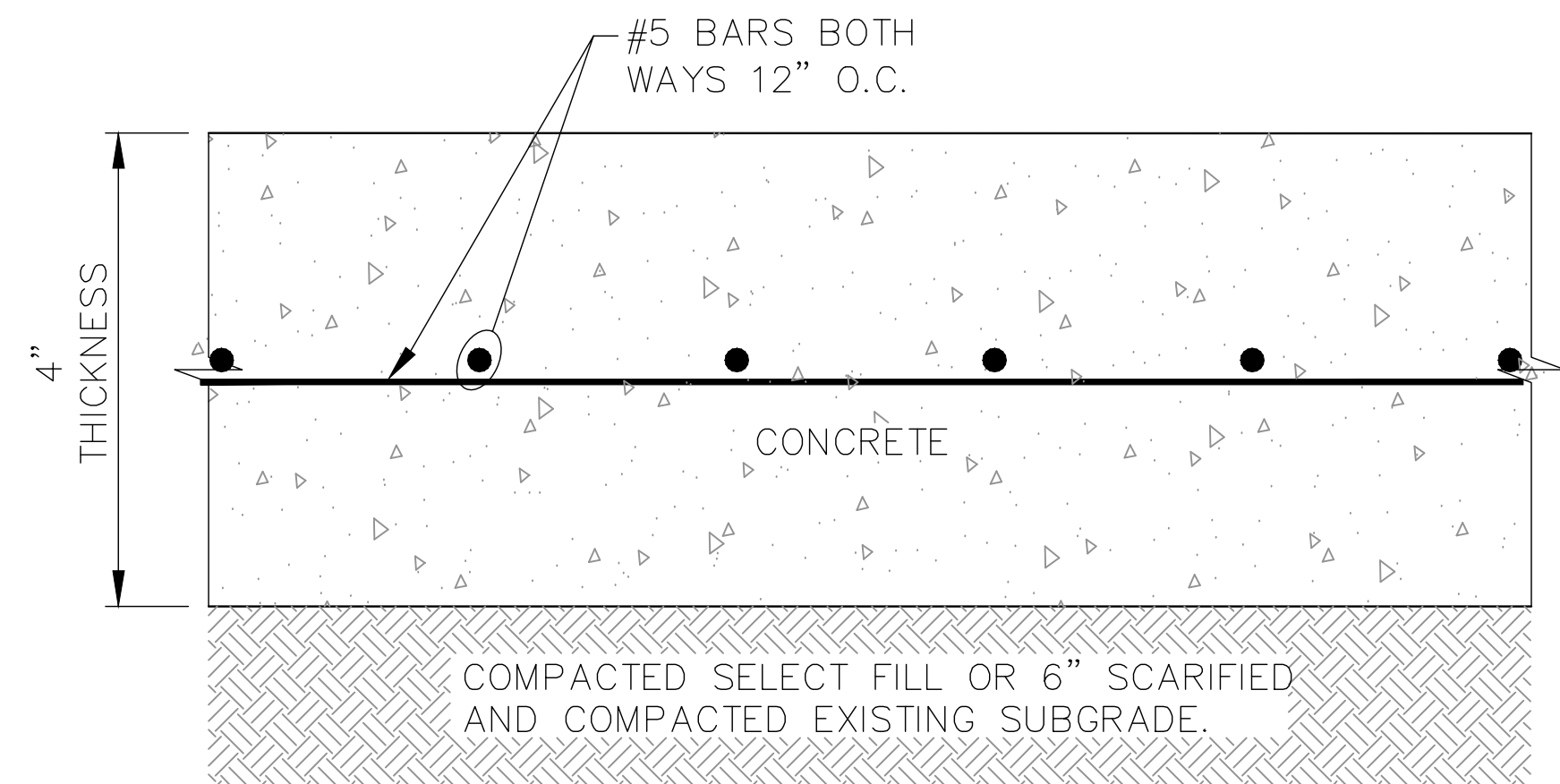
<b>NOTICE TO DRAWING HOLDER</b> NEEL-SCHAFFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		SULLIVAN PARK SPLASH PAD  CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI		GRADING & DRAINAGE PLAN	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 15629.000			WORKING NUMBER:	DRAWING NUMBER:
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					SCALE: 1" = 5'				
					SURVEYED BY: NEEL-SCHAFFER INC.				
					DSGN: RPB	DATE: 10/2020			
					DRWN: GPC	DATE: 10/2020			
					CHKD: RPB	DATE: 10/2020			
					QA/QC:	DATE:			





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CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI										
									WORKING NUMBER: WKG-2	DRAWING NUMBER: 7

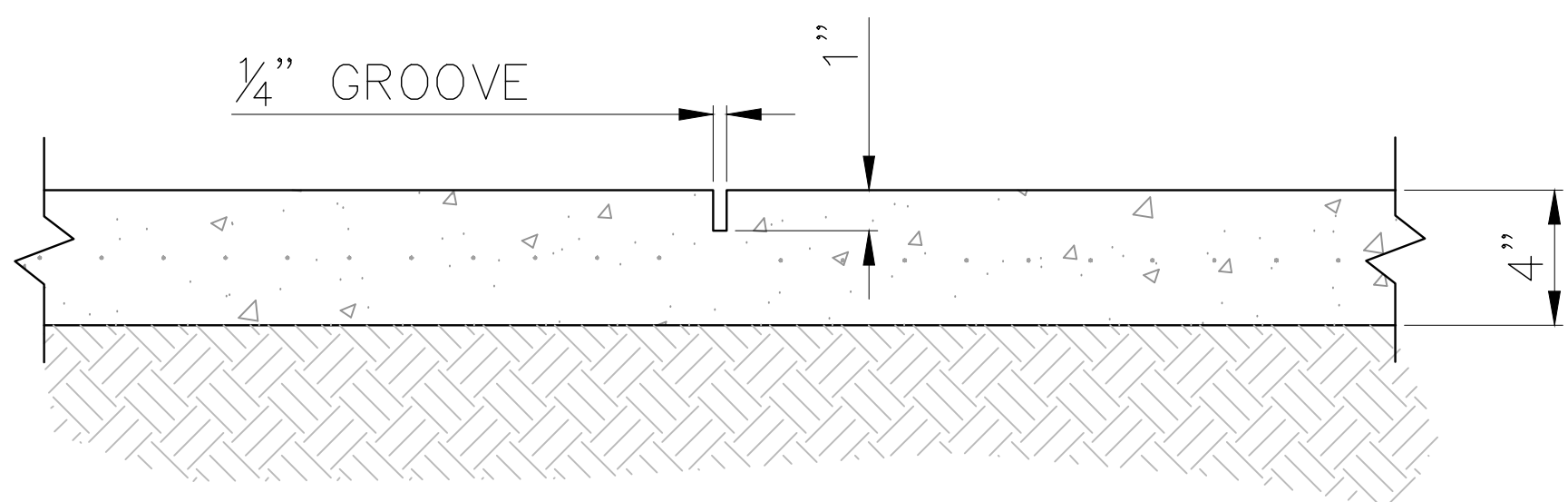




TYPICAL CONCRETE PAVEMENT SECTION

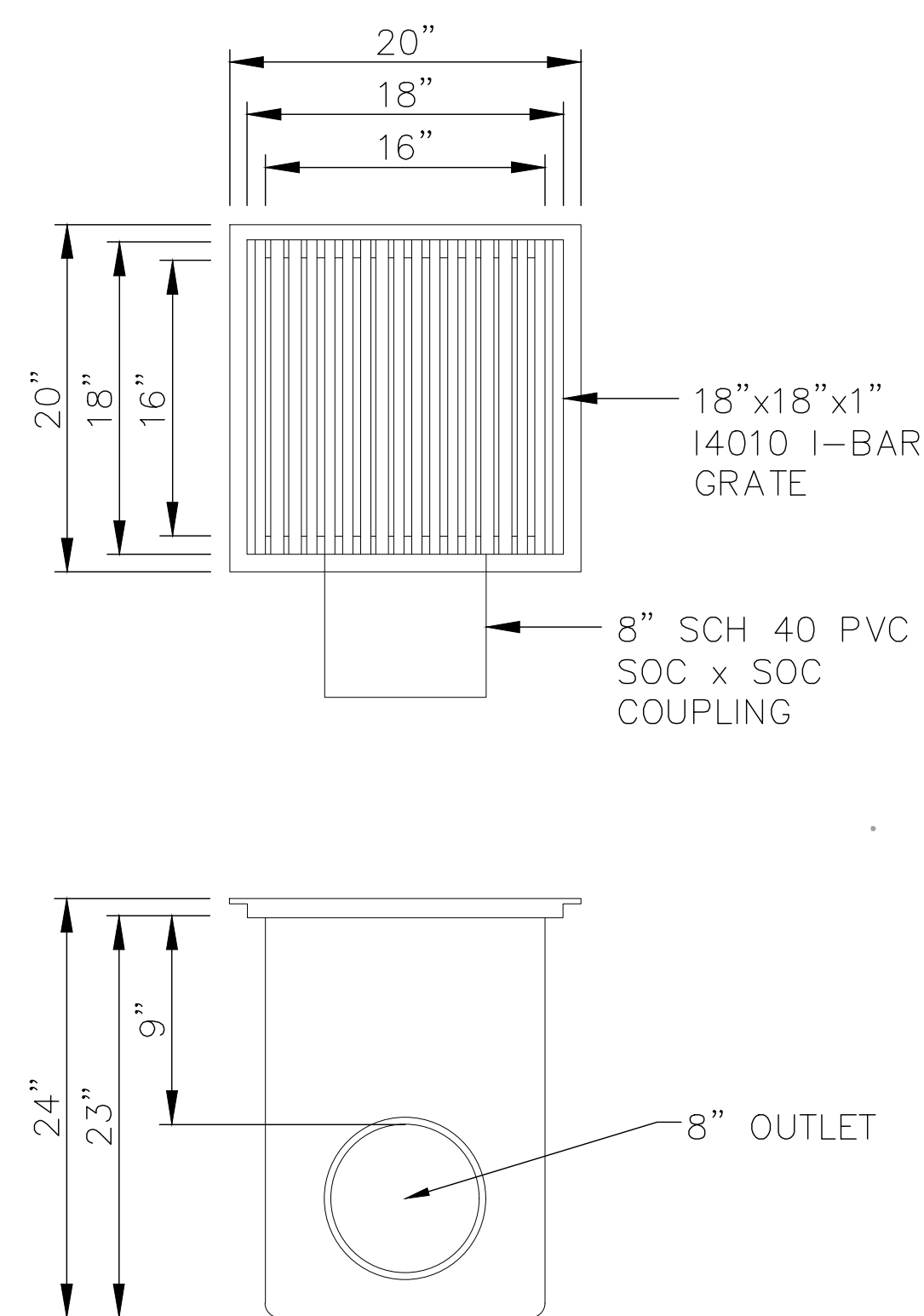
N.T.S.

NOTE:  
ALL CONCRETE 3000 psi.



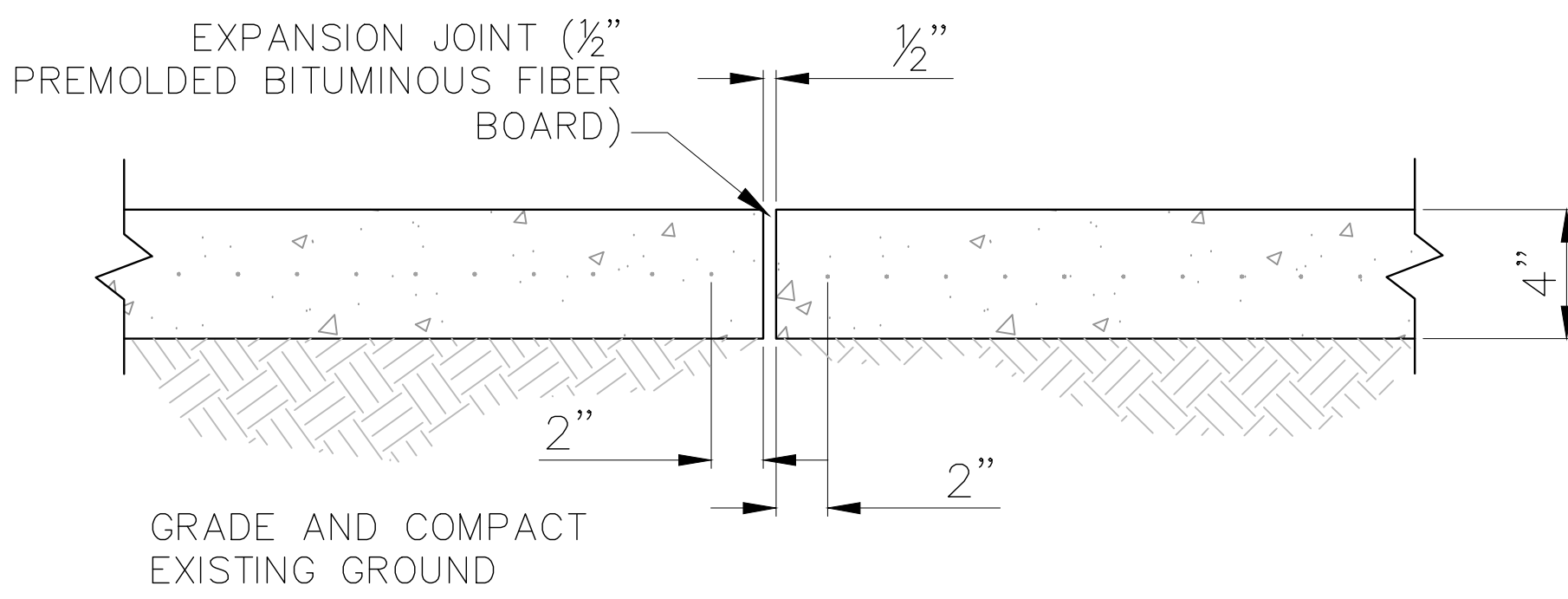
CONTROL JOINT DETAIL

N.T.S.



DRAIN INLET SECTION DETAIL

N.T.S.

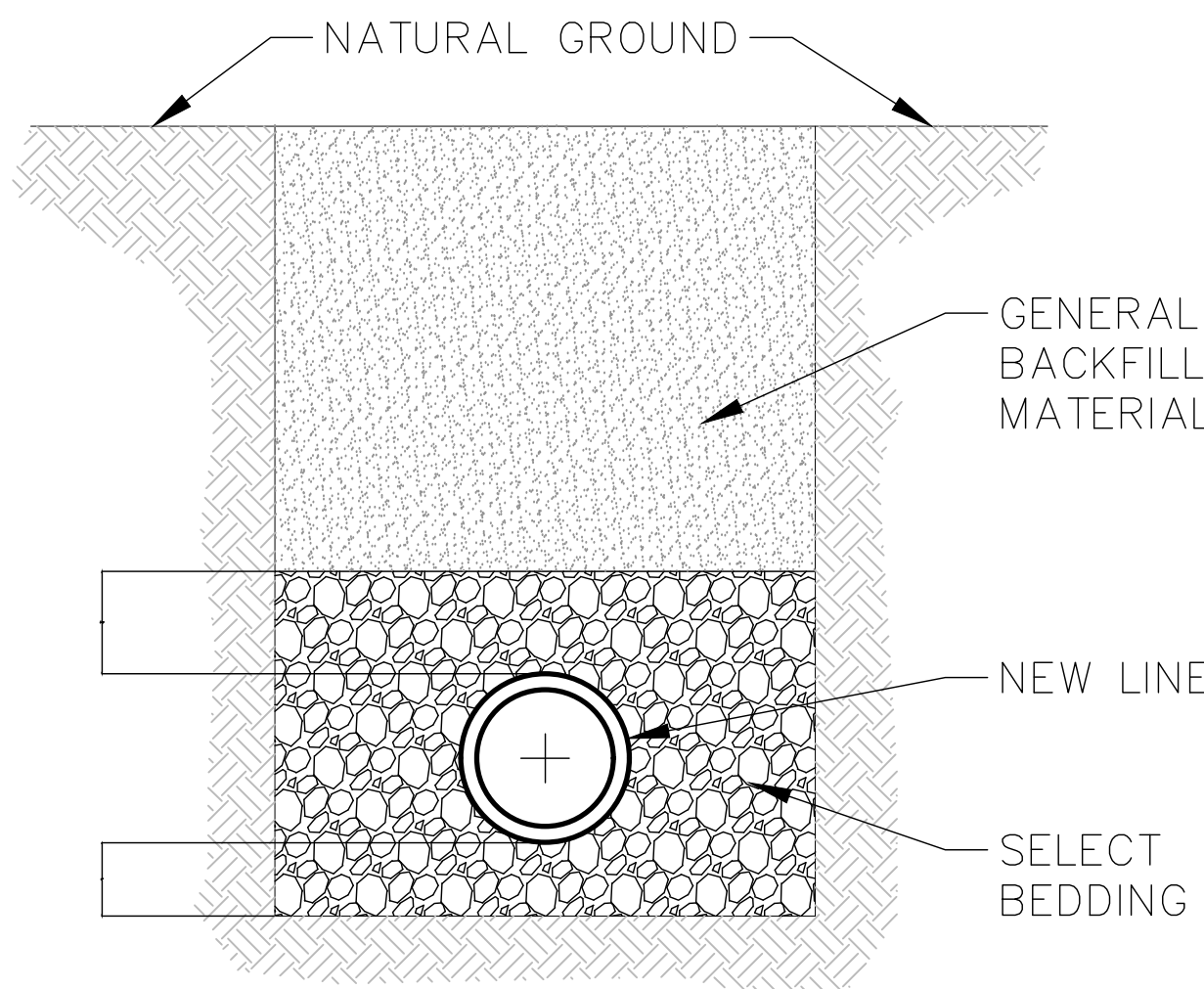


EXPANSION JOINT DETAIL

N.T.S.

SCHEDULE OF PIPE  
BEDDING WIDTHS

PIPE SIZE "D" (IN.)	MINIMUM TRENCH WIDTH "B" (FT.& IN.)	MINIMUM TRENCH WIDTH (FT.& IN.)
4	1'-10"	3'-0"
6	2'-0"	3'-6"
8	2'-2"	3'-6"
10	2'-4"	4'-0"
12	2'-6"	4'-0"
15	3'-0"	4'-0"
18	3'-0"	4'-0"

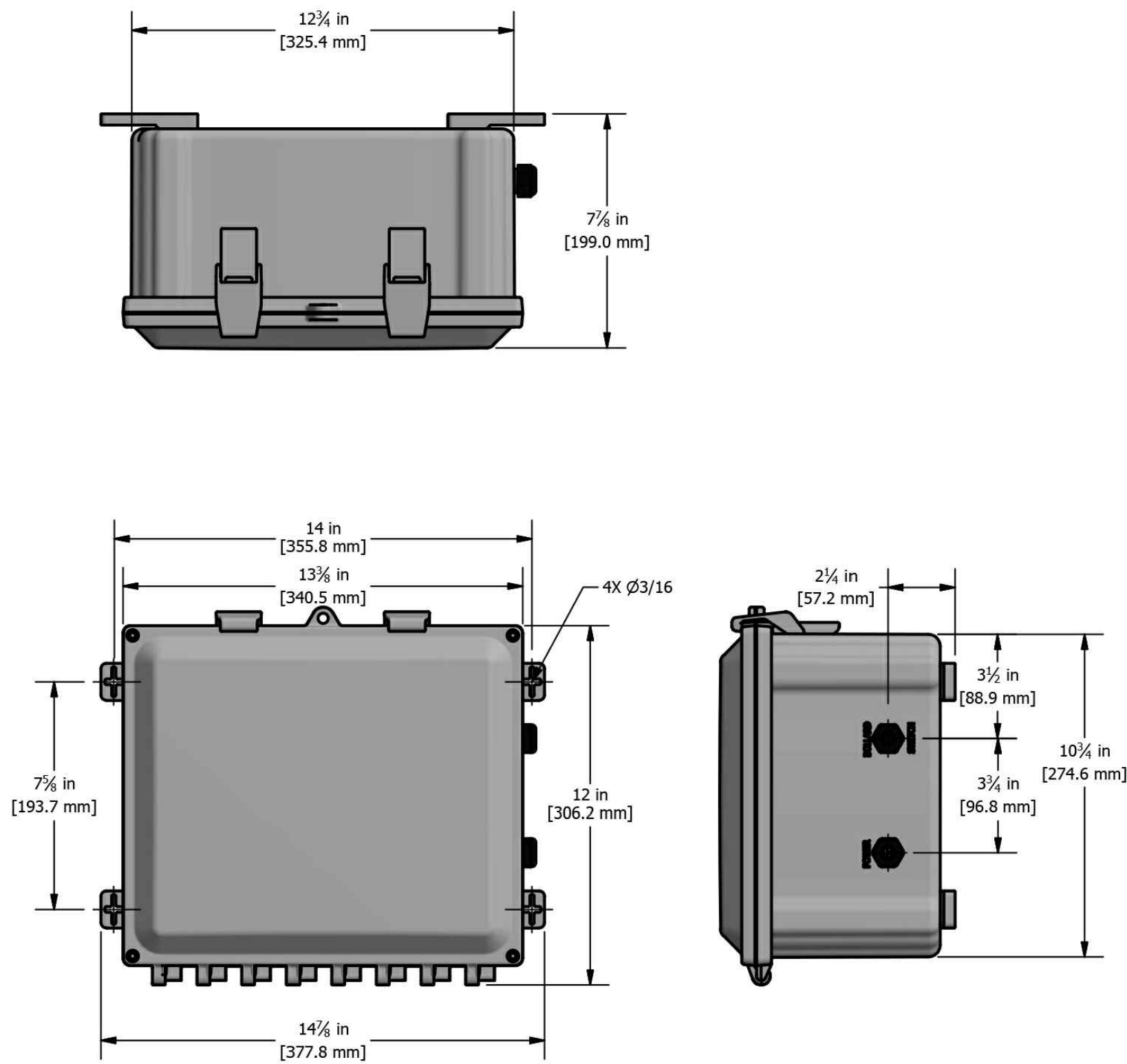


TYPICAL TRENCH DETAIL OUTSIDE PAVEMENT

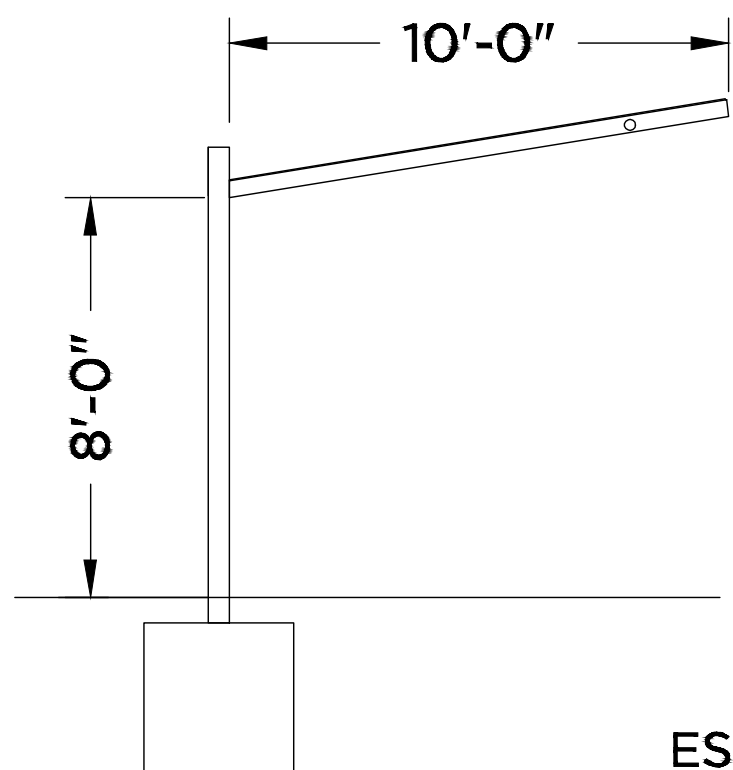
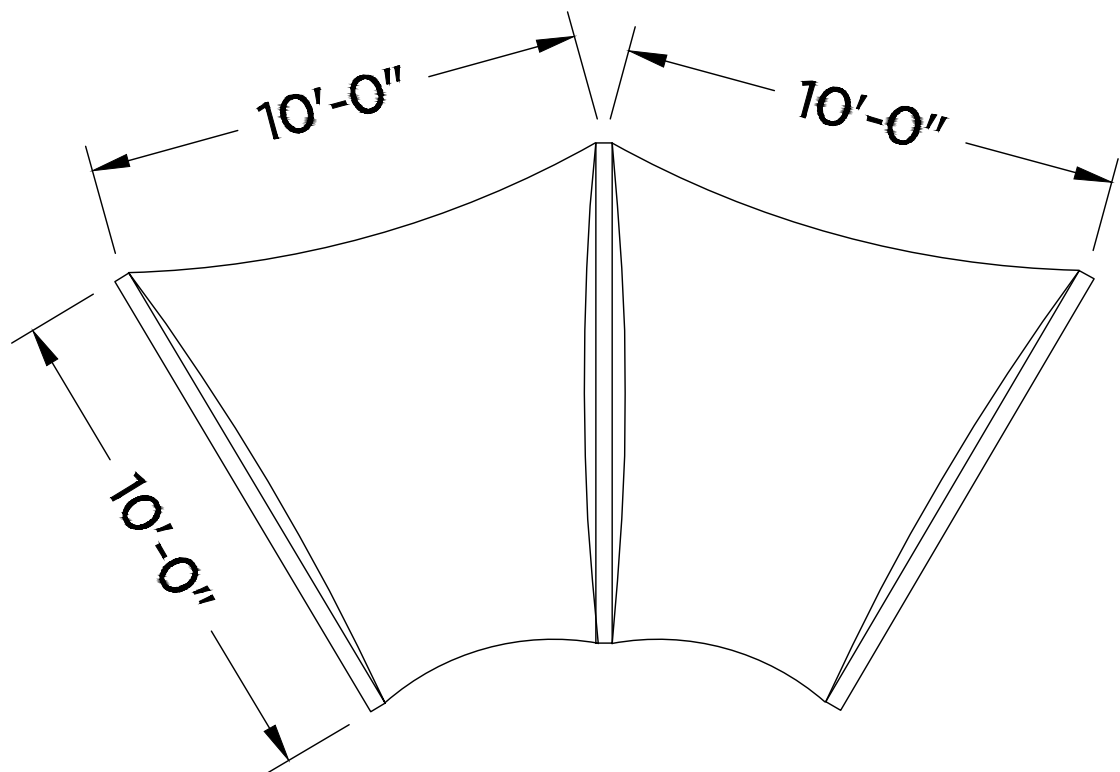
NOT TO SCALE

<b>NOTICE TO DRAWING HOLDER</b> 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		SULLIVAN PARK SPLASH PAD (REBID)  CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			TYPICAL DETAILS	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.15629.001				WORKING NUMBER:	
					FILENAME: 15629-SHEET 4.DWG				DRAWING NUMBER:	
					SCALE: N.T.S.					
					SURVEYED BY: NEEL-SCHAFFER INC.					
					DSGN: RPB DATE: 10/2020					
					DRWN: MBW DATE: 10/2020					
					CHKD: RPB DATE: 10/2020				DET-1	8
					QA/QC: DATE:					

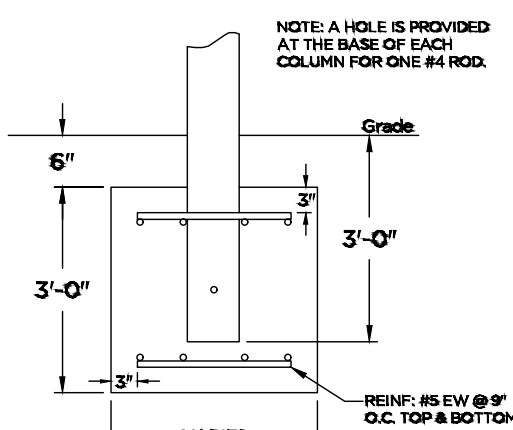




**TIMER PANEL DETAIL**  
NOT TO SCALE



**CANTILEVERED SHADE STRUCTURE DETAIL**  
NOT TO SCALE



**Footing Detail**

ESTIMATED FOOTINGS: 2.0' X 2.0' X 3'

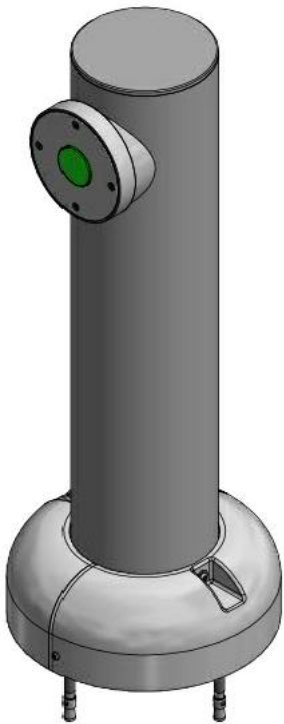
- NOTE:**
- #1 CONCRETE MUST BE LEVEL 2'-0" IN DIAMETER CENTERED ON THE CONDUIT.
  - #2 CONDUIT LINE TO BE STUBBED UP THROUGH THE CONCRETE AND FIELD CUT TO CONNECT THE FEATURE ACCORDINGLY.
  - #3 CONCRETE TO BE 6" MINIMUM THICKNESS OR PER LOCAL CODE.

**ELECTRICAL SPECIFICATIONS:**

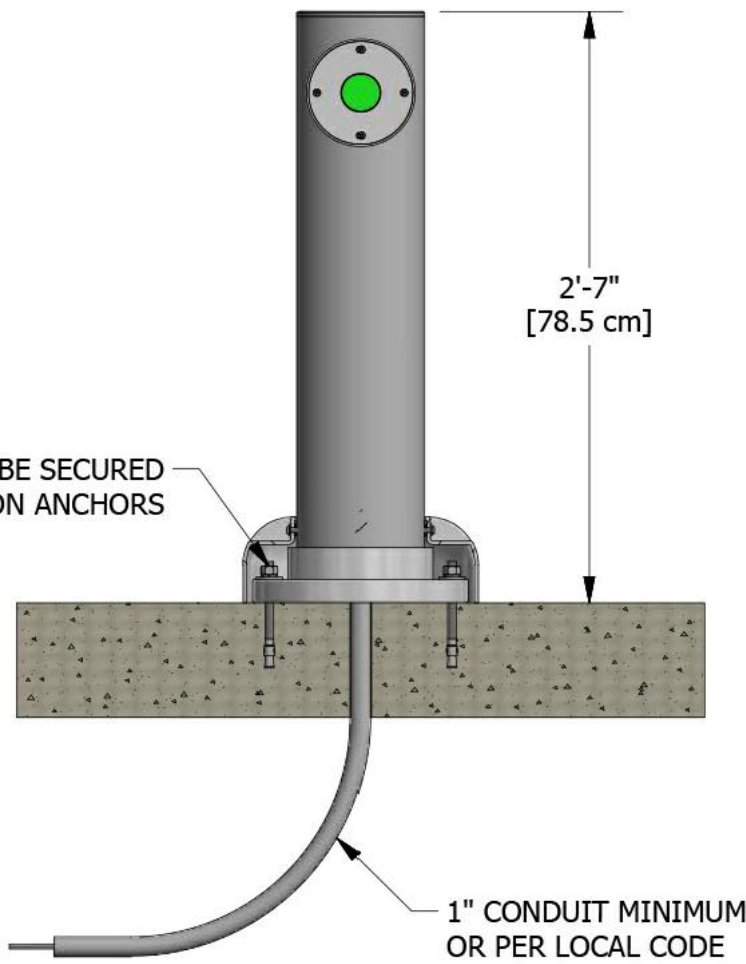
**Supply Voltage** 12 V to 30 V dc  
**Supply Current** < 75 mA max current at 12 V dc (exclusive of load)  
< 50 mA max current at 30 V dc (exclusive of load)  
**Supply Protection Circuitry**  
Protected against reverse polarity and transient voltages  
**Output Rating** Maximum load: 150 mA  
ON-state saturation voltage: < 2 V dc at 10 mA; < 2.5 V dc at 150 mA  
OFF-state leakage current: <10 µA at 30 V dc  
**Output Response Time**  
50 milliseconds On and Off  
**Operating Conditions**  
Temperature: -40 °C to +50 °C (-40 °F to +122 °F)  
Humidity: 90% at 50 °C maximum relative humidity (non-condensing)  
**Environmental Rating**  
IEC IP67, IP69K per DIN 40050-9.  
Cabled models also meet IP69K if the cable and cable entrance are protected from highpressure spray.  
**Cable**  
197' (60 meter) cable provided with Activator.

**FUNCTION:**

- Job light is illuminated Red while job input is active
  - Touch activates output and overrides job light (turns green for 3 sec.) for visual verification that action was sensed
- Color options**  
Green, Yellow, Red, Blue, White, Turquoise, Orange, Violet, Magenta, Not used

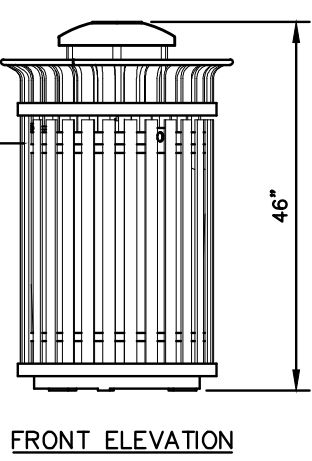


11" BASE TO BE SECURED BY S.S. EXPANSION ANCHORS

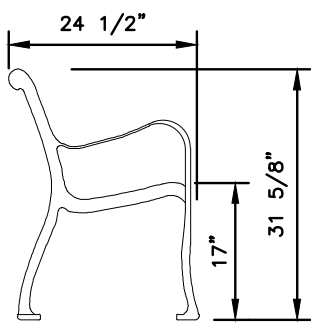


**ACTIVATION BOLLARD DETAIL**  
NOT TO SCALE

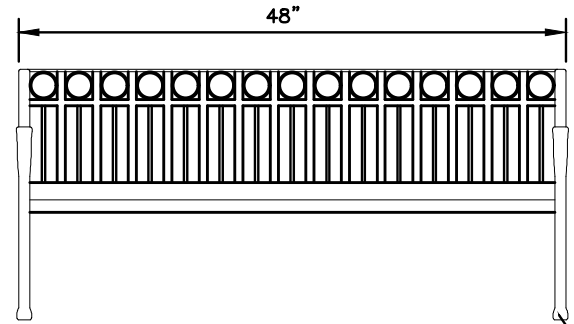
MISSISSIPPI PRISON INDUSTRIES  
DELUXE LITTER RECEPTACLE WITH  
35 GAL. LINER (MR-011B)  
POWDERCOAT GLOSS BLACK FINISH  
OR APPROVED EQUAL



**TRASH RECEPTACLE DETAIL**  
NOT TO SCALE

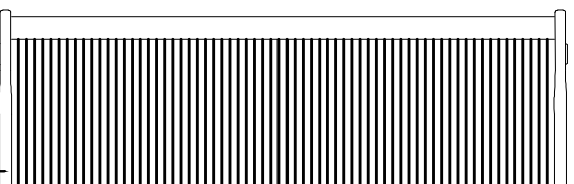


**END ELEVATION**



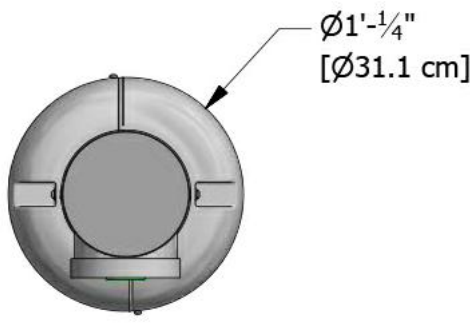
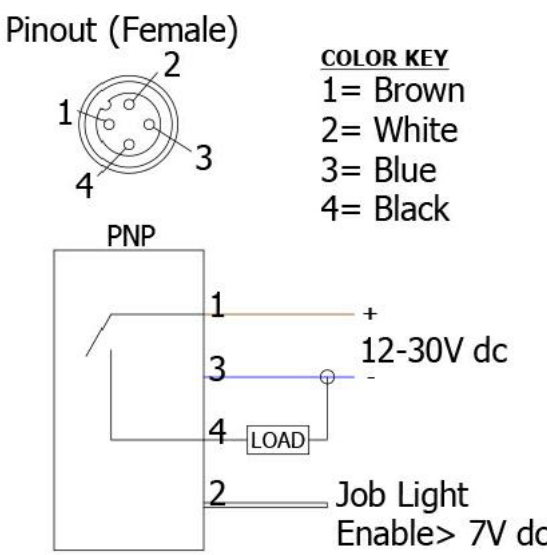
**FRONT ELEVATION**

MISSISSIPPI PRISON INDUSTRIES  
4' URBAN BENCH  
GLOSS BLACK FINISH  
OR APPROVED EQUAL



**PLAN VIEW**

**BENCH DETAIL**  
NOT TO SCALE



2'-7" [78.5 cm]

1" CONDUIT MINIMUM OR PER LOCAL CODE

**NOTICE TO DRAWING HOLDER**

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				DSGN:	RPB
				DATE:	10/2020
				DRWN:	RPB
				DATE:	10/2020
				CHKD:	RPB
				DATE:	10/2020
				QA/QC:	DATE:

SULLIVAN PARK SPLASH PAD (REBID)

CITY OF HATTIESBURG  
FORREST COUNTY, MISSISSIPPI



FEATURE DETAILS - SHEET 1

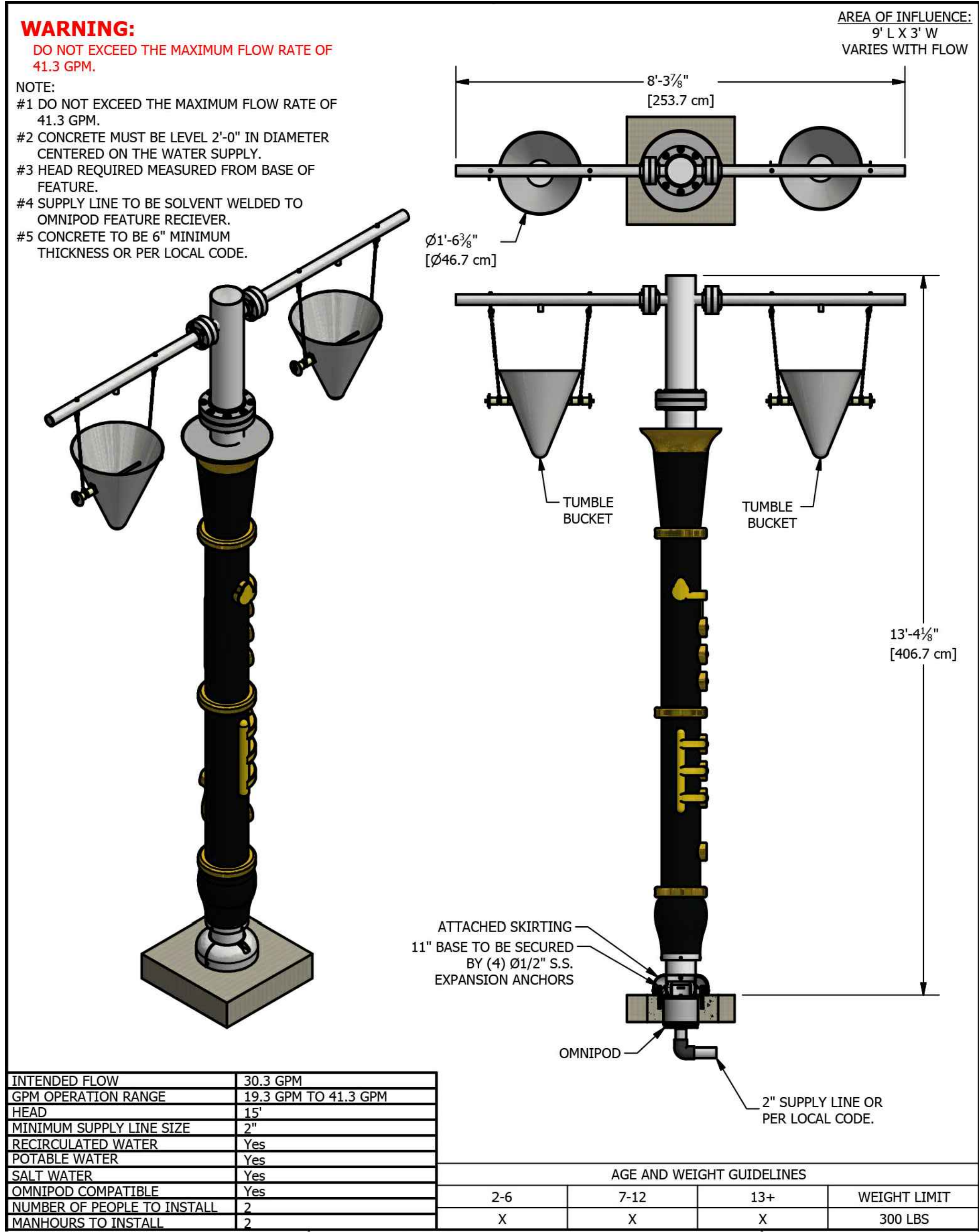
WORKING NUMBER:

DET-2

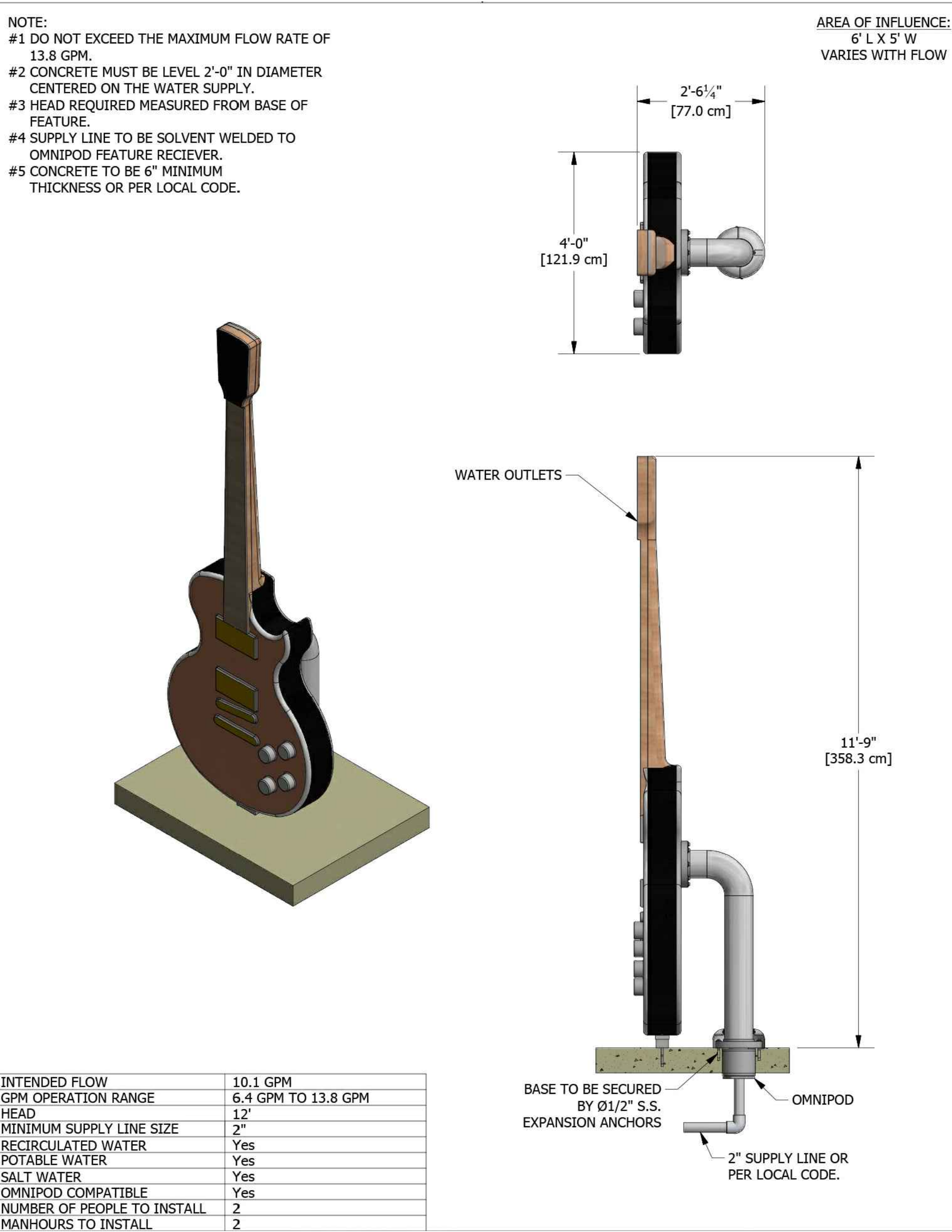
DRAWING NUMBER:

9

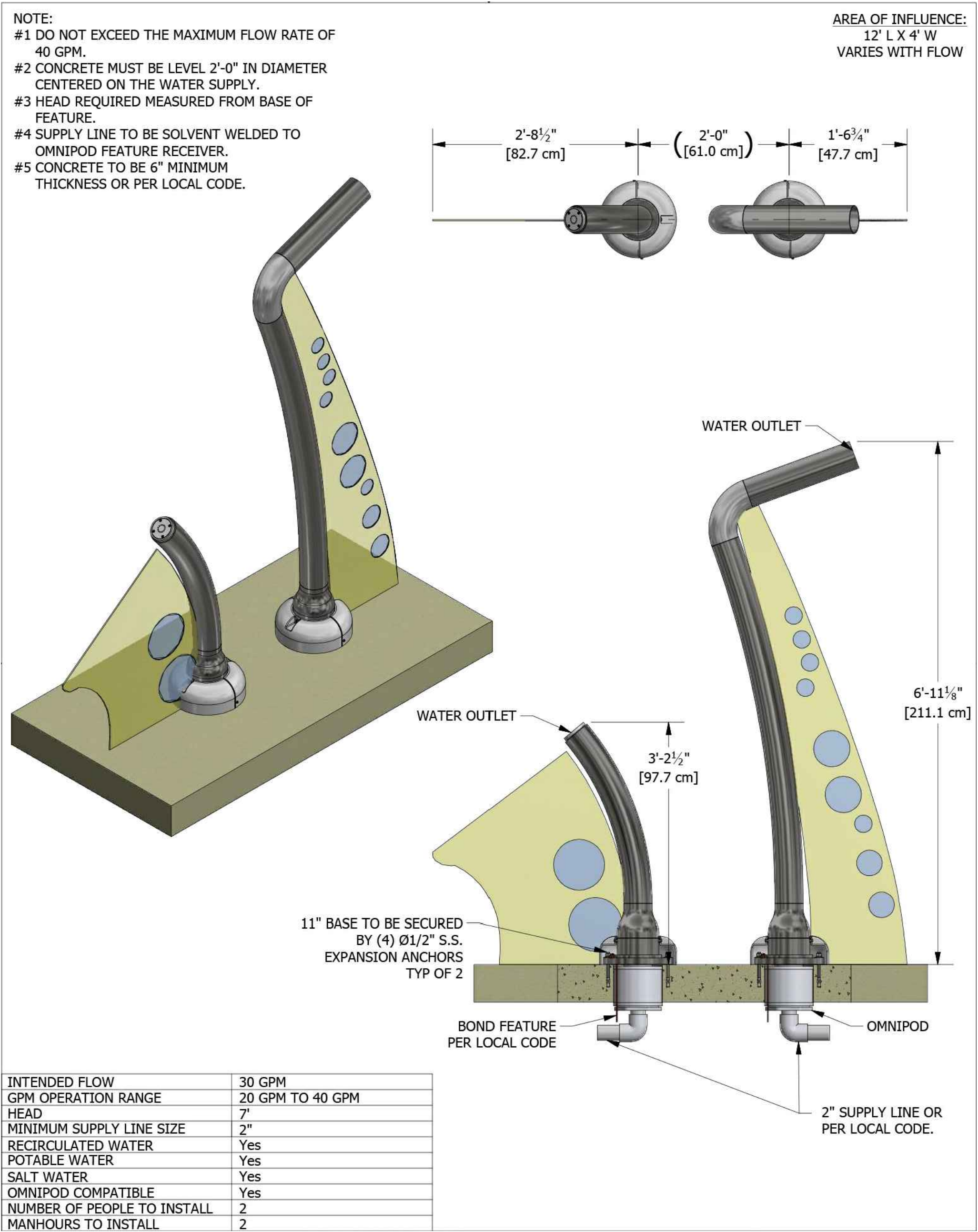




CLARINET TUMBLE BUCKET DETAIL  
NOT TO SCALE



SPRAYING GUITAR DETAIL  
NOT TO SCALE



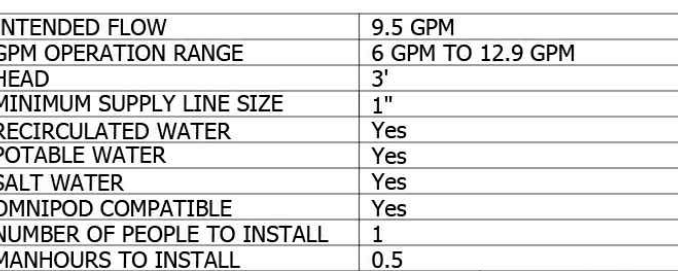
SILLYWET SAX DETAIL  
NOT TO SCALE

- NOTE:
- PART NUMBERS, DESCRIPTIONS AND NOTES ABOVE RELATE TO WATERPLAY PRODUCTS. APPROVED EQUALS WILL BE ACCEPTED.
  - ELEMENTS SHOWN AND DESCRIBED HEREIN ARE INTENDED TO PROVIDE GUIDANCE AND INSPIRATION TO BIDDERS. BIDDERS ARE ASKED TO BE CREATIVE TO PROVIDE THE BEST OVERALL USER EXPERIENCE THROUGH COLOR, TEXTURE, AND FEATURE FORM / FUNCTION.

NOTICE TO DRAWING HOLDER		REVISIONS		DRAWING INFORMATION		SULLIVAN PARK SPLASH PAD (REBID)	CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI		FEATURE DETAILS - SHEET 2	
NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.		NO.	DATE	BY	DESCRIPTION				WORKING NUMBER:	DRAWING NUMBER:
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						FILENAME: 15629-SHEET 4.DWG				
						SCALE: N.T.S.				
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						DSGN: RPB DATE: 10/2020				
						DRWN: RPB DATE: 10/2020				
						CHKD: RPB DATE: 10/2020				
						QA/QC: DATE:				
									DET-3	10



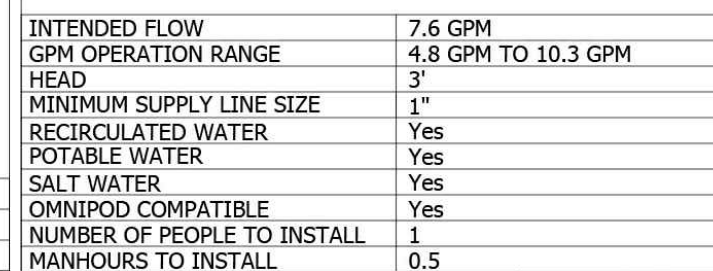
AREA OF INFLUENCE:  
3' DIAMETER  
VARIES WITH FLOW



AGE AND WEIGHT GUIDELINES			
2-6	7-12	13+	WEIGHT LIMIT
X	X	X	300 LBS

FAN SURFACE JET DETAIL  
NOT TO SCALE

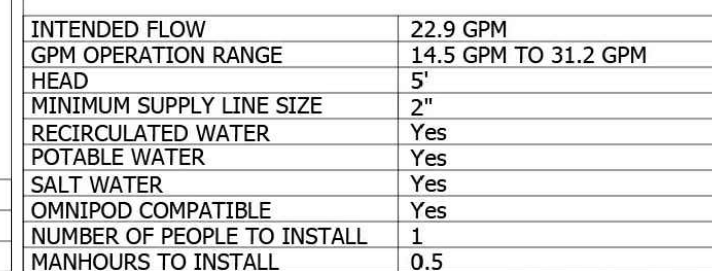
AREA OF INFLUENCE:  
8' DIAMETER  
VARIES WITH FLOW



AGE AND WEIGHT GUIDELINES			
2-6	7-12	13+	WEIGHT LIMIT
X	X	X	300 LBS

POPKORN SURFACE JET DETAIL  
NOT TO SCALE

AREA OF INFLUENCE:  
5' DIAMETER  
VARIES WITH FLOW



AGE AND WEIGHT GUIDELINES			
2-6	7-12	13+	WEIGHT LIMIT
X	X	X	300 LBS

OMNI POD DETAIL  
NOT TO SCALE

NUMBER OF PEOPLE TO INSTALL	1
MANHOURS TO INSTALL	1

AGE AND WEIGHT GUIDELINES			
2-6	7-12	13+	WEIGHT LIMIT
X	X	X	300 LBS

NOTICE TO DRAWING HOLDER

[illegible]

DRAWING INFORMATION	
N-S PROJECT NO.: NS.15629.001	
FILENAME: 15629-SHEET 4.DWG	
SCALE: N.T.S.	
SURVEYED BY: NEEL-SCHAFFER INC.	
DSGN: RPB	DATE: 10/2020
DRWN: RPB	DATE: 10/2020
CHKD: RPB	DATE: 10/2020
QA/QC:	DATE:

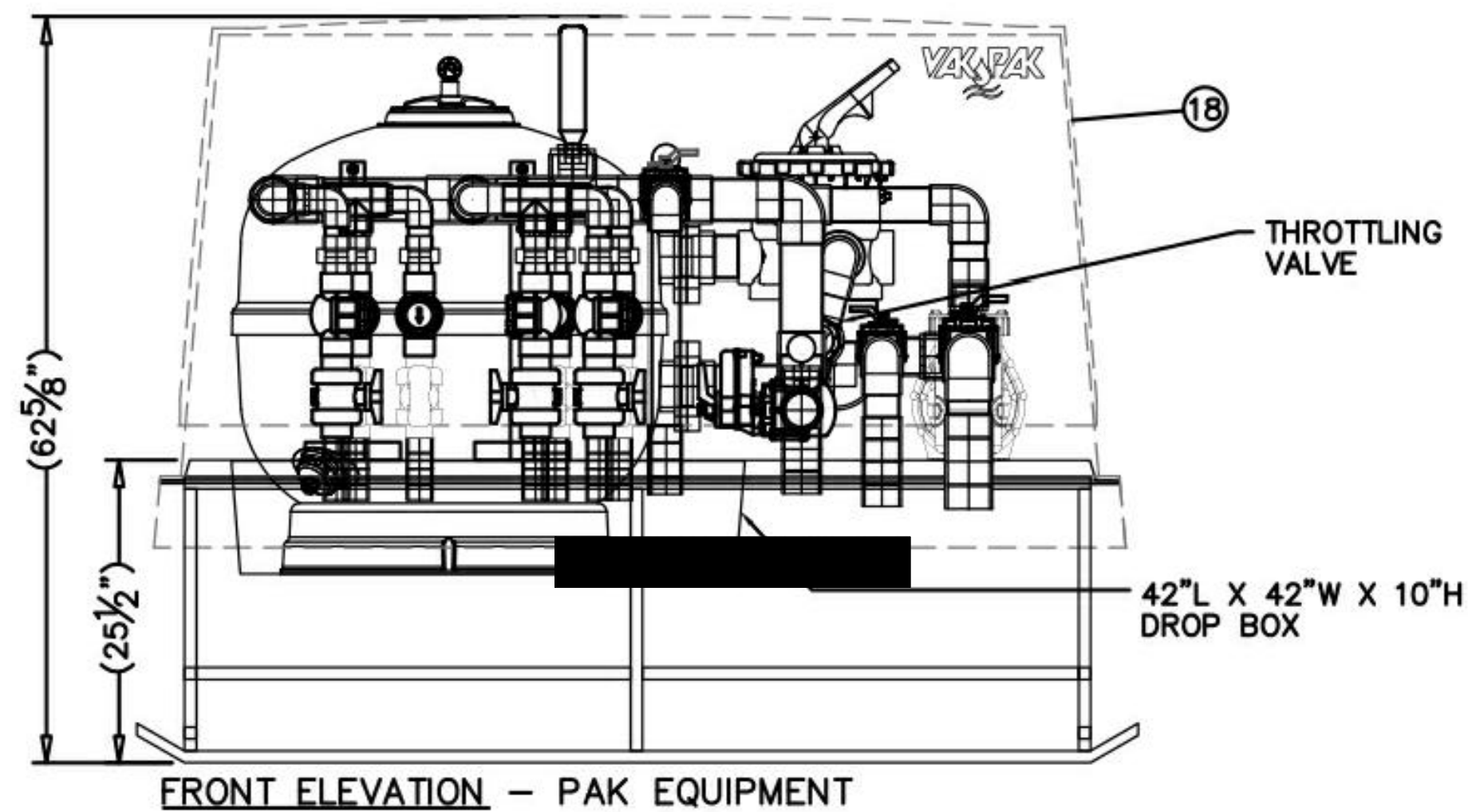
CITY OF HATTIESBURG  
FORREST COUNTY, MISSISSIPPI



WORKING NUMBER:	DRAWING NUMBER:
DET-4	11



1. ALL PIPING "NSF-PW" APPROVED / ALL ELECTRICAL WIRING IN COMPLIANCE WITH NEC ELECTRICAL INTERLOCK OF ELECTRICAL FEED EQUIPMENT WITH RECIRCULATION PUMP, HYDRAULIC INTERLOCK OF EROSION FEED EQUIPMENT WITH RECIRCULATION PUMP, FLOW PROPORTIONING VALVES WHERE REQUIRED: 3" AND UNDER - DIVERTER VALVE; 4" AND ABOVE - BUTTERFLY VALVE
2. ALL MOTORS AND RECEPTACLES ARE PROTECTED BY GFCI BREAKERS AS REQUIRED BY N.E.C.
3. FLOOR DRAIN LOCATIONS ARE GENERALIZED AND MAY DIFFER FROM FINAL PRODUCT.
4. GEOMETRY IS FOR REFERENCE ONLY.



CHR150IWF-11CVP- 600 GALLONS IN 0.08 HRS, 120 GPM @ 60 TDH, 7.69 SQ FT TOTAL  
DESIGN FEATURE FLOW: 120 GPM @ 60 TDH

	VALVES AND PIPE CONNECTION SIZES	SIZE
<b>A</b>	RECIRC. SUCTION	3"
<b>B</b>	TO FILTER	2 1/2"
<b>C</b>	FILTER RETURN	2 1/2"
<b>D</b>	BACKWASH/WASTE W/ SIGHT GLASS AND CHECK VALVE	2 1/2"
<b>E</b>	TANK DRAIN	2 1/2"
<b>F</b>	FEATURE TO MANIFOLD	3"
<b>G</b>	FEATURE BYPASS (MANUAL)	2"
<b>H</b>	CHEMICAL CHASE COUPLINGS (2)	1/2"
<b>J</b>	FLOOR DRAIN (3)	3"

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DSGN:	DATE:
DRWN: MBW	DATE: 2020
CHKD:	DATE:
QA/QC:	DATE:

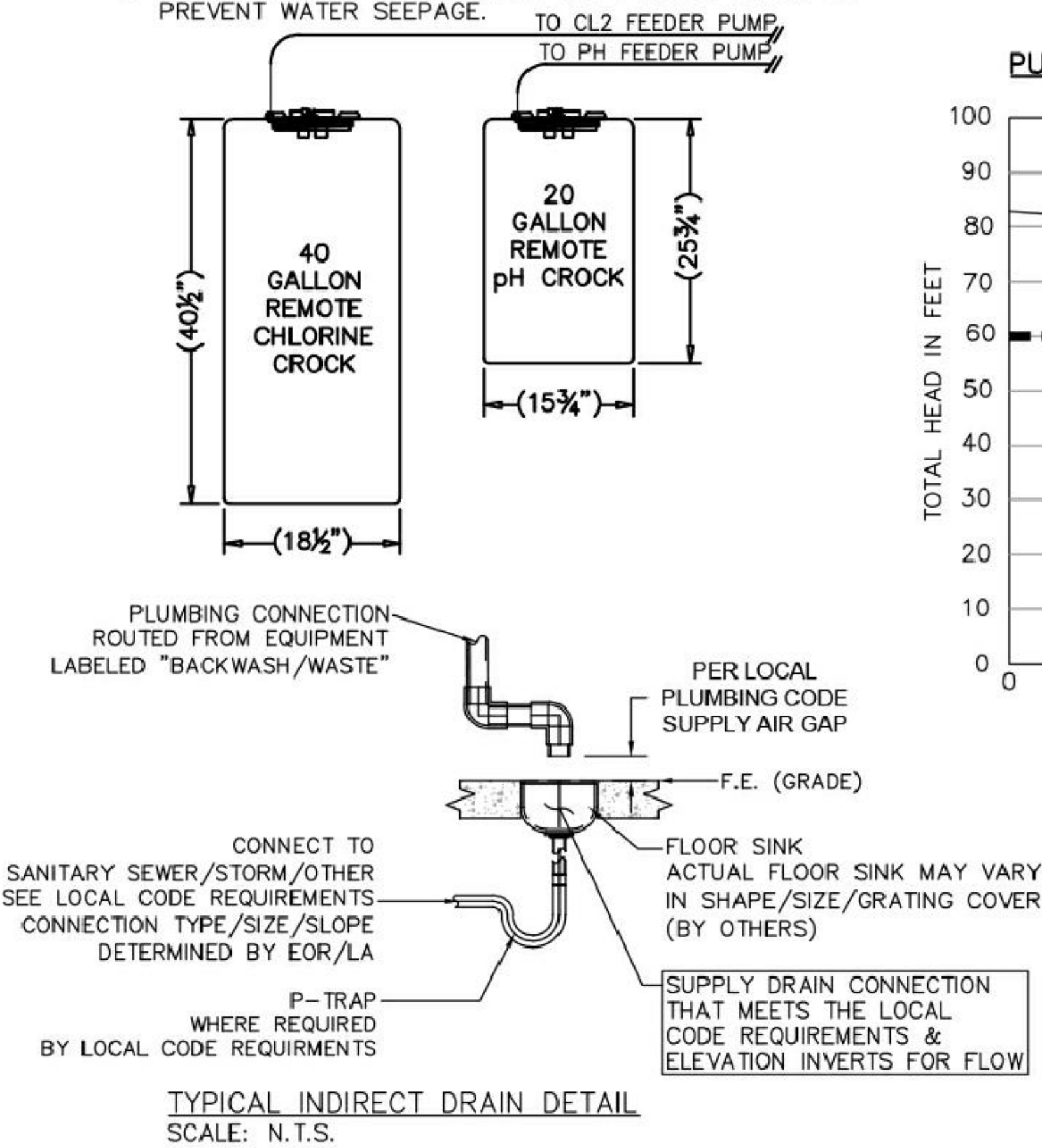
CITY OF HATTIESBURG  
FORREST COUNTY, MISSISSIPPI



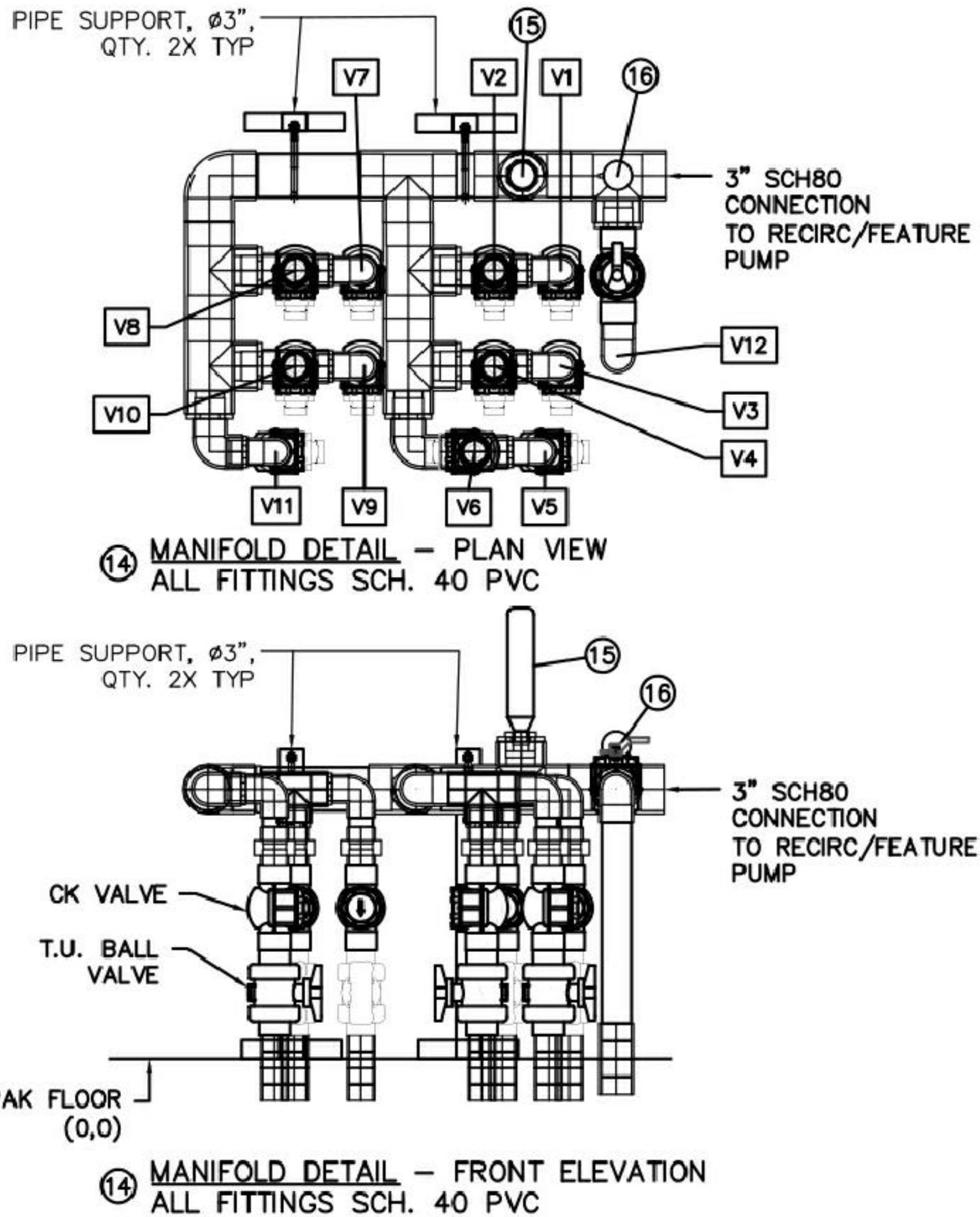
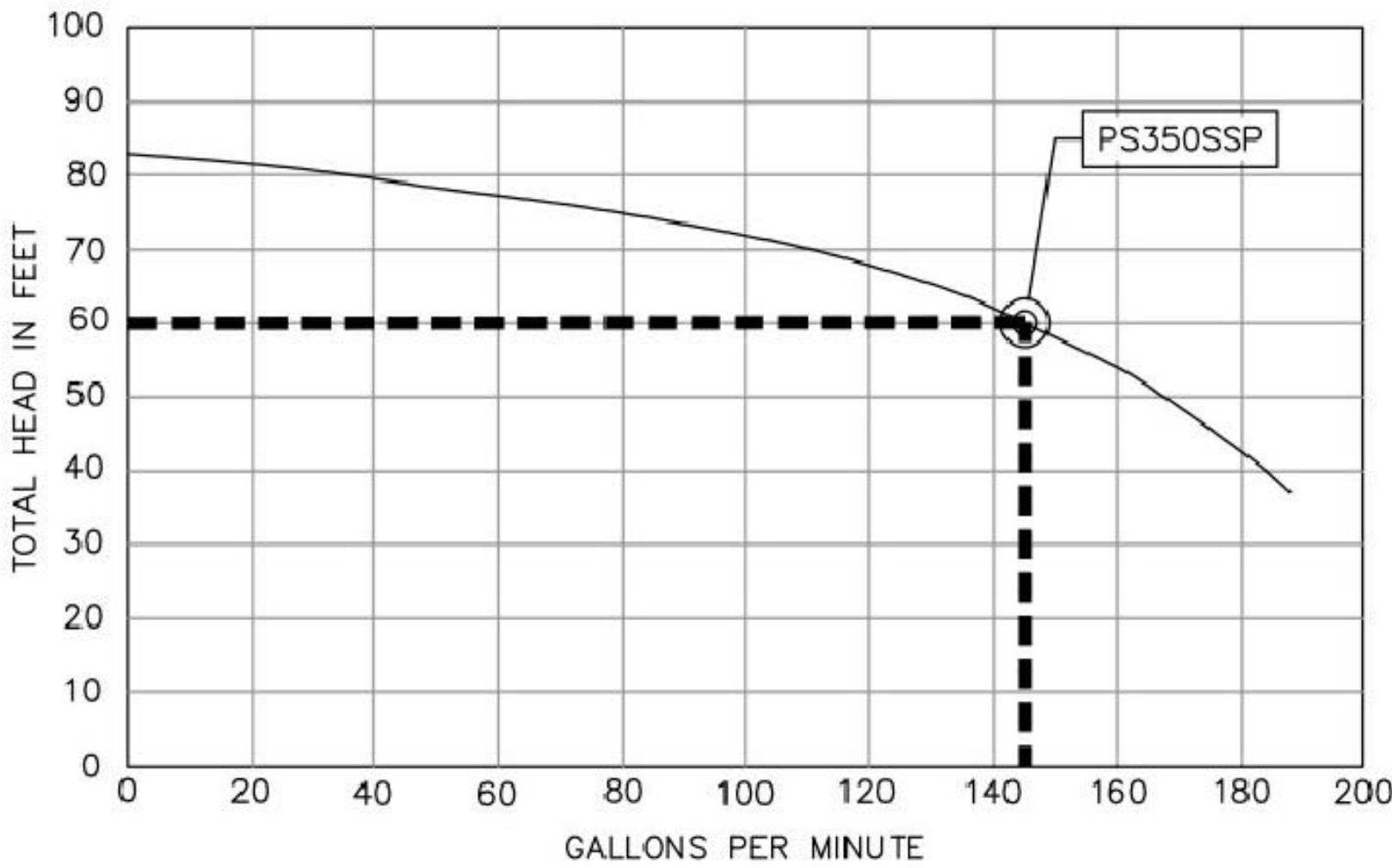
WORKING NUMBER:	DRAWING NUMBER:
DET-5	12



- CROCK INSTALLATION NOTE:
1. CHEMICAL CONTAINERS MUST BE SEISMICALLY RESTRAINED.
  2. RESTRAINTS ARE SUPPLIED BY & INSTALLED BY OTHERS.
  3. ALL TIE-DOWN & EMBEDMENT CALCULATIONS ARE TO BE SUPPLIED BY THE ENGINEER OF RECORD.
  4. LEAVE AT LEAST 3" OF CROCK BODY ABOVE GRADE TO PREVENT WATER SEEPAGE.



PUMP CURVE - RECIRC. PUMP



EQUIPMENT LIST	
CHR150IWF-11CVP- 600 GALLONS IN 0.08 HRS, 120 GPM @ 60 TDH, 7.69 SQ FT TOTAL DESIGN FEATURE FLOW: 120 GPM @ 60 TDH	
14	VPI ALL-ON/ALL-OFF SCH. 40 PVC MANIFOLD V1: (1) 1.5" FEATURE, V2: (1) 1.5" FEATURE, V3: (1) 1.5" FEATURE, V4: (1) 1.5" FEATURE, V5: (1) 1.5" FEATURE, V6: (1) 1.5" FEATURE, V7: (1) 1.5" FEATURE, V8: (1) 1.5" FEATURE, V9: (1) 1.5" FEATURE, V10: (1) 1.5" FEATURE, V11: (1) 1.5" FEATURE, V12: (1) 2" MANUAL BYPASS DESIGN FEATURE FLOW: 120 GPM @ 60 TDH.
15	1" WATER HAMMER ARRESTOR
16	AIR RELIEF VALVE, 150 PSI (ARV)

NOTE:

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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.15629.001					
					FILENAME: 15629-SHEET 4.DWG					
					SCALE: N.T.S.					
					SURVEYED BY: NEEL-SCHAFFER INC.					
					DSGN: DATE:					
					DRWN: MBW DATE: 2020					
					CHKD: DATE:					
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								DET-6	13	



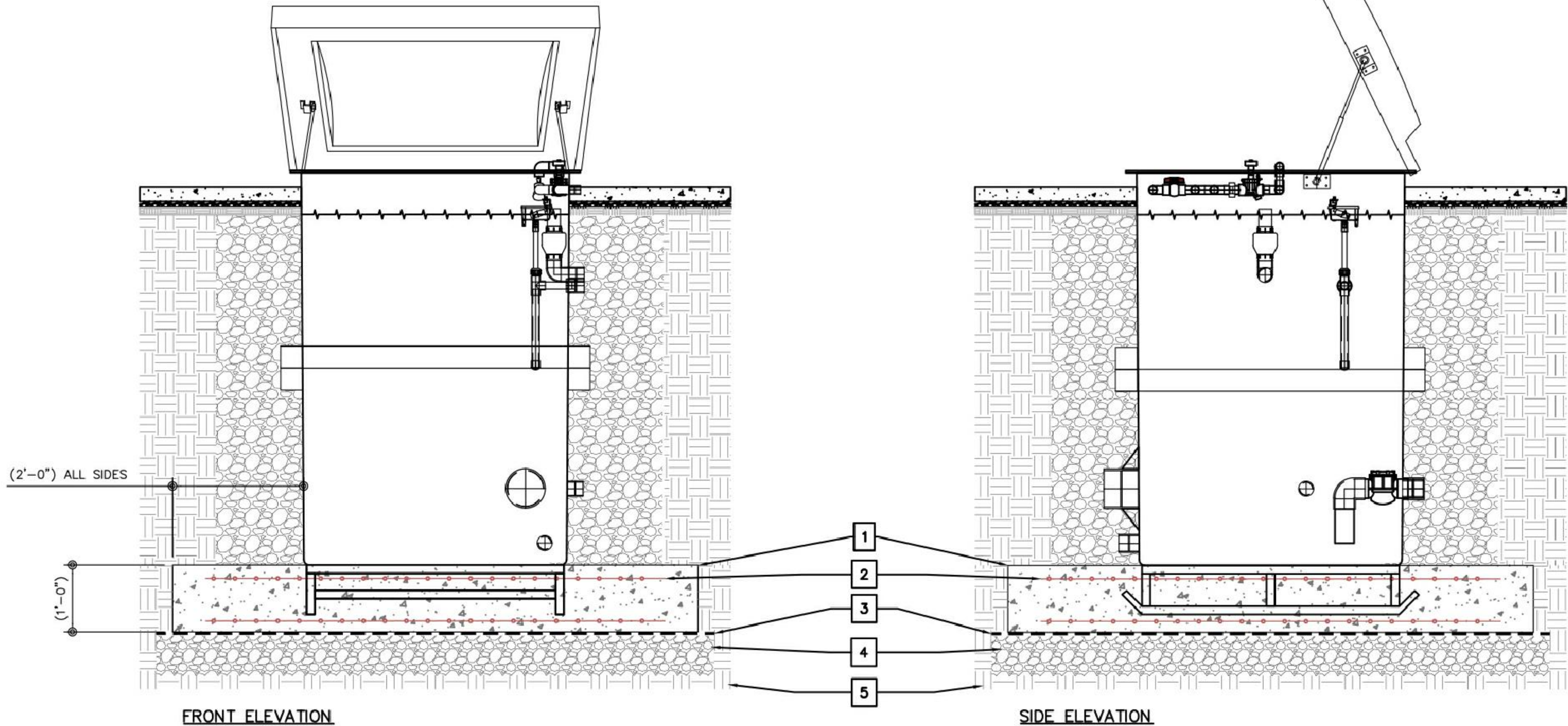
GENERAL NOTES:

1. TANK HAS ONE SUCTION PORT.
2. TANK HAS ACCESS LADDER.
3. SEE DRAWING G00125 FOR INSTALLATION DETAIL.
4. BACKFLOW PREVENTION IS REQUIRED UPSTREAM OF THIS DEVICE UTILIZING A BFP OR RPZ, PROVIDED AND INSTALLED BY OTHERS.

GENERAL SHEET NOTES

THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO EOR/AOR/LA FOR REVIEW AND APPROVAL

1. CONCRETE TANK ANCHOR — GRADE M25
2. ANCHOR REINFORCING — GRADE 60, #4 @ 12" OCEW TOP & BOTTOM.
3. VISQUEEN VAPOR BARRIER.
4. CRUSHED ROCK/STONE.
5. COMPACTED SOIL.
6. SEE DRAWING G00125 FOR INSTALLATION DETAILS.



NOTE:

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				DSGN: DATE:
				DRWN: MBW DATE: 2020
				CHKD: DATE:
				QA/QC: DATE:

SULLIVAN PARK  
SPLASH PAD  
  
CITY OF HATTIESBURG  
FORREST COUNTY, MISSISSIPPI



MECHANICAL DETAILS - SHEET 3

WORKING NUMBER:

DET-7

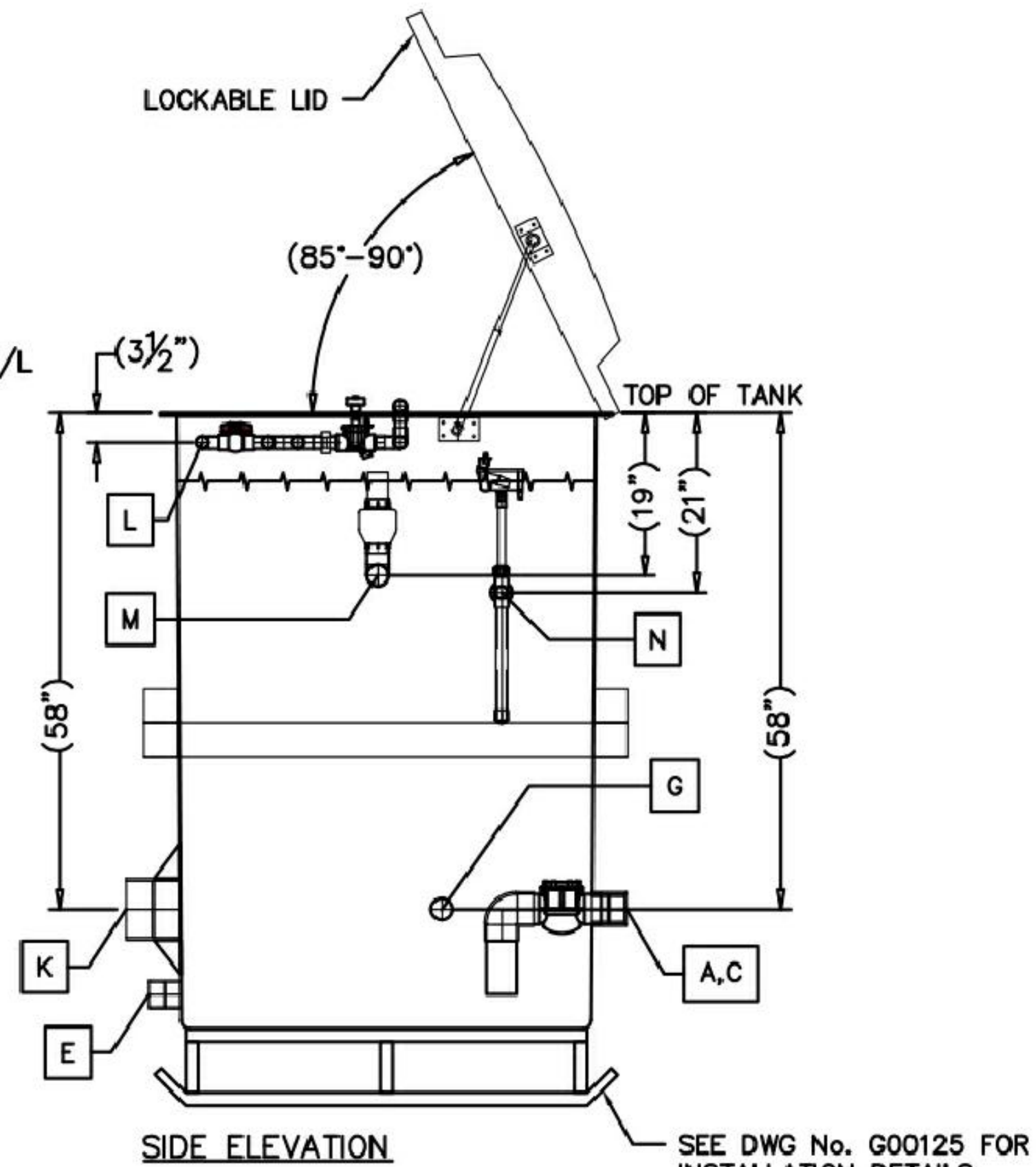
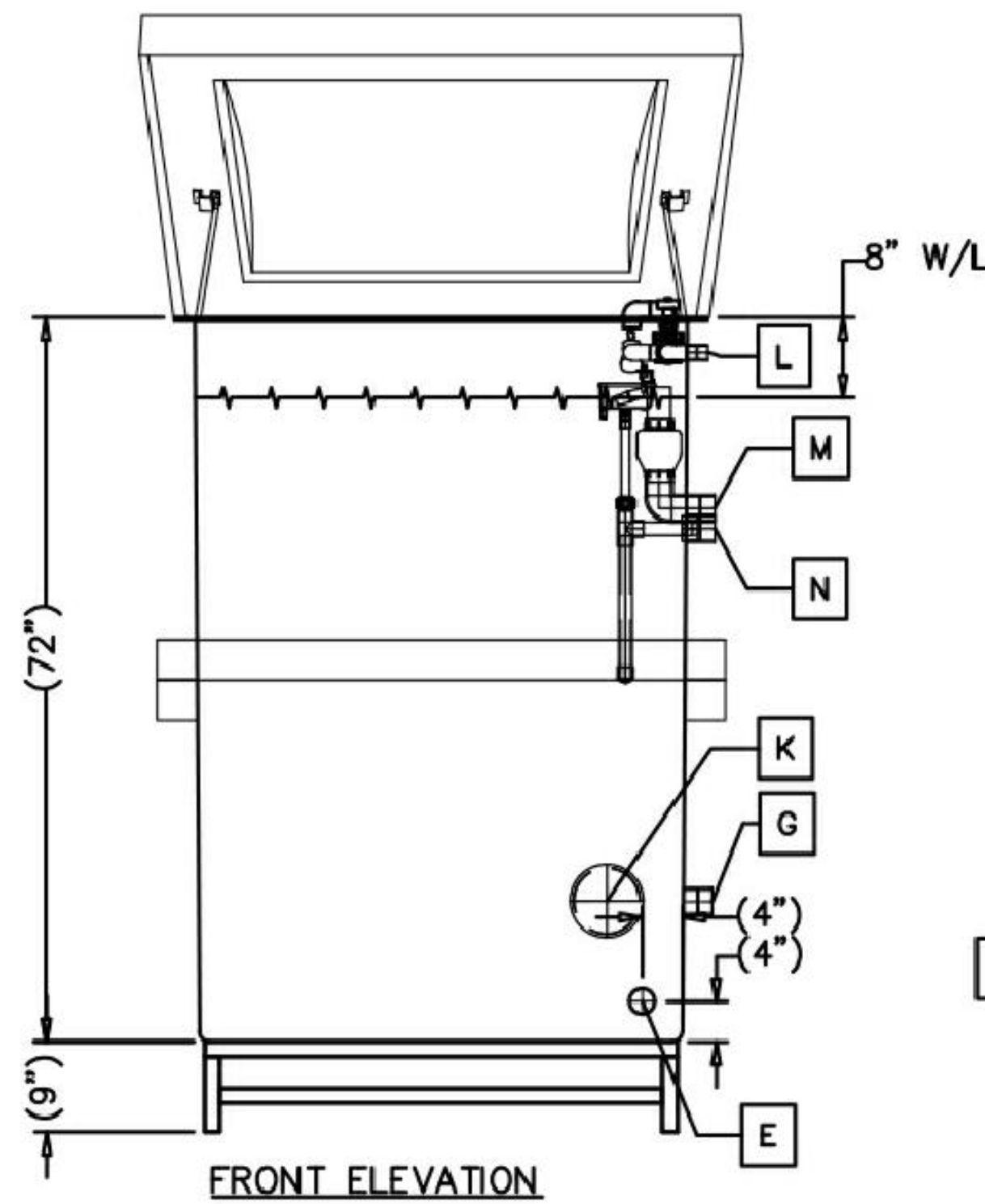
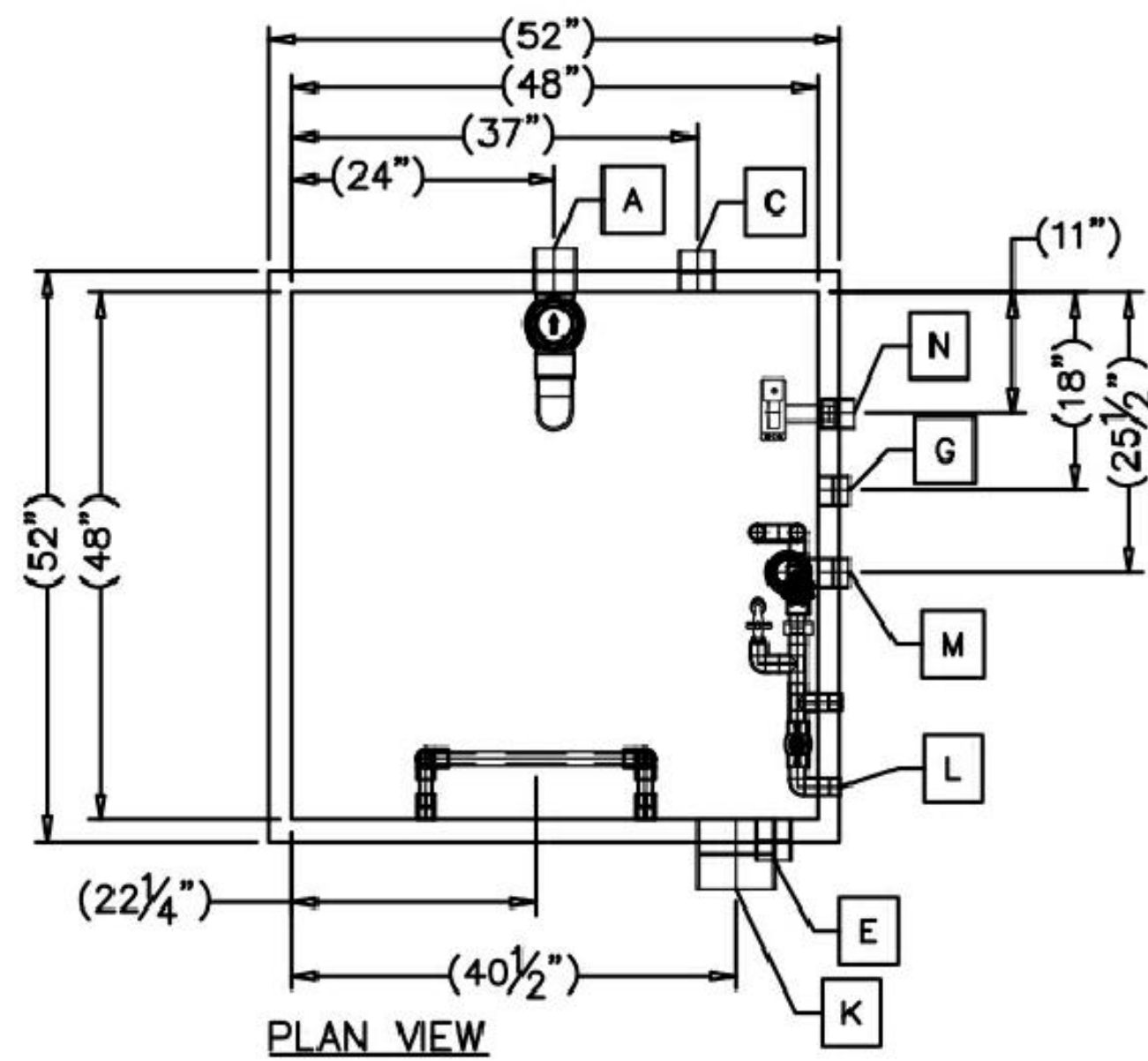
DRAWING NUMBER:

14



- GENERAL NOTES:
1. TANK HAS ONE SUCTION PORT.
  2. TANK HAS ACCESS LADDER.
  3. SEE DRAWING G00125 FOR INSTALLATION DETAIL.
  4. BACKFLOW PREVENTION IS REQUIRED UPSTREAM OF THIS DEVICE UTILIZING A BFP OR RPZ, PROVIDED AND INSTALLED BY OTHERS.

	VALVES AND PIPE CONNECTION SIZES	SIZE
A	RECIRC. SUCTION	3"
C	FILTER RETURN	2 1/2"
E	TANK DRAIN	2 1/2"
G	FEATURE BYPASS (MANUAL)	2"
K	MAIN	6"
L	FRESH WATER SUPPLY VLV W/ HOSE BIBB AND VACUUM BREAKER - NOTE 4	1"
M	OVERFLOW	2"
N	FWLC W/PLUG	2"



TOTAL TANK CAPACITY: 718.1 GALLONS  
USABLE TANK VOLUME: *638.3 GALLONS  
*NOTE W/8" FREEBOARD SPACE

- NOTE:
1. APPROVED EQUALS WILL BE ACCEPTED IN LIEU OF PART NUMBERS, DESCRIPTIONS AND NOTES SHOWN ON THIS SHEET.

NOTICE TO DRAWING HOLDER	REVISIONS			DRAWING INFORMATION		SULLIVAN PARK SPLASH PAD	CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI	NEEL-SCHAFFER Solutions you can build upon	MECHANICAL DETAILS - SHEET 4	
	NO.	DATE	BY	DESCRIPTION					WORKING NUMBER:	DRAWING NUMBER:
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.					N-S PROJECT NO.: NS.15629.001				DET-8	15
					FILENAME: 15629-SHEET 4.DWG					
					SCALE: N.T.S.					
					SURVEYED BY: NEEL-SCHAFFER INC.					
					DSGN: DATE:					
					DRWN: MBW DATE: 2020					
					CHKD: DATE:					
					QA/QC: DATE:					

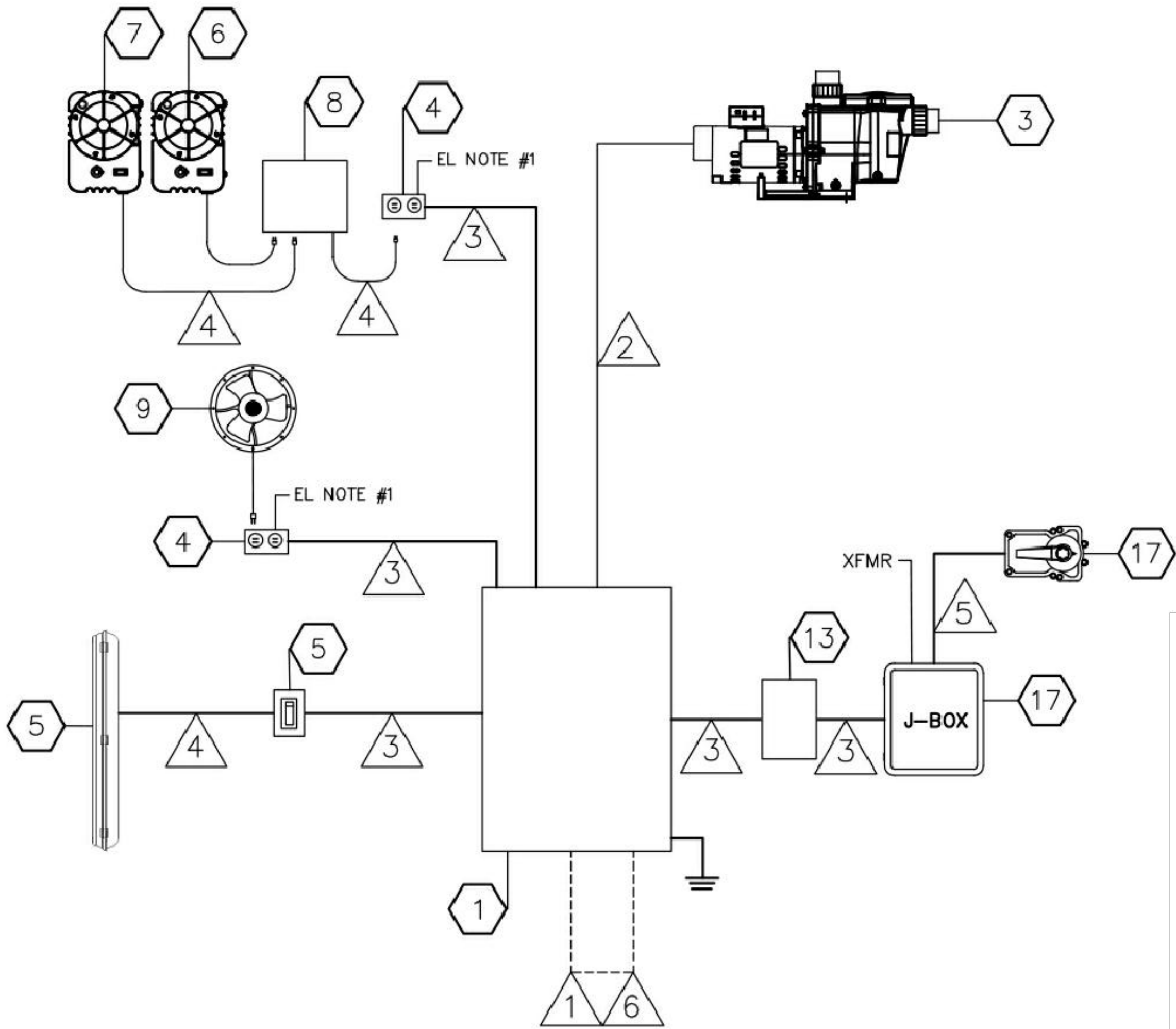


NOTE:  
1. ALL OUTLETS ARE TO BE GFCI PROTECTED.

#	MFG	PART #	DESCRIPTION
①	SQUARE-D	Q0112M100PRB	MBR ELECTRICAL PANEL, 12SP, 100A - 1ϕ-120/230V
③	SPECK	IG174-1350M-T00 (PS350SSP)	3.0 HP RECIRC. PUMP, 1ϕ-230V
④	LEVITON	5320	(2) RECEPTACLE W/ EXTRA-DUTY WEATHER-PROOF COVER, 1ϕ-120V
⑤	SBL	VTS2D-50K30M	LED SERVICE LIGHT, W/ SPST SWITCH, 1ϕ-120V
⑥	ROLACHEM OR EQUAL	RC103	CL FEEDER, 1ϕ-120V
⑦	ROLACHEM OR EQUAL	RC25/53	PH FEEDER, 1ϕ-120V
⑧	DUFFIELD AQUATICS	AT-1	CHEMICAL CONTROLLER, 1ϕ-120V
⑨	AC INFINITY	HS2589A-X	EXHAUST FAN, 525 CFM, 1ϕ-120V
⑬	RAIN DROP	TMR-008	TIMER, 1ϕ-120V
⑰	JANDY	4424	ACTUATOR W/ 6X6 J-BOX AND TRANSFORMER, 1ϕ-120V TO 24VAC

	CONDUCTORS				REMARKS
	PHASE	NEUTRAL	GROUND	CONDUIT	
①					PANEL FEED BY OTHERS
②	2 - #12		2 - #12	3/4"	TYPE LFNC-B UL SEALTITE
③	1 - #14	1 - #14	1 - #14	1/2"	TYPE LFNC-B UL SEALTITE
④	1 - #14	1 - #14	1 - #14	1/2"	TYPE SJ00W-3C
⑤	2 - #16				TYPE SJ00W-3C
⑥	INDICATES WIRE AND CONDUIT INSTALLED BY OTHERS				

PANEL SCHEDULE					
120/230V, 1 PHASE, 3 WIRE, NEMA 3R, 12SP, 100A MBR					
CIR.	POLES	TRIP	LOAD	AMPS	DEMAND FACTOR 1.25
1-3	2	15A-GFCI	RECIRC. PUMP W/ INTERLOCKED FDRS	11.7	14.6
2	1	15A	FEEDERS RECEPTACLE - GFCI	12.0	15.0
4	1	15A-GFCI	SERVICE LIGHT	1.5	1.9
5	1	15A-GFCI	ACTUATOR W/ TRANSFORMER	0.8	1.0
6	1	15A-GFCI	EXHAUST FAN	0.3	0.4
TOTAL LOAD				26.3	32.9



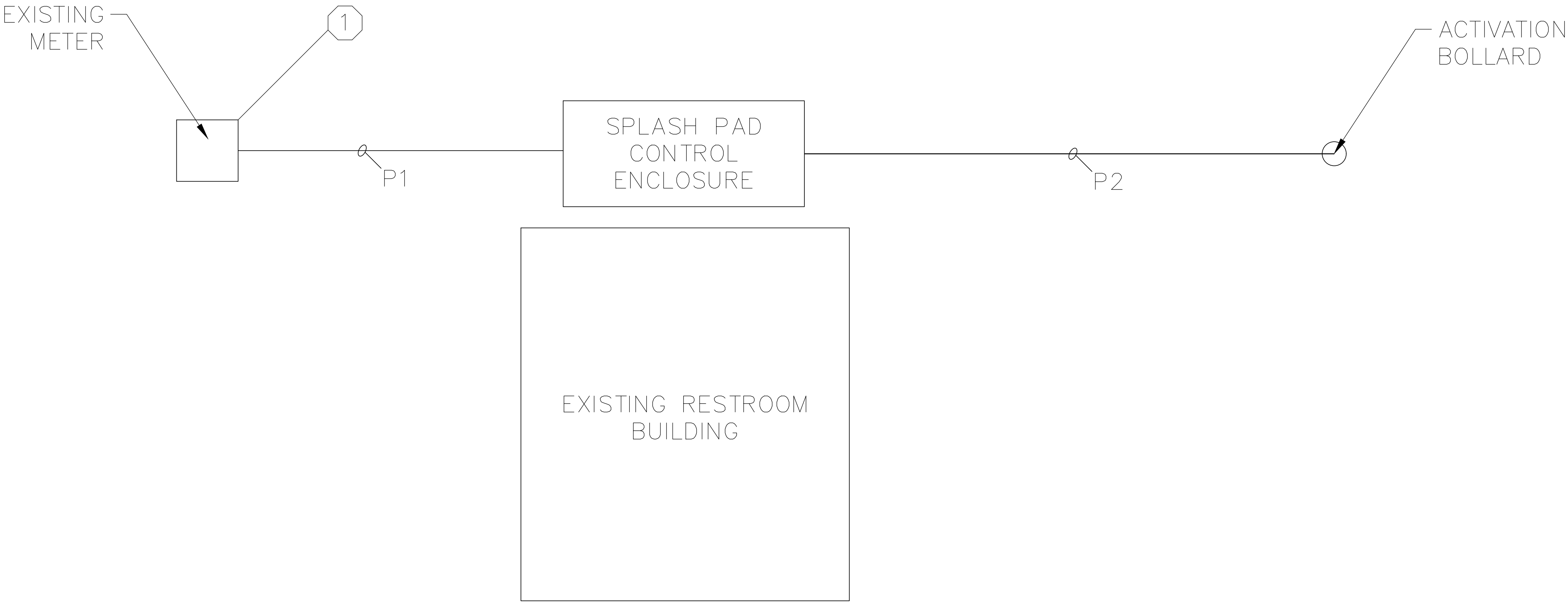
NOTE:

1. APPROVED EQUALS WILL BE ACCEPTED IN LIEU OF PART NUMBERS, DESCRIPTIONS AND NOTES SHOWN ON THIS SHEET.

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		SULLIVAN PARK SPLASH PAD  CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			MECHANICAL DETAILS - SHEET 5	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.15629.001 FILENAME: 15629-SHEET 4.DWG SCALE: N.T.S. SURVEYED BY: NEEL-SCHAFFER INC. DSGN: DATE: DRWN: MBW DATE: 2020 CHKD: DATE: QA/QC: DATE:				WORKING NUMBER: DET-9	DRAWING NUMBER: 16



NOTES:  
① INSTALL 60 AMP TWO POLE CIRCUIT BREAKER IN EXISTING COMBINATION METER BASE DEVICE



NUMBER	FROM	TO	CONDUIT	CONDUCTOR
P1	EXISTING METER BOX	SPLASH PAD CONTROL PANEL	1" CW	3 #6, 1 #8 GRD
P2	SPLASH PAD CONTROL PANEL	ACTIVATION BOLLARD	1" CW	2 #16, 1 # 16 GRD
P3	PANEL	PUMP	½" CW	2 #12, 1 #12 GRD
P4	PANEL	LIGHT	½" CW	2 #14, 1 #14 GRD
P5	PANEL	CH FEEDER	½" CW	2 #14, 1 #14 GRD
P6	PANEL	PH FEEDER	½" CW	2 #14, 1 #14 GRD
P7	PANEL	RECEPTACLE	½" CW	2 #14, 1 #14 GRD
P8	PANEL	CHEMICAL CONTROLLER	½" CW	2 #14, 1 #14 GRD
P9	PANEL	RECEPTACLE	½" CW	2 #14, 1 #14 GRD
P10	RECEPTACLE	WATER PLAY CONTROL PANEL	½" CW	2 #14, 1 #14 GRD
P11	PANEL	ACTIVATOR TRANSFORMER	½" CW	2 #14, 1 #14 GRD

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REVISIONS			DRAWING INFORMATION	
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				SCALE: N.T.S.
				SURVEYED BY: NEEL-SCHAFER INC.
				DSGN: RPB    DATE: 3/2020
				DRWN: MBW    DATE: 3/2020
				CHKD: X    DATE: X
				QA/QC: X    DATE: X

SULLIVAN PARK  
SPLASH PAD

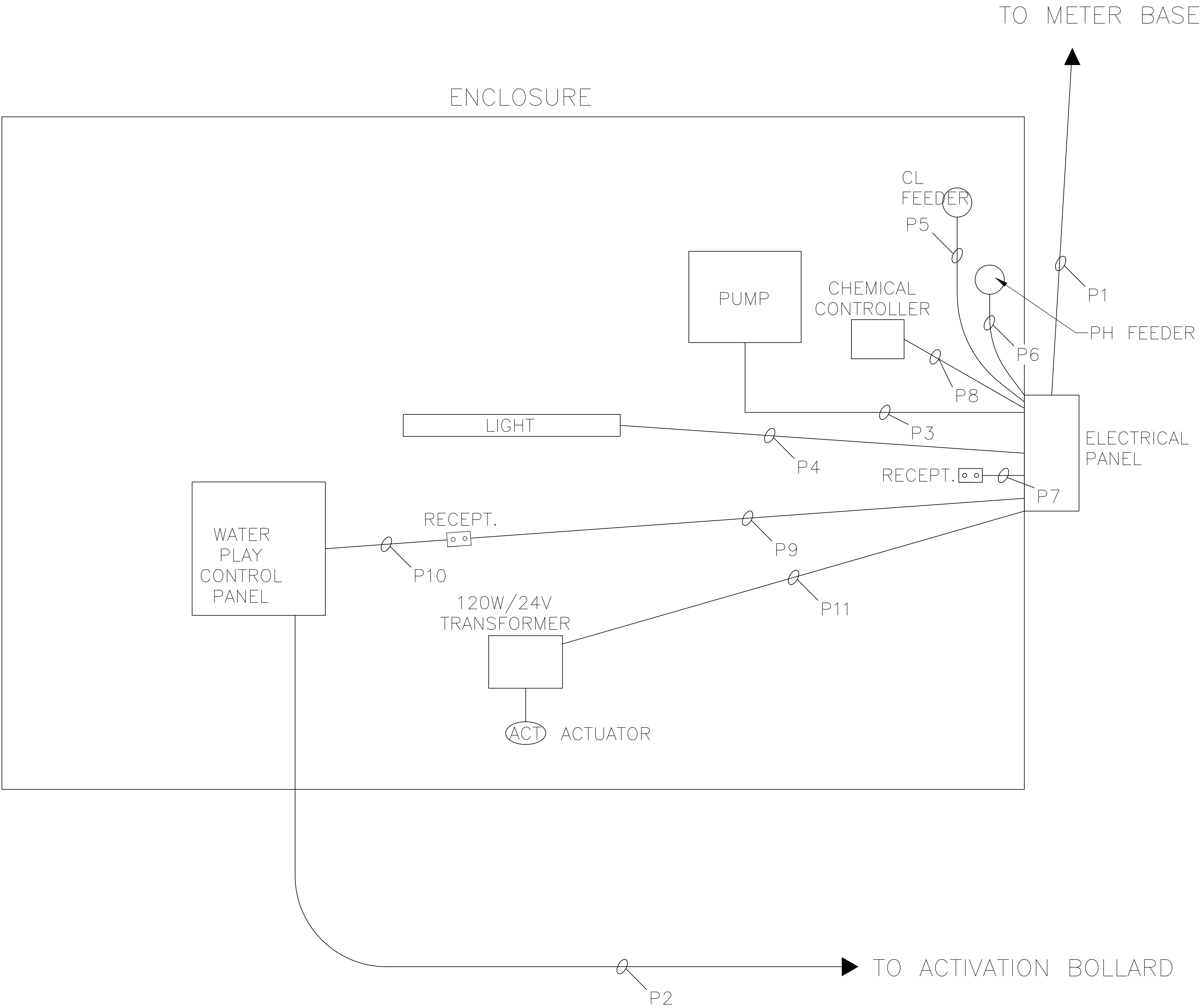
CITY OF HATTIESBURG  
FORREST COUNTY, MISSISSIPPI

**NEEL-SCHAFER**  
*Solutions you can build upon*

ELECTRICAL LAYOUT/SCHEDULE

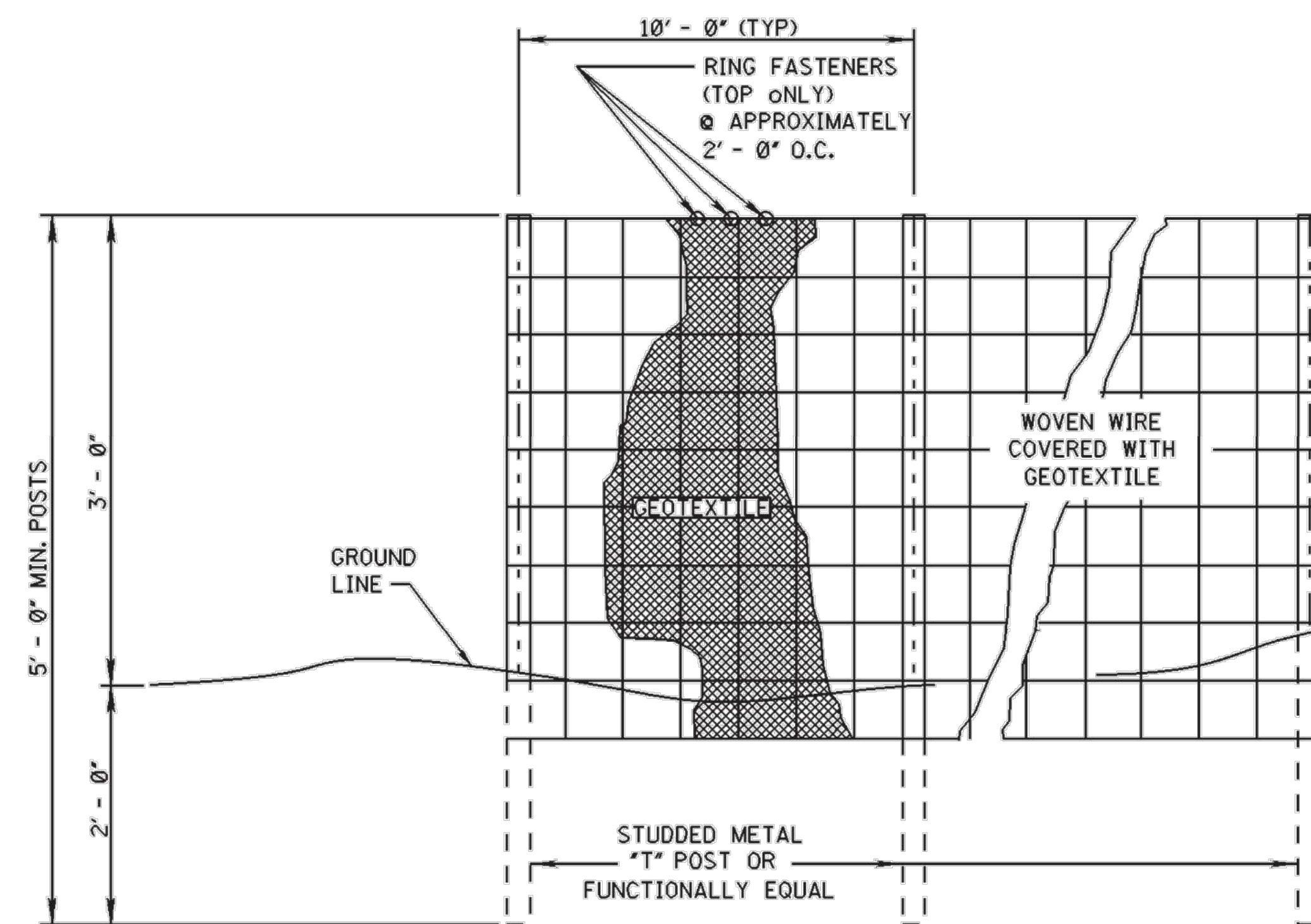
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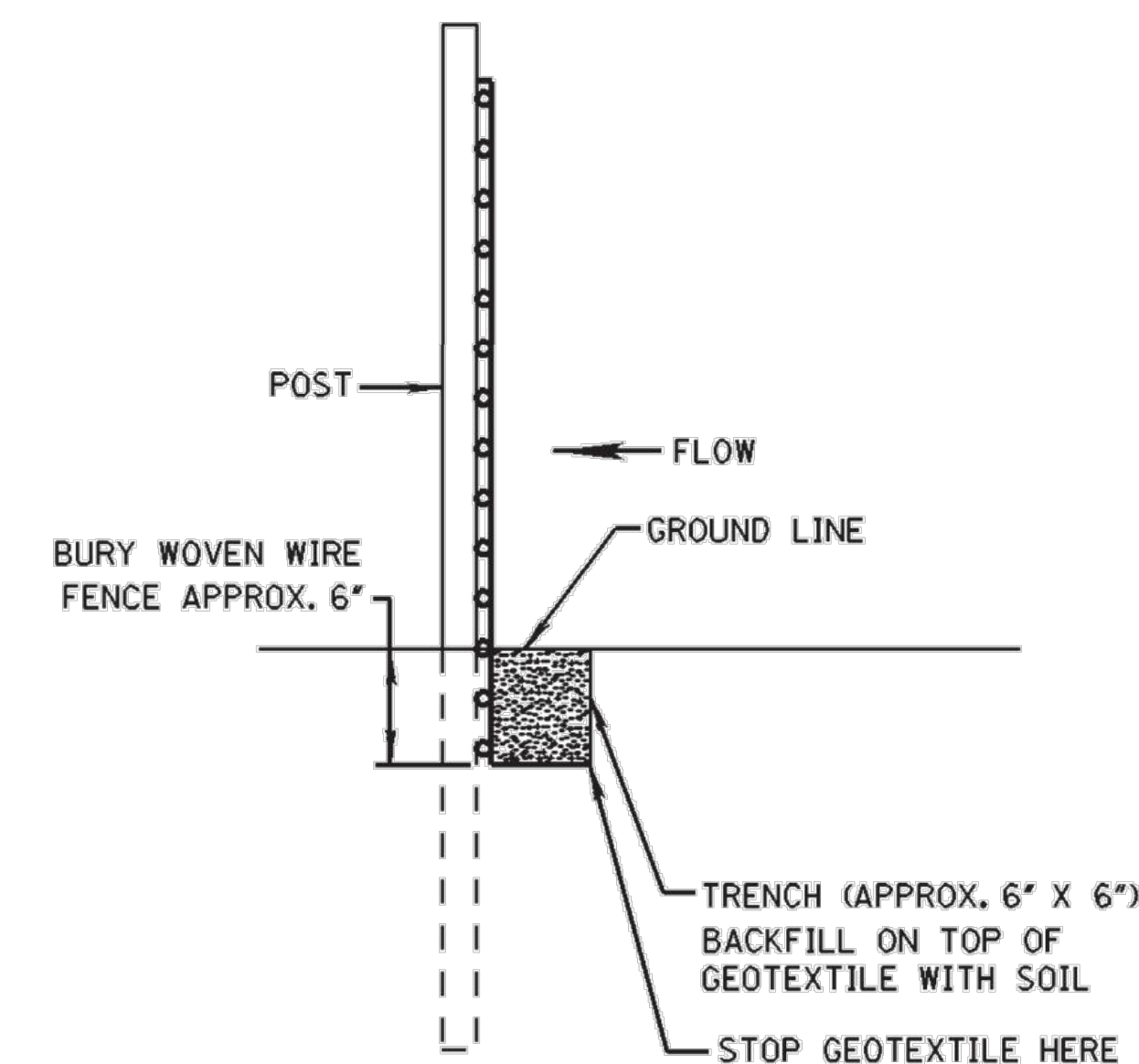


<b>NOTICE TO DRAWING HOLDER</b> NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN 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		SULLIVAN PARK SPLASH PAD   CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI	<b>NEEL-SCHAFFER</b> <i>Solutions you can build upon</i>	ELECTRICAL CONTROL PANEL ENCLOSURE	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.15629.001					
					FILENAME: 15629-E1.00.DWG					
					SCALE: N.T.S.					
					SURVEYED BY: NEEL-SCHAFFER INC.					
					DSGN: RPB	DATE: 3/2020				
					DRWN: MBW	DATE: 3/2020				
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					QA/QC: X	DATE: X				
										WORKING NUMBER:
							ESP-2	18		

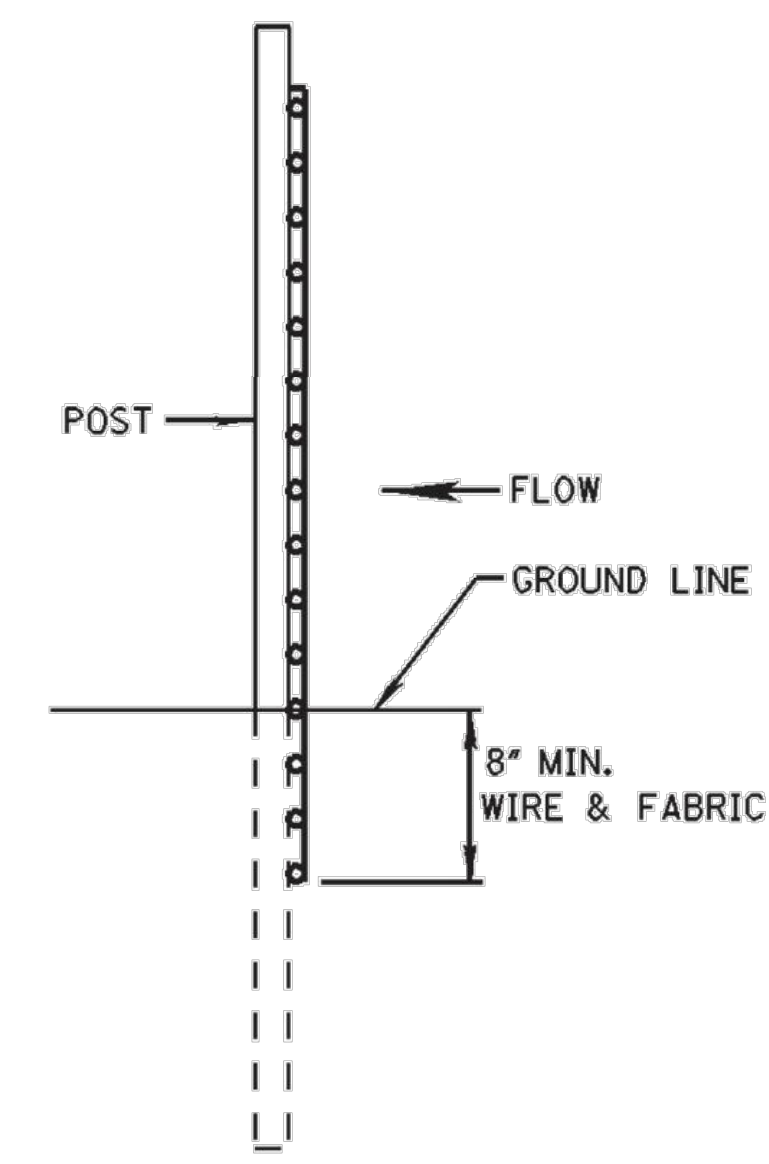




ELEVATION VIEW



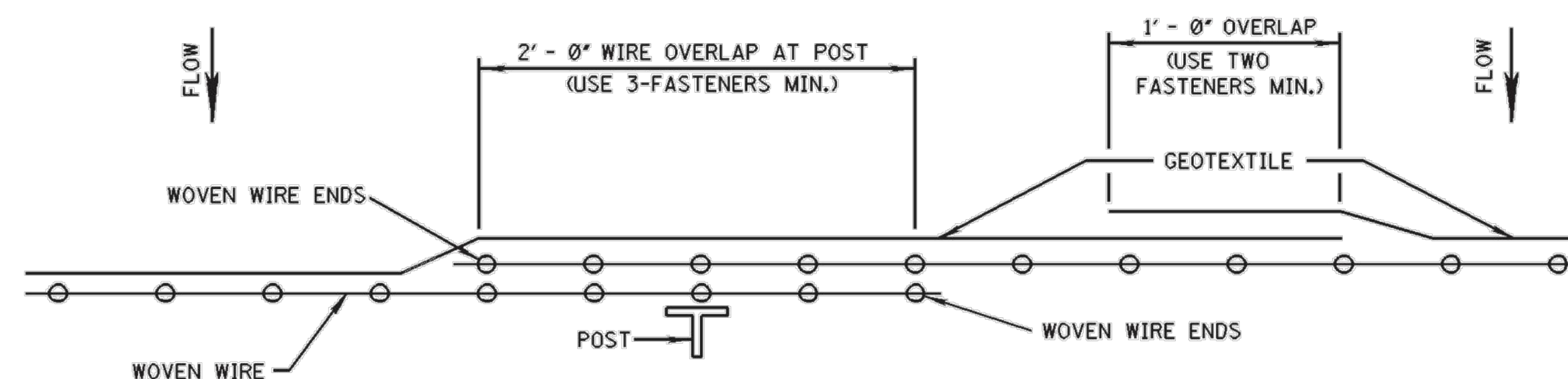
METHOD I



METHOD II  
MECHANICAL INSTALLATION

SIDE VIEW

- NOTES:
1. SILT FENCES SHALL BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
  2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
  3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR A BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
  4. WHEREVER POSSIBLE SILT FENCE SHALL BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATES SEDIMENTATION.
  5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
  6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF THE DETAIL.
  7. WIRE SHALL BE MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
  8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE,



PLAN VIEW  
REQUIRED LAPPING

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NO.	DATE	BY	DESCRIPTION	
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			FILENAME: 15629 - SHEET 2	
			SCALE: NA	
			SURVEYED BY: NEEL-SCHAFFER INC.	
			DSGN: RPB DATE: 10/2020	
			DRWN: MBW DATE: 10/2020	
			CHKD: RPB DATE: 10/2020	
			QA/QC: X DATE: X	

SULLIVAN PARK SPLASH PAD (REBID)

CITY OF HATTIESBURG  
FORREST COUNTY, MISSISSIPPI



DETAILS OF SILT FENCE  
INSTALLATION

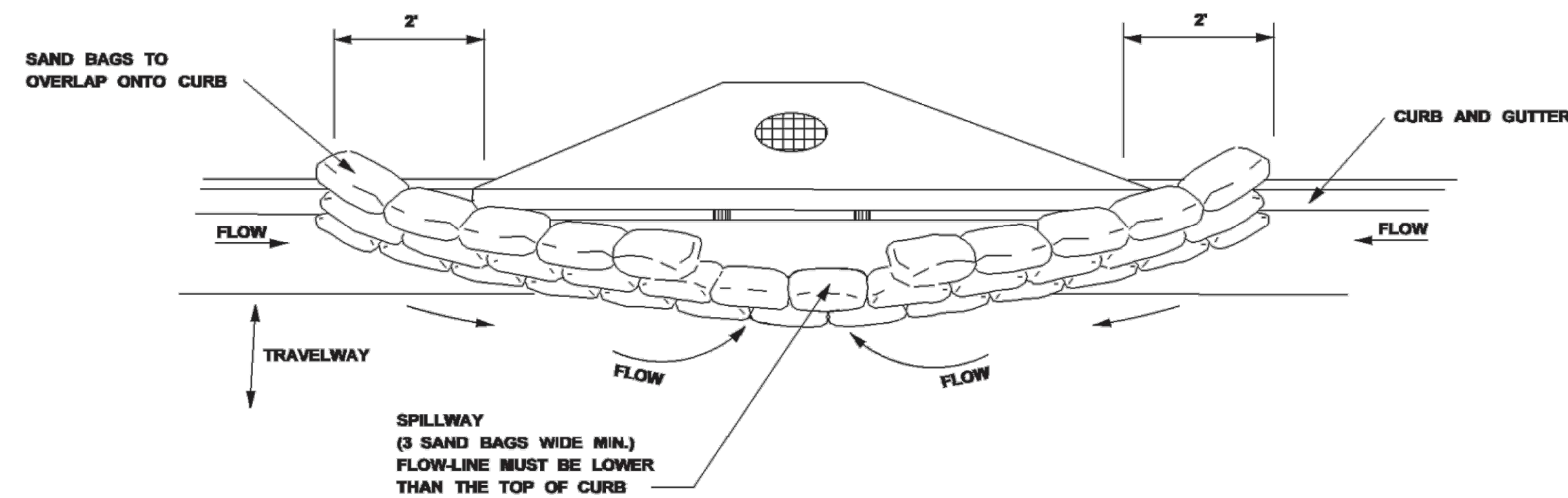
WORKING NUMBER:

SW-1

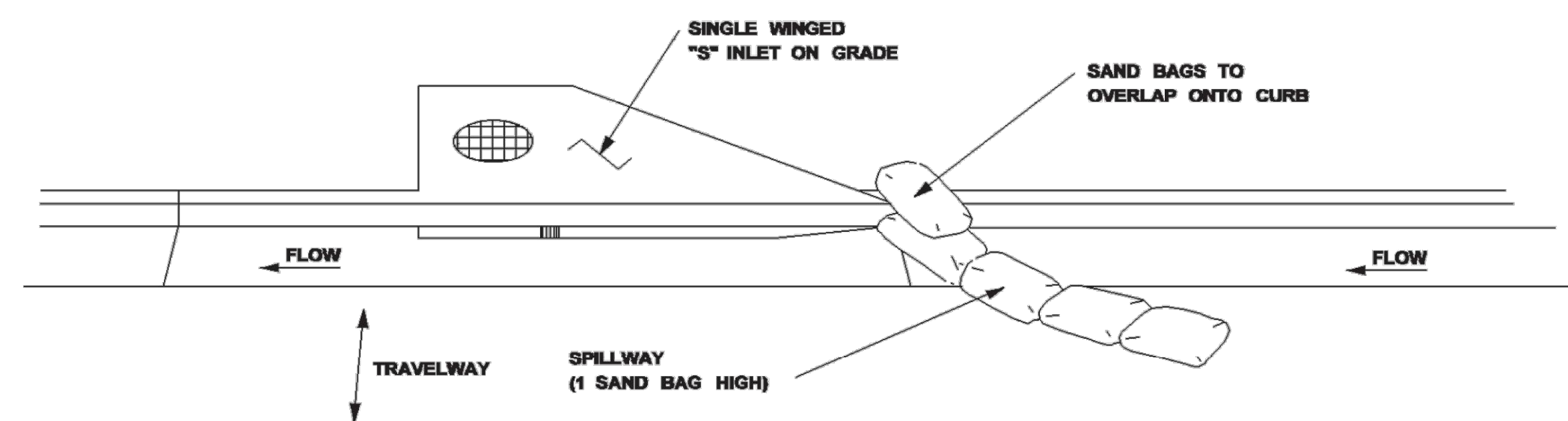
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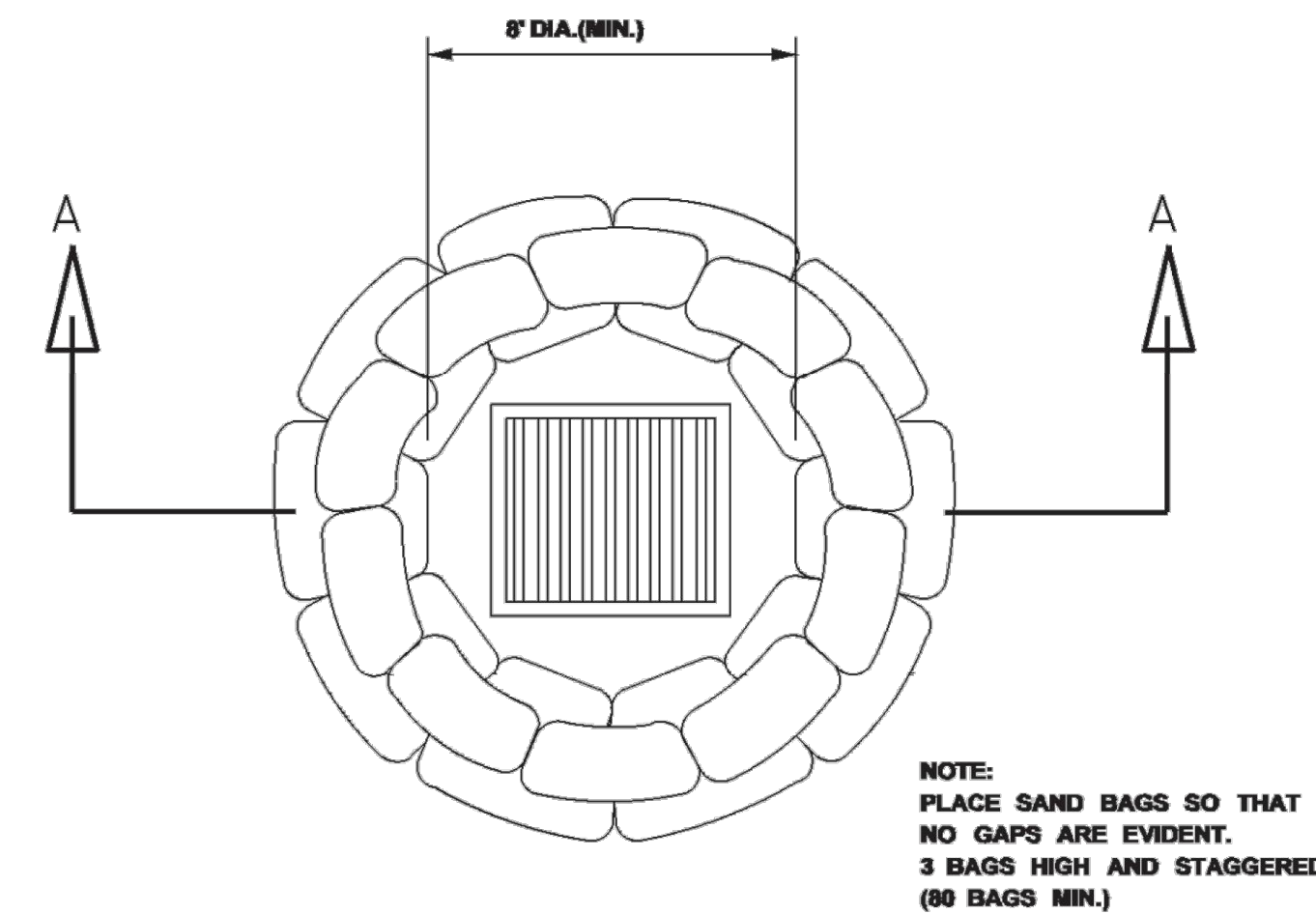




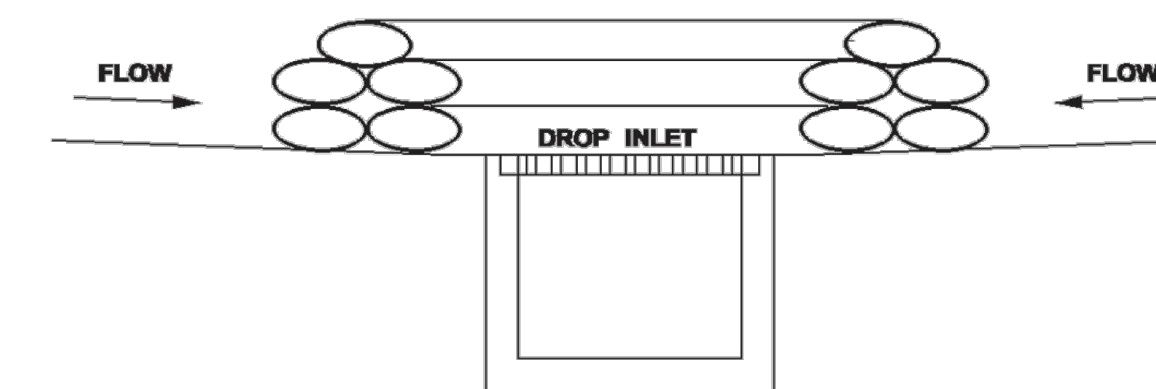
TYPICAL (SAND BAG) PROTECTION FOR INLET IN SAG



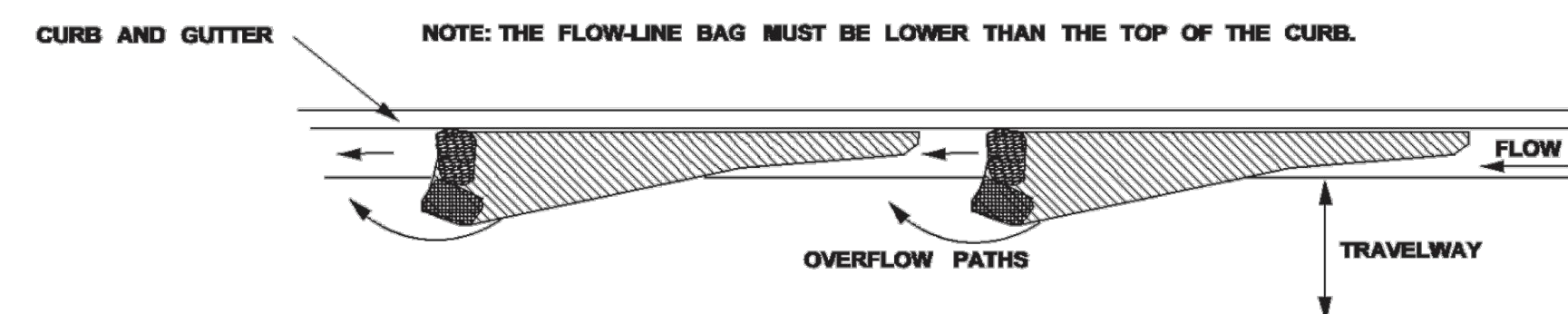
TYPICAL (SAND BAG) PROTECTION FOR INLET ON GRADE



DROP INLET  
PLAN VIEW



SECTION A-A  
SAND BAG BARRIER



CURB AND GUTTER SEDIMENT  
CONTAINMENT SYSTEM

CURB INLET PROTECTION NOTES:

1. THIS CURB INLET PROTECTION METHOD CAN BE USED DURING ANY STAGE OF BASE AND PAVEMENT CONSTRUCTION.
2. BAG HEIGHT AND NUMBER OF BAGS SHOULD BE BASED ON CURB HEIGHT AND USE OF TRAVELWAY.
3. SEDIMENT SHOULD BE CONTROLLED PRIOR TO ENTERING GUTTER. GUTTER CHECKS AND INLET PROTECTION ARE FOR SECONDARY CONTROL.
4. REMOVE ACCUMULATED SEDIMENT AFTER EVERY RAINFALL SWEEP SEDIMENT FROM HARD SURFACES AND DISPOSE OF APPROPRIATELY AWAY FROM INLETS AND/OR WATER BODIES.
5. IF DENUDEED AREAS EXIST BEHIND THE INLET, A SEDIMENT BARRIER SHOULD BE INSTALLED AROUND IT'S PERIMETER TO CONTROL SEDIMENT.

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				FILENAME: 15629 - SHEET 2
				SCALE: NA
				SURVEYED BY: NEEL-SCHAFFER INC.
				DSGN: RPB DATE: 10/2020
				DRWN: MBW DATE: 10/2020
				CHKD: RPB DATE: 10/2020
				QA/QC: X DATE: X

SULLIVAN PARK SPLASH PAD (REBID)

CITY OF HATTIESBURG  
FORREST COUNTY, MISSISSIPPI



INLET PROTECTION  
DETAILS OF SAND BAG

WORKING NUMBER:

SW-2

DRAWING NUMBER:

20

***CONTRACT DOCUMENTS AND TECHNICAL  
SPECIFICATIONS  
FOR  
SULLIVAN PARK SPLASH PAD (REBID)***

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



**NOVEMBER 2020  
*PREPARED BY***



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## ADVERTISEMENT FOR BIDS

Sealed bids will be received by the **City of Hattiesburg** at the Hattiesburg City Council Chamber located at **200 Forrest Street, Hattiesburg, MS, 39401** until **10:00 a.m.** local time on **Thursday, December 10, 2020**, at which time all proposals will be opened and read aloud for:

**Sullivan Park Splash Pad (Rebid)**  
**Sullivan Park**  
**City of Hattiesburg**  
**Hattiesburg, Mississippi**

Due to COVID-19 concerns, bidders are only able to attend the bid opening remotely using the call-in information below.

Call in number           (877) 431-8639  
Conference code        9125072996

Bid documents may be obtained from [www.hattiesburgmsbids.com](http://www.hattiesburgmsbids.com). Electronic bids may be submitted at [www.hattiesburgmsbids.com](http://www.hattiesburgmsbids.com). For any questions regarding the electronic bidding process, please call Plan House at 662-407-0193. Bid preparation shall be in accordance with Instructions to Bidders bound in the Project Manual. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each bid must be received in a sealed envelope which is marked in the lower left-hand corner with the legend, **"Sullivan Park Splash Pad (Rebid)"**.

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities or irregularities therein.

**CITY OF HATTIESBURG, MISSISSIPPI**

BY: _____

TITLE: Kermas Eaton, City Clerk

**Publish on Wednesday, November 4, 2020 & Wednesday, November 11, 2020**

**Return Proof to:**

Neel-Schaffer, Inc.  
Attn: Jennifer Nobles  
P O Box 1487  
Hattiesburg, MS 39403-1487

**Publish in Hattiesburg American & Clarion Ledger**

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#

## INSTRUCTIONS TO BIDDERS

### SULLIVAN PARK SPLASH PAD (REBID) 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](http://www.gomdot.com)) is made a part hereof as if it were attached hereto, except where superseded by special provisions contained herein.

2. DATE AND PLACE OF OPENING OF PROPOSALS

The date, time, and place for opening Proposals will be as set out in the published "Advertisement for Bids."

The Owner reserves the right to postpone the date for presentation and opening of Proposals and will give notice of any such postponement to each known prospective Bidder.

3. FORM FOR PROPOSALS

Proposals must be submitted in duplicate on the forms furnished by the Owner and the envelope containing the Proposals must be sealed and addressed to:

City Clerk  
City of Hattiesburg  
200 Forrest Street  
Hattiesburg, Mississippi 39401

The outside of the envelope containing the Proposal shall bear the inscription:

**SEALED BID FOR: SULLIVAN PARK SPLASH PAD (REBID)  
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



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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

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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

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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

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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

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.

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 100 consecutive calendar days of the Notice to Proceed date unless the period for completion is extended otherwise by the Contract Documents. Substantial completion shall include completion of all work except for plant establishment.

Anticipated Schedule:

Notice to Proceed	January 4, 2021
End of Contract Time	April 13, 2021

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**BIDDER'S PROPOSAL**  
**SULLIVAN PARK SPLASH PAD (REBID)**  
**CITY OF HATTIESBURG, MISSISSIPPI**

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**BIDDER'S PROPOSAL**

**SULLIVAN PARK SPLASH PAD (REBID)  
CITY OF HATTIESBURG, MISSISSIPPI**

DATE: _____, 20_____

PROPOSAL OF _____  
(Name of Bidder)

_____  
(Address of Bidder)

for construction of the Sullivan Park Splash Pad (Rebid).

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

00300-2

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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:

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	Prices Bid and Approximate Quantities – Base Bid					
	Pay Item	Description	Qty	Unit	Unit Price	Price Extension
1.0	234-A	TEMPORARY SILT FENCE	200	LIN. FT.		
2.0	237-A	WATTLES	10	LIN. FT.		
3.0	203-E	BORROW EXCAVATION, CLASS B9	160	CU. YD.		
4.0	265-A	6" PVC PIPE	80	LIN. FT.		
5.0	SP1	RECIRCULATION SYSTEM	1	LUMP SUM	XXXX	
6.0	SP2	SPRAY FEATURE, GROUND SPRAYS (ALL TYPES)	7	EACH		
7.0	SP3	SPRAY FEATURE, GUITAR	1	LUMP SUM	XXXX	
8.0	SP4	SPRAY FEATURE, TUMBLE BUCKET	1	LUMP SUM	XXXX	
9.0	SP5	SPRAY FEATURE, SAXOPHONE	1	LUMP SUM	XXXX	
10.0	SP6	ACTIVATOR POWER POST	1	LUMP SUM	XXXX	
11.0	SP7	CONTROLLER	1	LUMP SUM	XXXX	
12.0	SP8	SUMP DRAIN BOXES	2	EACH		
13.0	SP9	SHADE STRUCTURE	2	EACH		
14.0	SP10	SPLASH PAD ELECTRICAL	1	LUMP SUM	XXXX	
15.0	SP11	NON-SKID COLOR PLAY SURFACE	1025	SQ. FT		
16.0	608-B	CONCRETE SIDEWALK, WITH REINFORCEMENT	2350	SQ. FT.		
17.0	U1	CONNECT TO EXISTING SEWER SERVICE	1	LUMP SUM	XXXX	
18.0	U2	CONNECT TO EXISTING WATER METER	1	LUMP SUM	XXXX	
19.0	U3	4" SANITARY SEWER SERVICE LINE	120	LIN. FT.		
20.0	U4	4" SANITARY SEWER CLEAN OUT	3	EACH		
21.0	U5	2" WATER SERVICE	160	LIN. FT.		
22.0	216-B	SOLID SOD, CENTIPEDE	300	SQ. YD.		
23.0	SIGN	SIGN (ALLOWANCE)	1	ALLOWANCE	\$500.00	\$500.00
24.0	AM-1	4' BENCH	3	EACH		
25.0	AM-2	TRASH RECEPTACLE	1	LUMP SUM	XXXX	
26.0	620-A	MOBILIZATION & CONSTRUCTION STAKING	1	LUMP SUM	XXXX	
	TOTAL BASE BID =					

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#Neel-Schaffer, Inc.  
South Mississippi

00300-4

Final: November, 2020

S:\PROJECTS\8000\86\8667 - Hburg Gen Consulting\8667.018\Task #38 &amp; #39 - Sullivan Park Pavilion\Contract Docs\Front End Docs



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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.

BIDS SHALL INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.

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Neel-Schaffer, Inc.  
South Mississippi

00300-5

*Final: November, 2020*

S:\PROJECTS\8000\86\8667 - Hburg Gen Consulting\8667.018\Task #38 & #39 - Sullivan Park Pavilion\Contract Docs\Front End Docs

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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

#  
#

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**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

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00300-7

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**NON-COLLUSION AFFIDAVIT**

**SULLIVAN PARK SPLASH PAD (REBID)  
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_____.

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00300-8

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**BID BOND**

**SULLIVAN PARK SPLASH PAD (REBID)  
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.

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00300-9

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**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:_____

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**PROPOSED SUBCONTRACTORS**

**SULLIVAN PARK SPLASH PAD (REBID)  
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


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00300-11

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**CONTRACT FORMS**

**SULLIVAN PARK SPLASH PAD (REBID)**  
**CITY OF HATTIESBURG, MISSISSIPPI**

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**CONTRACT**

**SULLIVAN PARK SPLASH PAD (REBID)  
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 "Sullivan Park Splash Pad (Rebid)" project in strict accordance with the Contract Documents and the Contract Drawings.
2. The Contractor will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will attain Final Completion within the contract time stipulated in the Advertisement for Bids unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The Contractor agrees to pay, as liquidated damages, the actual damages, costs, losses and expenses reasonably incurred by Owner for each consecutive calendar day that he shall be in default in attaining Final Completion within the time stipulated as provided herein.
3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications as if formally recopied in this Contract.
4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, and to the complete satisfaction of the Owner or his authorized representatives, and in accordance with the Laws of the state of Mississippi and the Ordinances of the Owner, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the contract amount of _____ (\$ _____) plus the amount of any supplemental agreements and force accounts for extra work authorized and duly set forth in a written change order approved and executed by the Owner and set forth in the public minutes of the Owner and in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.
5. The Contractor shall protect, indemnify and save harmless the Owner from and against any

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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.

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**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)**

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**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

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## GENERAL INSTRUCTIONS FOR BONDS

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

---

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

---

(Name of Contractor)

---

(Address of Contractor)

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

---

(Name of Surety)

---

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

---

(Name of Owner)

---

(Address of Owner)

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

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

---

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

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

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

---

00500-7

---

extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall  
(number)  
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

_____  
(Principal) Secretary  
(Seal)

_____  
Principal  
By _____

_____  
(Address)

_____  
Witness as to Principal

_____  
(Address)

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.

---

00500-9



---

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall  
(number)  
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

_____  
(Seal) (Principal) Secretary

_____  
By Principal

_____  
(Address)

_____  
Witness as to Principal

_____  
(Address)

ATTEST:

_____  
Surety

By _____

_____  
Witness as to Surety

_____  
(Address)

_____  
(Address)

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most  
current list (Circular 570 as amended) and be authorized to transact business in the State  
where the PROJECT is located.

---

**NOTICE OF AWARD**

Date _____

TO: _____

RE: Sullivan Park Splash Pad (Rebid)  
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.

Russ Bryan, ASLA  
Senior Project Manager

c: Lamar Rutland, P. E.  
City of Hattiesburg  
200 Forrest Street  
Hattiesburg, MS 39401

#### ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____ this, the  
_____ day of _____, 20_____.

By _____

Title _____

---

**NOTICE TO PROCEED**

Date

To: _____

Attention: _____

REFERENCE: NOTICE TO PROCEED  
SULLIVAN PARK SPLASH PAD (REBID)  
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. Geoffrey P. Crosby, P.E., of Neel-Schaffer, Inc. will be the designated representative of the Engineer.

Please return a copy of this NOTICE TO PROCEED and ACCEPTANCE OF NOTICE to the undersigned and to Neel-Schaffer, Inc., indicating your receipt of this document in the space provided below.

Sincerely,

City of Hattiesburg, Mississippi

Mayor Toby Barker

---

**ACCEPTANCE OF NOTICE**

**Receipt of the above NOTICE TO PROCEED**

is hereby acknowledged by _____

this, the _____ day

of _____, 20_____.

By _____

Title _____

### CONTRACT CHANGE ORDER

OWNER: _____ PROJECT NAME: _____

CONTRACTOR: _____

DATE: _____

CHANGE ORDER NUMBER: _____ CONTRACT NUMBER: _____

REASON FOR CHANGE: _____

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT  
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QTY	UNIT COST	TOTAL CONTRACT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

<b>TOTAL CONTRACT CHANGE</b>	\$
	<b>TOTAL CONTRACT</b>
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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EJCDC warrants the CDs and diskettes on which **EJCDC Design and Construction Related Documents** is furnished to be free from defects in materials and



workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

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EJCDC does not warrant that the functions contained in **EJCDC Design and Construction Related Documents** will meet your requirements or that the operation of **EJCDC Design and Construction Related Documents** will be uninterrupted or error free.

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EJCDC's entire liability and your exclusive remedy shall be:

1. the replacement of any document not meeting EJCDC's "Limited Warranty" which is returned to EJCDC's selling agent with a copy of your receipt, or
2. if EJCDC's selling agent is unable to deliver a replacement CD or diskette which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

In no event will EJCDC be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use **EJCDC Design and Construction**

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

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**General:**

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](mailto: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



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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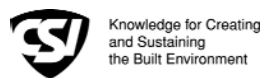
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American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400

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

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## GENERAL CONDITIONS

### ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

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#### 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

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### *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

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##### 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

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### 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.

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## 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

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#### 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.

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## ARTICLE 7 - OTHER WORK AT THE SITE

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### 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

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### 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

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## 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

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#### 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

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### 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

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### 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

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#### 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

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### 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

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#### 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

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### 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.

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**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:

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## 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

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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

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

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

7. Contractor's Responsibilities

Delete Paragraph 6.02.B in its entirety.

8. Record Documents

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

9. Limitations on ENGINEER'S Responsibilities

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

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

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

10. Change of the Contract Time

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

11. Payments to **CONTRACTOR**

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

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



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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 Substantial Completion of the work. The **CONTRACTOR** will be subject to liquidated damages in the amount of \$250 for each consecutive calendar day after the time stipulated for Substantial Completion of the work. The actual costs include, but are not limited to construction related costs resulting from the Contractor’s failure to complete the work on schedule.

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 * ***

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**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

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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

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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 ****

**MEASUREMENT AND PAYMENT****PART 1 - GENERAL****1.01 Description**

- A. CONTRACTOR shall furnish all labor, materials, tools, equipment, appurtenances and all services necessary to perform all Work required, at the lump sum or unit prices for the items listed herein.
- B. The items listed below beginning with Article 1.04, refer to and are the same pay items listed in the Proposal. They constitute all of the pay items for the completion of the Contract. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant, services, CONTRACTOR'S or ENGINEER'S field offices, layout surveys, job signs, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, removal of waste, watchmen, bonds, insurance, and all other requirements of the Contract Documents. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and unit pay items listed herein.

**1.02 Engineer's Estimate of Quantities**

The ENGINEER's estimated quantities for unit bid prices, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. The OWNER does not expressly or by implication agree that the nature of the materials encountered below the surface of the ground or the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as OWNER may deem necessary.

**1.03 Related Provisions Specified Elsewhere**

- A. Payments to CONTRACTOR: Refer to General Conditions and Supplemental Conditions.
- B. Changes in Contract Price: General Conditions and Contract Forms.
- C. Schedule of Values: Section 01026.

**1.04 Base Bid Items**

Item 1.0 – Temporary Silt Fence:

- 1. Description: This item shall include all labor, materials, equipment and incidentals required for installation and maintenance of temporary silt fence throughout the duration of the project. Silt Fence shall be as shown and specified in the contract documents or as directed by the engineer and shall be removed upon completion of the project.
- 2. Measurement and Payment: This item shall be paid per linear foot of silt fence

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installed and accepted at the unit price indicated in the Prices Bid Table.

Item 2.0 – Wattles:

1. Description: This item shall include all labor, materials, equipment and incidentals required for installation and maintenance of wattles throughout the duration of the project. Wattles shall be as shown and specified in the contract documents or as directed by the engineer and shall be removed upon completion of the project.
2. Measurement and Payment: This item shall be paid for per linear feet at the price indicated in the Prices Bid Table installed and accepted.

Item 3.0 – Borrow Excavation, Class B9:

1. Description and Measurement: This item shall include all work associated with furnishing, placing and compacting Borrow Excavation, Class B9. The quantity for borrow excavation shall be measured for payment on as (LVM) loose vehicle measure.
2. Payment: This item shall be paid for at the unit price indicated in the Prices Bid Table per cubic yard (LVM) of material installed and accepted.

Item 4.0 – 6” PVC Pipe:

1. Description and Measurement: This item shall include all work associated with furnishing, placing, trenching and compacting 6” PVC pipe. The quantity for 6” PVC pipe shall be measured for payment on as per linear feet.
2. Payment: This item shall be paid for at the unit price indicated in the Prices Bid Table per linear foot of 6” PVC pipe installed and accepted.

Item 5.0 – Recirculation System:

1. Description: This item shall include all labor, materials, equipment, and incidentals required for installation of Recirculation System as noted in the plans.
2. Measurement and Payment: Lump Sum Payment for this item shall be at the unit price indicated in the Prices Bid Table.

Item 6.0 – Play Feature, Ground Sprays (All Types):

1. Description: This item shall include all labor, materials, equipment, and incidentals (including piping/plumbing) required for installation of Play Feature, Ground Sprays (All Types) as noted in the plans.
2. Measurement and Payment: This item shall be paid for at the unit price indicated in the prices Bid Table per each installed and accepted.

Item 7.0 – Play Feature, Guitar:

1. Description: This item shall include all labor, materials, equipment, and incidentals (including piping/plumbing) required for installation of Play Feature, Guitar as noted in the plans.

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2. Measurement and Payment: Lump Sum Payment for this item shall be at the unit price indicated in the Prices Bid Table.

Item 8.0 – Play Feature, Tumble Bucket:

1. Description: This item shall include all labor, materials, equipment, and incidentals (including piping/plumbing) required for installation of Play Feature, Tumble Bucket as noted in the plans.
2. Measurement and Payment: This item shall be paid for at the unit price indicated in the prices Bid Table per each installed and accepted.

Item 9.0 – Play Feature, Saxophone:

1. Description: This item shall include all labor, materials, equipment, and incidentals (including piping/plumbing) required for installation of Play Feature, Saxophone as noted in the plans.
2. Measurement and Payment: This item shall be paid for at the unit price indicated in the prices Bid Table per each installed and accepted.

Item 10.0 – Activator Power Post

1. Description: This item shall include all labor, materials, equipment, and incidentals (including conduit/wiring) required for installation of Activator Power Post as noted in the plans.
2. Measurement and Payment: Lump Sum Payment for this item shall be at the unit price indicated in the Prices Bid Table.

Item 11.0 – Controller

1. Description: This item shall include all labor, materials, equipment, and incidentals (including conduit/wiring) required for installation of Controller as noted in the plans.
2. Measurement and Payment: Lump Sum Payment for this item shall be at the unit price indicated in the Prices Bid Table.

Item 12.0 – Sump Drain Boxes:

1. Description: This item shall include all labor, materials, equipment, and incidentals (including all items related to piping, fittings and connections) required for installation of Sump Drain Boxes as a functioning part of the recirculating system as noted in the plans.
2. Measurement and Payment: This item shall be paid for at the unit price indicated in the prices Bid Table per each installed and accepted.

Item 13.0 – Shade Structure:

1. Description: This item shall include all labor, materials, equipment, and incidentals (including all items related to fabric, posts, connections and footings) required for installation of Shade Structure as noted in the plans.

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2. Measurement and Payment: This item shall be paid for at the unit price indicated in the prices Bid Table per each installed and accepted.

Item 14.0 – Splash Pad Electrical

1. Description: This item shall include all labor, materials, equipment, and incidentals required for installation of Splash Pad Electrical as noted in the plans and specifications.
2. Measurement and Payment: Lump Sum Payment for this item shall be at the unit price indicated in the Prices Bid Table.

Item 15.0 – Non-Skid Color Play Surface:

1. Description: This item shall include all labor, materials, equipment, and incidentals required for installation of non-skid color play surface as shown and specified.
2. Measurement and Payment: This item shall be paid for at the unit price indicated in the Prices Per Bid Table per square feet of non-skid color play surface installed and accepted.

Item 16.0 – Concrete Sidewalk, With Reinforcement:

1. Description: This item shall include all labor, materials, equipment, and incidentals required for installation of concrete sidewalk, with reinforcement as shown and specified including, but not limited to fine grading, formwork, joints, sealants, curing, and finishing.
2. Measurement and Payment: This item shall be paid for at the unit price indicated in the Prices Per Bid Table per square yard of concrete sidewalk installed and accepted.

Item 17.0 – Connect to Existing Sewer Service

1. Description: This item shall include all labor, materials, equipment, and incidentals required for a connection to existing sewer service as noted in the plans and specifications.
2. Measurement and Payment: Lump Sum Payment for this item shall be at the unit price indicated in the Prices Bid Table.

Item 18.0 – Connect to Existing Water Meter

1. Description: This item shall include all labor, materials, equipment, and incidentals required for a connection to existing water meter as noted in the plans and specifications.
2. Measurement and Payment: Lump Sum Payment for this item shall be at the unit price indicated in the Prices Bid Table.

Item 19.0 – 4” Sanitary Sewer Service Line

1. Description: This item shall include all labor, materials, equipment, and incidentals required for a 4” Sanitary Sewer Service Line as noted in the plans and specifications.



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2. Measurement and Payment: This item shall be paid for per linear feet at the price indicated in the Prices Bid Table installed and accepted.

Item 20.0 – 4” Sanitary Sewer Clean Out

1. Description: This item shall include all labor, materials, equipment, and incidentals required for a 4” Sanitary Sewer Clean Out as noted in the plans and specifications.
2. Measurement and Payment: This item shall be paid for at the unit price indicated in the prices Bid Table per each installed and accepted.

Item 21.0 – 2” Water Service:

1. Description: This item shall include all labor, materials, equipment, and incidentals required for a 2” Water Service as noted in the plans and specifications.
2. Measurement and Payment: This item shall be paid for per linear feet at the price indicated in the Prices Bid Table installed and accepted.

Item 22.0 – Solid Sod, Centipede:

1. Description: This item shall include all labor, materials, equipment, and incidentals required for installation of Solid Sod, Centipede as directed and specified including, but not limited to grading, fine grading, sod placement, rolling and watering.
2. Measurement and Payment: This item shall be paid for at the unit price indicated in the Prices Per Bid Table per square yard of Solid Sod, Centipede installed and accepted.

Item 23.0 – Sign Allowance:

1. Description: This item shall include all labor, materials, equipment, and incidentals required for installation of a project sign as directed by the Engineer.
2. Measurement and Payment: This item shall be paid for at the lump sum allowance of \$500.

Item 24.0 – 4’ Bench:

1. Description: This item shall include all labor, materials, equipment, and incidentals required for the placement of a 4’ Bench as noted in the plans.
2. Measurement and Payment: This item shall be paid for at the unit price indicated in the prices Bid Table per each installed and accepted.

Item 25.0 – Trash Receptacle:

1. Description: This item shall include all labor, materials, equipment, and incidentals required for the placement of a 4’ Bench as noted in the plans.
2. Measurement and Payment: This item shall be paid for at the unit price indicated in the prices Bid Table per each installed and accepted.

Item 26.0 – Mobilization & Construction Staking:

1. Description, Measurement and Payment: The lump sum payment for this item will

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be full compensation for providing all initial services, staking, bonds, insurance, temporary facilities and required job mobilization to commence the Work as specified and the removal of all on-site facilities upon completion of the work. Payment for mobilization and staking shall be made on the first two Pay Estimates at a rate of 50% each.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**** END OF SECTION ****

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## SECTION 01026

### SCHEDULE OF VALUES

#### PART 1 GENERAL

##### 1.01 Requirements Included

The Schedule of Values is an itemized list that establishes the value or cost of each part of the work as defined in Section 01025, Part 1.04. All other work shall be paid according to the Prices Bid Table. It shall be used as the basis for preparing progress payments and may be used as a basis for negotiations concerning additional work or credits which may arise during the construction. Quantities and unit prices may be included in the schedule when approved by or required by the ENGINEER.

##### 1.02 Preparation

- A. Schedule shall show breakdown of labor, materials equipment and other costs used in preparation of the Bid.
- B. Costs shall be in sufficient detail to indicate separate amounts for each Section of the Specifications.
- C. CONTRACTOR may include items for bond, insurance, temporary facilities and job mobilization within the mobilization bid item.
- D. Schedule of Values shall be prepared on 8-1/2 inch by 11 inch white paper.
- E. Use Table of Contents of the Specifications as basis for Schedule format and identify each item with number and title in the Table of Contents. List sub-items of major products or systems as appropriate or when requested by ENGINEER.
- F. When requested by ENGINEER, support values with data that will substantiate their correctness.
- G. The sum of the individual values shown on the Schedule of Values must equal the total Contract Price.
- H. The manner in which overhead and profit are shown shall be supported by the ENGINEER.
- I. Schedule shall show the purchase and delivery costs for materials and equipment that the CONTRACTOR anticipates he shall request payment for prior to their installation.

##### 1.03 Submittal

Submit two copies of Schedule to ENGINEER for approval at least 20 days prior to submitting first application for a progress payment. After review by ENGINEER, revise and resubmit Schedule as required until it is approved.

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**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**** END OF SECTION ****

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## SECTION 01027

### APPLICATIONS FOR PAYMENT

#### PART 1 GENERAL

##### 1.01 Requirements Included

Submit Applications for Payment to the ENGINEER in accordance with the General Conditions and in the form required by the OWNER.

##### 1.02 Format and Data Required

- A. Submit applications typed with itemized Schedule of Values data typed on 8-1/2 inch x 11 inch white continuation sheets.
- B. Provide detailed substantiating data on additional sheets, including paid invoices where applicable.

##### 1.03 Preparation of Application for Progress Payments

- A. Application Form:
  - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
  - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
  - 3. Execute certification with signature of a responsible officer of the CONTRACTOR.
- B. Continuation Sheets:
  - 1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
  - 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to the nearest dollar or as specified for Schedule of Values.
  - 3. List each Change Order executed prior to date of submission by Change Order Number and description.
  - 4. To receive payment for materials stored on site, submit copies of the original paid invoices with the application for payment.

##### 1.04 Substantiating Data for Progress Payments

- A. Provide substantiating data containing suitable information for review of costs requested with the applications for progress reports identifying:
  - 1. The payment item to which the substantiating data applies.
  - 2. Application number and date.
  - 3. Detailed list of enclosures.
  - 4. For stored materials:
    - a. Item number and identification as shown on application.
    - b. Description of specific material and invoice of delivered material.

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- c. Consolidated inventory of stored materials showing:
    - (1) Materials received.
    - (2) Materials used.
  - d. Additional stored materials may not be claimed upon reaching 75% completion of the total project.
  - e. Stored Materials shall be inventoried jointly prior to each pay request.
- B. Submit one copy of data for each copy of application for payment.
- C. The CONTRACTOR is to maintain an updated set of record drawings in accordance with Section 01720. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the OWNER and the ENGINEER.
- D. Construction photographs as required by Section 01380 will be submitted with each progress payment and shall be considered a part of that payment request.
- E. Updated construction schedule showing work completed and work projected by month to the completion of the project.

#### **1.05 Preparation of Application for Final Payment**

- A. Fill in application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statement of accounting.

#### **1.06 Submittal Procedure**

- A. Submit applications for payment to the ENGINEER at the times stipulated in the General Conditions.
- B. Initially a pencil draft application shall be informally submitted to the ENGINEER who shall review the draft with the CONTRACTOR and make adjustments as appropriate. The CONTRACTOR shall then prepare a formal typed application using the informally approved amounts and submit three (3) complete sets to the ENGINEER.
- C. When the ENGINEER finds the application properly completed and correct, as informally approved, he will transmit it to the OWNER for payment with a copy to the CONTRACTOR.

### **PART 2 PRODUCTS (NOT USED)**

### **PART 3 EXECUTION (NOT USED)**

**** END OF SECTION ****

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## 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.

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## **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**

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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)**

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## SECTION 01041

### PROJECT COORDINATION

#### PART 1 GENERAL

##### 1.01 Work Progress

The CONTRACTOR shall furnish personnel and equipment which will be efficient, appropriate, and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the contract. If at any time such personnel appear to the ENGINEER to be inefficient, inappropriate, or insufficient for performing the quality of work required or for producing the rate of progress aforesaid, he may order the CONTRACTOR to increase the efficiency, change the character or increase the personnel and equipment, and the CONTRACTOR shall conform to such order at his own expense. Failure of the ENGINEER to give such order shall in no way relieve the CONTRACTOR of his obligations to perform the work at the specified quality and rate of progress.

##### 1.02 Private Land

The CONTRACTOR shall not enter or occupy private land outside of the OWNER'S land, right-of-ways, or servitudes except by written permission of both the OWNER and the Owner of the private land. Such permission shall be obtained by and at the expense of the CONTRACTOR and at no additional cost to the OWNER.

##### 1.03 Work Locations

Work shall be located substantially as indicated on the Drawings, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

##### 1.04 Open Excavations

All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The CONTRACTOR shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by the public, OWNER'S and ENGINEER'S personnel, and workmen.

##### 1.05 Test Pits

Test pits for the purpose of locating underground utilities or structures which may interfere with installation of the Work shall be excavated in advance of the Work and backfilled by the CONTRACTOR. Test pits shall be backfilled immediately after their purpose has been satisfied and maintained in a manner satisfactory to the ENGINEER. The costs for such test pits shall be included in the cost of the work for which the test pits benefit.

##### 1.06 Water for Construction Purposes

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- A. In locations where public water supply is available, the CONTRACTOR shall purchase water for all construction purposes.
  - B. The CONTRACTOR shall make his own arrangements and pay all costs for connections to public water systems and for water used. Existing OWNER supplies or connections shall not be used without prior approval by OWNER.

#### **1.07 Maintenance of Flow**

The CONTRACTOR shall maintain the flow of sewers, drains, and water courses interrupted during the progress of the Work, including complete pumped bypass systems where necessary. The CONTRACTOR shall immediately remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the ENGINEER well in advance of the interruption of any flow. All temporary works installed for flow maintenance shall be removed when the permanent work is finished and the areas cleaned and restored to good condition.

#### **1.08 Protection of Construction and Equipment**

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed. All portions of the work injured shall be reconstructed by the CONTRACTOR at his own expense.
- B. All structures shall be protected in a suitable manner. Should any parts of the structures become heaved, cracked or otherwise damaged, all such damaged portions of the work shall be completely repaired and made good by the CONTRACTOR at his own expense and to the satisfaction of the ENGINEER. If, in the final inspection of the work, any defects, faults or omissions are found, the CONTRACTOR shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the CONTRACTOR shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein for at least the guarantee period described in the contract.
- C. The CONTRACTOR shall take all necessary precautions to prevent damage to any structure due to water pressure (groundwater or surface water) during and after construction and until such structure is accepted and taken over by the OWNER.
- D. The CONTRACTOR is responsible for security of the site. Security of all equipment, material, tools, machinery, supplies, structures, buildings, vehicles and offices is the responsibility of the CONTRACTOR. Measures to affect job site security and limit unauthorized access, including temporary fencing, security guards, and other measures are the responsibility of the CONTRACTOR at his expense.

#### **PART 2 PRODUCTS (NOT USED)**

#### **PART 3 EXECUTION (NOT USED)**

**** END OF SECTION ****

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## **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

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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

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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.

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## SECTION 01045

### CUTTING AND PATCHING

#### PART 1 GENERAL

##### 1.01 REQUIREMENTS INCLUDED

Contractor shall be responsible for all cutting, fitting and patching, including attendant excavation and backfill, required to complete the Work to include:

- A. Make its several parts fit together properly.
- B. Uncover portions of the Work to provide for installation of ill-timed work.
- C. Remove and replace defective work.
- D. Remove and replace work not conforming to requirements of the Contract Documents
- E. Remove samples of installed work as specified for testing.

##### 1.02 SUBMITTALS

- A. Submit a written request to the Engineer well in advance of executing any cutting or alteration which affects:
  - 1. Work of the Owner or any separate contractor.
  - 2. Structural value or integrity of any element of the Project or work.
  - 3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
  - 4. Efficiency, operational life, maintenance or safety of operational elements.
  - 5. Visual qualities of sight-exposed elements.
- B. Request shall include:
  - 1. Identification of the work.
  - 2. Description of affected work.
  - 3. The necessity for cutting, alteration or excavation.
  - 4. Effect on work of Owner or any separate Contractor, or on structural or weatherproof integrity of work.

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5. Description of proposed work:
    - a. Scope of cutting, patching, alteration, or excavation.
    - b. Trades who will execute the work.
    - c. Products proposed to be used.
    - d. Extent of refinishing to be done.
  6. Alternatives to cutting and patching.
  7. Cost proposal, when applicable.
- C. Submit written notice to the Engineer designating the date and the time the work will be uncovered.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS**

Comply with specifications and standards for each specific product involved.

## **PART 3 EXECUTION**

### **3.01 INSPECTION**

- A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect conditions affecting installation of products or performance or work.
- C. Report unsatisfactory or questionable conditions to the Engineer in writing; do not proceed with work until the Engineer has provided further instructions.

### **3.02 PREPARATION**

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for the portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

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### 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.

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**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

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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**#,#,

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## 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

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	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

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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

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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 * ***

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**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 ****

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**SECTION 01310**  
**CONSTRUCTION SCHEDULES**

**PART 1 GENERAL**

**1.01 REQUIREMENTS INCLUDED**

- A. Contractor shall comply with the General Conditions.
- B. Submit revised progress schedules periodically.

**1.02 FORM OF SCHEDULES**

- A. Prepare schedules in the form of a horizontal bar chart.
  - 1. Provide separate horizontal bar for each trade or operation.
  - 2. Horizontal time scale; identify the first work day of each week.
  - 3. Scale and spacing: To allow for notations and future revisions.
  - 4. Minimum sheet size: 8-1/2 inches by 11 inches.
- B. Format of listings: The table of contents of the Contract Documents.
- C. Identification of listings: Items of work.

**1.03 CONTENT OF SCHEDULE:**

- A. Construction Progress Schedule:
  - 1. Show the complete sequence of construction by activity.
  - 2. Show the dates for the beginning, and completion of each major element of construction.
  - 3. Show projected percentage of completion for each item, as of the first day of each month.
  - 4. Show an anticipated monthly payment schedule.
- B. Submittal Schedule for Shop Drawings, Product Data and Samples. Show:
  - 1. The dates for Contractor's submittal.
  - 2. The dates approved submittal will be required from the Engineer.

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#### **1.04 PROGRESS REVISIONS**

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
  - 1. Major changes in scope.
  - 2. Activities modified since previous submission.
  - 3. Revised projections of progress and completion.
  - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
  - 1. Problem areas, anticipated delays, and the impact on the schedule.
  - 2. Corrective action recommended, and its effect.

#### **1.05 SUBMISSIONS**

- A. Submit initial schedules in accordance with the General Conditions.
  - 1. Engineer will review schedules and return review copy within ten (10) days after receipt.
  - 2. If required, Contractor shall resubmit within seven (7) days after return of review copy.
- B. Submit revised progress schedules with each Application for Payment.

#### **PART 2 PRODUCTS (NOT USED)**

#### **PART 3 EXECUTION (NOT USED)**

**** END OF SECTION ****

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## SECTION 01340

### SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

#### PART 1 GENERAL

##### 1.01 Requirements Included:

- A. The Contractor shall submit to the Engineer for review and exception, if any, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within fifteen (15) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way relieve the Contractor from submitting complete shop drawings, data, and samples in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting. This log should include the following items:
  - 1. Submittal Description and Number assigned.
  - 2. Date to Engineer.
  - 3. Date returned to Contractor (from Engineer).
  - 4. Status of Submittal (No exceptions taken, returned for confirmation or resubmittal, rejected).
  - 5. Date of Resubmittal and Return (as applicable).
  - 6. Date material released (for fabrication).
  - 7. Projected date of fabrication.
  - 8. Projected date of delivery to site.
  - 9. Status of O&M manuals submittal.

##### 1.02 Contractor's Responsibility

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- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp or evidence that the Contractor has not performed the required review will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.
- B. Determine and verify:
  - 1. Field measurements.
  - 2. Field construction criteria.
  - 3. Catalog numbers and similar data.
  - 4. Conformance with Specifications and indicate all variances from the Specifications.
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him by the Engineer with no exceptions taken.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Engineer receives them.
- F. The Contractor shall submit five (5) copies of shop drawings and descriptive or product data submittal to complement shop drawings to the Engineer which will be retained for his use.
- G. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
- H. The Contractor shall utilize a Sequential Numbering System for submittals (1-999). Resubmittals or confirming material shall be assigned a letter next to the submittal number, i.e. A= second submittal, B= third submittal, etc.
- I. Submittals shall include a certified statement of compliance to the requirements detailed in the specifications in addition to other submittal requirements. This certification shall be prepared by the manufacturer and not the local supplier. Validity of the authority and position of the person signing the certification shall be verified by a Notary Public. The statement of compliance shall address each point of conformance contained in the governing specifications with definite comments of either compliance or non-compliance. Statements of non-compliance with points of conformance shall be accompanied by a statement of

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justification as to the reason for non-conformance and why the non-complying feature is considered to be either equal to or better than the specified feature. The Engineer will use the certified statement of compliance in his evaluation of the submittal rendering a judgment as to equality to the specified product and issuing a statement as to whether the product is acceptable for or rejected from incorporation into the work.

- J. When a manufacturer named in the controlling specification is chosen to supply a product and the details of manufacture, size, and installation are shown on this standard catalog cut sheets, the manufacturer may submit the certified statement of compliance as detailed above along with installation details specific to the work such as laying schedules, etc. as required, deleting the standardized catalog data.

### 1.03 Engineer's Review of Shop Drawings

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation.
- B. The review of drawings and schedules will be general, and shall not be construed:
  - 1. as permitting any departure from the Contract requirements;
  - 2. as relieving the Contractor of responsibility for any errors, including details, dimensions, omissions and materials;
- C. If the drawings or schedules as submitted describe variations per subparagraph (1.04.D), and show a departure from the Contract requirements which Engineer finds to be in the best interest of the Owner and to be so minor as not to involve a change in Contract Price or Time, The Engineer may return the reviewed Drawings without noting any exception.
- D. After the ENGINEER completes his review, the Shop Drawings will be marked with one of the following notations:
  - 1. No Exceptions Taken.
  - 2. Make Corrections Noted.
  - 3. Revise and Resubmit.
  - 4. Rejected.
  - 5. Submit Specified Item.
- E. If a submittal is acceptable, it will be marked "No Exception Taken" or "Make Corrections Noted". Three copies of the submittal will be returned to the CONTRACTOR.
- F. Upon return of a submittal marked "No Exception Taken" or "Make Corrections Noted", the CONTRACTOR may order, ship or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.
- G. If a Shop Drawing action is "Make Corrections Noted" but has extensive corrections or corrections affecting other drawings or Work, the ENGINEER may require that the CONTRACTOR make the corrections indicated thereon and resubmit the Shop Drawings for

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record purposes. In this case, the submittal will be marked "Make Corrections Noted-Resubmit".

- H. If a submittal is unacceptable, two copies will be returned to the CONTRACTOR with one of the following notations:
  - 1. "Revise and Resubmit"
  - 2. "Rejected"
- I. Upon return of a submittal marked "Revise and Resubmit", the CONTRACTOR shall make the corrections indicated and repeat the initial approval procedure. The "Rejected" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, the CONTRACTOR shall repeat the initial approval procedure utilizing acceptable material or equipment.
- J. Submittals lacking adequate details or information to allow the ENGINEER to determine whether or not the submittal meets the intent of the Contract specifications shall be marked "Submit Specified Item" and returned without further comment.
- K. Shop Drawings or other submittals not bearing the ENGINEER'S "No Exception Taken" or "Make Corrections Noted" notations shall not be issued to Subcontractors nor utilized for construction purposes. No Work shall be performed or equipment installed without a drawing or submittal bearing one of these notations.
- L. In the event the CONTRACTOR obtains the ENGINEER'S approval for the use of equipment other than that which is shown or specified, the CONTRACTOR shall, at his own expense and using methods approved by the ENGINEER, make all changes to the Work, including structures, piping, electrical, equipment and controls, that may be necessary to accommodate this equipment.
- M. Resubmittals will be handled in the same manner as first submittals. The Contractor shall direct specific attention to revisions other than the corrections requested by the Engineer on previous submissions by written details or markings on the resubmitted Shop Drawings. The Contractor shall make any corrections required by the Engineer.
- N. If the Contractor considers any correction indicated on the Drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- O. The Engineer will review a submittal/resubmittal a maximum of three times after which cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer's charges to the Owner under the terms of the Engineer's agreement with the Owner.
- P. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions or approval from the Engineer.

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Q. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "NOT APPROVED" until resubmitted.

#### 1.13 SHOP DRAWINGS

- A. Shop drawings shall be complete and detailed.
- B. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- C. Each shop drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
  - 1. Number and title of the drawing.
  - 2. Date of drawing or revision.
  - 3. Name of project building or facility.
  - 4. Name of contractor and subcontractor submitting drawing.
  - 5. Clear identification of contents and location of the work.
  - 6. Specification number and title.
- D. If Drawings show variations from Contract requirements because of standard Shop practice or other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such Drawings have been reviewed.
- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material as required. Materials and equipment lists shall give for each item thereon the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish, and all other pertinent data.
- F. The Contractor shall provide a list including the equipment name, address, and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained for all mechanical and electrical equipment furnished.
- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required Shop Drawings. The

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installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.

- H. Only the Engineer will utilize the color red in marking Shop Drawing submittals.
- I. Before final payment is made, the Contractor shall furnish to Engineer five (5) sets of record shop drawings all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, yard piping, electrical system and instrumentation system.

#### 1.13 Working Drawings

- A. Working drawings shall be considered to mean the Contractor's plans for temporary structures.
- B. Copies of working drawings as noted in subparagraph 1.02, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.
- C. The Engineer will not review working drawings but shall use them as information to monitor the work performed by the Contractor.

#### 1.14 Samples

- A. The Contractor shall furnish for the review of the Engineer samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed and the Contractor shall prepay all shipping charges. Materials or equipment for which samples are required shall not be used in work until reviewed by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
  - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
  - 2. Name of Contractor and Subcontractor
  - 3. Material or Equipment represented
  - 4. Place of Origin
  - 5. Name of Producer and Brand (if any).
  - 6. Location in Project

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(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)

- C. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in subparagraph 1.06B above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer under separate cover and the remaining copy shall be for the Contractor's records. Review of a sample shall be only for the characteristics or use named and shall not be construed to change or modify any Contract requirements.
- D. Reviewed samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the reviewed samples. Samples which failed testing or were rejected will be returned to the Contractor at his expense, if so requested at time of submission.

## **PART 2 PRODUCTS (NOT USED)**

## **PART 3 EXECUTION (NOT USED)**

,#,#**END OF SECTION**#,#,

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## SECTION 01410

### TESTING LABORATORY SERVICES

#### PART 1 GENERAL

##### 1.01 REQUIREMENTS INCLUDED

Contractor will employ and pay for the services of an Independent Testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

- A. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.

##### 1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

Laboratory is not authorized to:

- A. Release, revoke, alter or enlarge on requirements of Contract Documents.
- B. Approve or accept any portion of the Work.
- C. Perform any duties of the Contractor.

##### 1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel; provide access to Work, to Manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Owner may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
  - 1. To provide access to Work to be tested.

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2. To obtain and handle samples at the Project site or at the source of the product to be tested.
  3. To facilitate inspections and tests.
  4. For storage and curing of test samples.
- F. Notify laboratory at least 24 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
- G. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required for the Contractor's convenience and as approved by the Owner.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

*** * END OF SECTION * ***

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## SECTION 01600

### MATERIAL AND EQUIPMENT

#### PART 1 GENERAL

##### 1.01 REQUIREMENTS INCLUDED

Material and equipment incorporated into the Work shall:

- A. Conform to applicable specifications and standards.
- B. Comply with size, make, type, and quality specified to the greatest extent possible, detailing all aspects and providing explicit reasons for parameters not in compliance and specifically approved in writing by the Engineer.
- C. Manufactured and Fabricated Products:
  - 1. Design, fabricate, and assemble in accord with the best engineering and standard shop practices.
  - 2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
  - 3. Two or more items of the same kind shall be produced, by the same manufacturer.
  - 4. Products shall be suitable for service conditions.
  - 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- D. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

##### 1.02 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the Work without prior approval of the Engineer.
- B. The Contractor shall submit to the Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Engineer to identify the particular product along with references to the applicable section(s) of the specifications to form an opinion as to its conformity to the specifications. The data shall comply with Paragraph 1.06 of this Section.
- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. If the Engineer requires, the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the

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specifications. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense. Except as otherwise noted, the Contractor will make arrangements for and pay for the tests. Where such tests confirm compliance with the specifications, the Owner will reimburse the actual charges of the testing firm paid by the Contractor.

- D. Contractor shall submit data and samples sufficiently early to permit consideration, approval, manufacture, and delivery of materials before they are necessary for incorporation in the work. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against the Owner or the Engineer.
- E. The materials and equipment used in the Work shall correspond to the approved samples or other data.

### **1.03 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION**

- A. When Contract Documents require that installation of the Work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five copies to the Engineer. One complete set of the installation instructions shall be available for use on the job site during and through completion of the Work.
- B. Handle, install, connect, clean, condition and adjust products as required by the manufacturer's instructions and in conformity with specified requirements.
  - 1. Should the specified requirements conflict with the manufacturer's instructions, the manufacturer's instructions shall have priority unless changes are authorized in writing by the manufacturer.
  - 2. Should job conditions conflict with the manufacturer's instructions, consult with the manufacturer for clarification.
  - 3. Clarifications of installation instructions shall be issued only by the manufacturer, shall be in writing, and shall be distributed to all parties involved in the installation as stated above and prior to alteration of the installation procedures.
  - 4. Do not proceed with the Work without clear instructions concerning the specific installation procedures.
- C. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the manufacturer.

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#### **1.04 TRANSPORTATION AND HANDLING**

- A. Arrange deliveries of Products as required by the currently approved construction schedule coordinating each delivery to avoid conflict with other work and conditions at the site.
  - 1. Deliver Products in a undamaged condition, in the manufacturer's original containers or packaging and with identifying labels intact and legible.
  - 2. Prior to accepting delivery, inspect shipments to assure compliance with approved submittal, and that the Products have been properly protected and are undamaged.
- B. Provide equipment and personnel to handle Products preventing soiling or damage to the Products or their protective packaging.

#### **1.05 STORAGE AND PROTECTION**

- A. Store Products in accord with manufacturer's instruction, with seals and labels intact and legible.
  - 1. Store products subject to damage by the elements in weathertight enclosures.
  - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
  - 3. Store fabricated products above the ground, on blocking or skids, prevent spoiling, staining or corrosion. Cover products which are subject to deterioration with impervious sheet coverings and provide adequate ventilation to avoid condensation.
  - 4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- B. All materials and equipment to be incorporated in the Work shall be handled and stored in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and other injury, theft or damage.
- C. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All miscellaneous steel, structural steel and reinforcing steel shall be stored off the ground, kept free of accumulations of dirt and grease, and in areas free of standing water to minimize rusting. Precast concrete sections shall be handled and stored in a manner to prevent staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce staining, breaking, chipping, cracking, and spalling.
- D. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended, including aesthetics, shall be promptly removed from the site of the work.
- E. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections and exercise or rotate moving parts of stored products as required by the



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manufacturer to assure that products are maintained under specified conditions and free from damage or deterioration.

- F. Provide substantial coverings as necessary to protect installed products from damage caused by traffic and subsequent construction operations. Remove the protective covering when no longer needed.
- G. The Contractor shall be responsible for all material, equipment, and supplies sold and delivered to the Owner under this Contract until final inspection of the Work and acceptance thereof by the Owner. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance they shall be replaced by the Contractor.
- H. Should the Contractor fail to take proper action to properly store and handle equipment supplied under this Contract, the Owner retains the right to notify the Contractor in writing of the deficiencies, to correct all deficiencies and deduct the cost associated with these corrections from the contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administration, clerical, engineering and any other costs associated with making the necessary corrections.

#### **1.06 SUBSTITUTIONS AND PRODUCT OPTIONS**

**A. Products List:**

Within fifteen (15) days after the Notice to Proceed, submit to the Engineer complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor.

**B. Contractor's Options:**

- 1. For Products specified only by reference standard, select any product meeting that standard.
- 2. For Products specified by naming one or more Products or manufacturers and "or equal", Contractor must submit a request as for substitutions for any Product or manufacturer not specifically named.

**C. Substitutions:**

- 1. For a period of thirty (30) days after the Effective Date of the Agreement, the Engineer will consider written requests from Contractor for substitution of Products.

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2. Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
    - a. Comparison of the qualities of the proposed substitution with that specified.
    - b. Changes required in other elements of the work because of the substitution.
    - c. Effect on the construction schedule.
    - d. Cost data comparing the proposed substitution with the Product specified.
    - e. Any required license fees or royalties.
    - f. Availability of maintenance service, and source of replacement materials.
  3. The Engineer shall be the judge of the acceptability of the proposed substitution.
- D. Contractor's Representation:
- A request for a substitution constitutes a representation that Contractor:
1. Has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified.
  2. Will provide the same warranties or bonds for the substitution as for the Product specified.
  3. Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.
  4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

## **1.07 SPECIAL TOOLS**

Manufacturers of equipment and machinery shall furnish any special tools required for normal adjustment, operations and maintenance, together with instructions for their use. The Contractor shall preserve and deliver to the Owner these tools and instructions in good order no later than upon completion of the Contract.

## **1.08 WARRANTY**

For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's as stipulated in the specifications for each piece of equipment.

## **PART 2 PRODUCTS (NOT USED)**

## **PART 3 EXECUTION (NOT USED)**

*** * END OF SECTION * ***

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## SECTION 01630

### SUBSTITUTIONS

#### PART 1 GENERAL

##### 1.01 General

Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions and shall contain complete data substantiating compliance of proposed substitution with Contract Documents.

##### 1.02 Substitutions

- A. During a period of 60 days after execution of Contract, ENGINEER will consider written requests from CONTRACTOR for substitution of products or construction methods (if specified).
  - 1. After end of specified period, requests will be considered only in case of unavailability of products or other conditions beyond control of CONTRACTOR.
  - 2. If the CONTRACTOR proposes to use products other than named manufacturers in the technical Specification, the ENGINEER reserves the right to require the CONTRACTOR to submit information within the first 30 days after the NOTICE TO PROCEED verifying that the proposed equipment will comply with the Specifications.
- B. Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions, and shall contain complete data substantiating compliance of proposed substitution with the Contract Documents.
- C. In making request for substitution, CONTRACTOR represents:
  - 1. CONTRACTOR has investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
  - 2. CONTRACTOR will provide the same or better warranties or bonds for proposed substitution as for product or method specified.
  - 3. CONTRACTOR waives all claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent.
- D. Proposed substitutions will not be accepted if:
  - 1. They are only shown or implied on the Shop Drawings.
  - 2. Acceptance will require substantial revision of Contract Documents.
  - 3. They will change design concepts or Specifications.
  - 4. They will delay completion of the Work, or the work of other contractors.
- E. The ENGINEER will determine whether substitute brands or products are equal to those specified in the Contract Documents. No substitute will be ordered or installed without the ENGINEER'S prior written acceptance.
- F. The OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a

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special performance guarantee or other surety with respect to any substitute.

- G. If the ENGINEER determines that a proposed substitute is not equal to that specified or described in the Drawings or Specifications, CONTRACTOR shall furnish one of the brands or products specified or described, at no additional cost to the OWNER.
- H. Engineering Costs:
1. The ENGINEER will record all time required in evaluating substitutions proposed by CONTRACTOR and in making any change in the Drawings or Specifications occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute CONTRACTOR will reimburse the OWNER for the actual cost of the ENGINEER for evaluating any proposed substitute which either does not meet the requirements of the Drawings and Specifications, or the acceptance of which would require changes to other portions of the Work.
  2. CONTRACTOR shall reimburse OWNER for all associated engineering costs, including redesign, additional shop drawing reviews, investigations, consultant fees and revision of the Contract Documents required because of the substitution.
- I. The time required by the ENGINEER to evaluate and either accept or reject proposed substitutes is included in the Contract Time and no extension of the Contract Time shall be allowed therefore.

## **PART 2 PRODUCTS (NOT USED)**

## **PART 3 EXECUTION (NOT USED)**

*** * END OF SECTION * ***

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## SECTION 01710

### CLEANING

#### PART 1 GENERAL

##### 1.01 REQUIREMENTS INCLUDED

Cleaning shall include daily "policing" of the work and surrounding areas to clear general debris waste paper, wood scraps, broken concrete, loose riprap, and other objectionable material along with the final cleanup of site(s) required for project acceptance. **DAILY CLEANUP IS REQUIRED.**

##### 1.02 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

#### PART 2 PRODUCTS (NOT USED)

#### PART 3 EXECUTION

##### 3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties, free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide onsite containers for the collection of waste materials, debris and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in onsite containers.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

##### 3.02 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- D. Prior to final completion or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that the entire Work is clean.

*** * END OF SECTION * ***

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**SECTION 01720**  
**PROJECT RECORD DOCUMENTS**

**PART 1 GENERAL**

**1.01 REQUIREMENTS INCLUDED**

Maintain at the site for the Owner one record copy of:

- A. Conformed Drawings.
- B. Conformed Specifications.
- C. Change Orders and other Modifications to the Contract.
- D. Engineer's Field Orders or written instructions.
- E. Approved Shop Drawings, Working Drawings and Samples.
- F. Field Test records.
- G. Construction photographs.
- H. Latest, Approved Progress Schedule.

**1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES**

- A. Store documents and samples in a manner and location to prevent damage.
  - 1. Provide files and racks for storage of documents.
  - 2. Provide secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI section numbers.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Owner.
- E. As a prerequisite for monthly progress payments, the Contractor is to exhibit the currently updated "record documents" for review by the Owner.

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### **1.03 MARKING DEVICES**

Provide felt tip marking pens for recording information in the color code designated by the Owner.

### **1.04 RECORDING**

- A. Label each document "PROJECT RECORD" with rubber stamp.
- B. Record information concurrently with construction progress and do not conceal any work until required information is recorded.
- C. Legibly mark drawings to record actual construction:
  - 1. The Contractor shall use the following color code in marking Contract Drawings:
    - a. Yellow for no change.
    - b. Red to indicate additions, deletions and changes.
  - 2. Elevations of various structure elements in relation to elevation datum.
    - a. Elevations referenced to control points established by the Owner's agent.
    - b. Specifically, elevations of drainage culvert inverts, ditch grades, top of roadway and driveway curbs, bridges, etc.
  - 3. Location of internal utilities and appurtenances concealed in the construction by referencing to visible and accessible features of the structure.
  - 4. Field changes of dimension and detail.
  - 5. Changes made by Field Order or by Change Order.
  - 6. Details not on original contract drawings.
- D. Specifications and Addenda; Legibly mark each Section to record:
  - 1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
  - 2. Changes made by Field Order or by Change Order.
- E. Shop Drawings (after final review):

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- F. Certified site survey and line elevations and stationing at 100 foot increments and all points of change of direction of channel improvements (Section 01050) by a registered land surveyor.

**1.05 SUBMITTAL**

- A. At Contract close-out, deliver Record Documents to the Owner.
- B. Accompany submittal with transmittal letter in duplicate, containing:
1. Date.
  2. Project title and number.
  3. Contractor's name and address.
  4. Title and number of each Record Document.
  5. Signature of Contractor or his authorized representative.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION(NOT USED)**

*** * END OF SECTION * ***



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## SECTION 01740

### WARRANTIES AND BONDS

#### PART 1 GENERAL

##### 1.01 REQUIREMENTS INCLUDED

- A. Compile specified warranties and bonds, as in Articles 5 and 13 of the General Conditions.
- B. Co-execute submittals when so specified.
- C. Review submittals to verify compliance with Contract Documents.
- D. Submit to the Owner for review.

##### 1.02 SUBMITTAL REQUIREMENTS

- A. Assemble and include warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, couplers, and subcontractors including effective dates.
- B. Number of original signed copies required. Two (2) each.
- C. Table of Contents. Neatly typed in orderly sequence. Provide complete information for each item.
  - 1. Product or work item.
  - 2. Firm, with name of principal, address and telephone number.
  - 3. Scope.
  - 4. Date of beginning warranty, and bond.
  - 5. Duration of warranty.
  - 6. Provide information for Owner's personnel:
    - a. Proper procedure in case of failure.
    - b. Instances which might affect the validity of warranty or bond.
  - 7. Contractor, name of responsible principal, address and telephone number.

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#### **1.04 FORM OF SUBMITTALS**

- A. Prepare in duplicate packets.
- B. Format:
  - 1. Size 8-1/2-inches x 11-inches, punch sheets for standard 3-post binder.
  - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS." List:
    - a. Title of Project.
    - b. Name of Contractor.
- C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of 2-inches, "D" ring.

#### **1.05 WARRANTY SUBMITTAL REQUIREMENTS**

- A. For all components of the work, unless stated otherwise in the specifications for each individual item of equipment, submit a written warranty from the manufacturer to replace promptly any component thereof which, in the sole opinion of the Engineer, has defects in design, workmanship, materials, or performance within a one (1) year period following the date of acceptance for operation (Substantial Completion) by the Owner. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of acceptance for operation (beneficial use) by the Owner and shall be read in conjunction with the Contractor's warranty which shall operate together to provide for replacement of defective components and restoration of proper operation. The Contractor shall be solely responsible for both warranties.

#### **PART 2 PRODUCTS (NOT USED)**

#### **PART 3 EXECUTION (NOT USED)**

*** * END OF SECTION * ***

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## SECTION 02200

### EXCAVATION AND BACKFILL

#### PART 1 – GENERAL

##### 1.01 Description

- A. Scope:
  - 1. Furnish all labor, materials, equipment and incidentals required to perform all excavating, backfilling and disposing of earth materials as shown, specified, and required for the purpose of constructing conduits, pipelines, roads, ditches, grading, and other facilities required to complete the Work in every respect.
  - 2. All necessary preparation of subgrade for slabs and pavements is included.
  - 3. All temporary means needed to prevent discharge of sediment to water courses because of dewatering systems or erosion are included.
  - 4. No classification of excavated materials will be made. Excavation includes all materials regardless of type, character, composition, moisture, or condition thereof.
- B. Related Work Specified Elsewhere: Section 15052, Buried Piping Installation.

##### 1.01 Quality Assurance

- A. Tests:
  - 1. The CONTRACTOR shall retain the services of a qualified testing laboratory to make tests and determine acceptability of the fill or material as listed below.
  - 2. CONTRACTOR shall give full cooperation to the testing lab personnel so that the required soil tests can be taken in an efficient and timely manner.
  - 3. Required Tests:
    - a. Select Fill Samples:
      - (1) Gradation, ASTM D 422.
      - (2) Liquid Limit, ASTM D 423.
      - (3) Plastic Limit and Plasticity Index, ASTM D 424.
    - b. Compacted Select Fill: Compaction, ASTM D 698.
- B. Permits and Regulations:
  - 1. Obtain all necessary permits for work in roads, rights-of-way, railroads, etc.
  - 2. Obtain permits as required by local, state and federal agencies for discharging water from excavations to rivers and streams.
  - 3. Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.
- C. Reference Standards: Comply with applicable provisions and recommendations of the following except as otherwise shown or specified.
  - 1. ASTM A 36, Structural Steel.
  - 2. ASTM A 328, Steel Sheet Piling.
  - 3. ASTM D 422, Particle-Size Analysis of Soils.
  - 4. ASTM D 423, Liquid Limit of Soils.

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5. ASTM D 424, Plastic Limit and Plasticity Index of Soils.
  6. ASTM D 448, Standard Sizes of Coarse Aggregate for Highway Construction.
  7. ASTM D 698, Moisture-Density Relations of Soils, Using 5.5 lb (2.5 kg) Rammer and 12-in. (304.8 mm) Drop.
  8. ASTM D 1556, Density of Soil in Place by the Sand-Cone Method.
  9. ASTM D 2487, Classification of Soils for Engineering Purposes.
  10. ASTM D 2922, Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

## **1.02 Submittals**

Submit samples of all select fill, gravel and base materials required.

## **1.03 Job Conditions**

- A. Subsurface Information:
  1. Refer to the Supplementary Conditions for a listing of available subsurface investigation reports. Data on subsurface conditions is not intended as a representation or warranty of continuity of such conditions between soil borings. ENGINEER will not be responsible for interpretations or conclusions drawn therefrom by CONTRACTOR.
  2. Additional test borings and other exploratory operations may be made by CONTRACTOR at no cost to OWNER.
- B. Existing Structures and Utilities:
  1. Shown on the Drawings are certain surface and underground structures adjacent to the Work. This information has been obtained from existing records. It is not guaranteed to be correct or complete and is shown for the convenience of the CONTRACTOR. CONTRACTOR shall explore ahead of the required excavation to determine the exact location of all structures. They shall be supported and protected from injury by the CONTRACTOR. If they are broken or injured, they shall be restored immediately by the CONTRACTOR at his expense.
  2. Locate existing underground utilities in the areas of Work. If utilities are to remain in place, provide adequate means of protection during earthwork operations. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult the ENGINEER immediately for directions as to procedure. Co-operate with City and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
- C. Do not interrupt existing utilities serving facilities occupied and used by City or others, except when permitted in writing by ENGINEER and then only after acceptable temporary utility services have been provided. Use of Explosives: Not permitted on the job site.
- D. Protection of Persons and Property:
  1. Barricade open excavations occurring as part of this Work and post with warning lights.
  2. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
  3. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.

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- E. Dust Control: Conduct all operations and maintain the area of activities, including sweeping and sprinkling of roadways, so as to minimize creation and dispersion of dust. Use calcium chloride to control serious or prolonged dust problems.

## **PART 2 – PRODUCTS**

### **2.01 Soil Materials**

- A. Select Backfill and Fill Material: Comply with the following properties: Borrow Material, Class B9, as described in the *Mississippi Standard Specification for Road and Bridge Construction, 2017 Edition*.
- B. General Backfill and Fill Material: Provide approved soil materials for backfill and fill that meet the following requirements:
  - 1. Free of clay, rock or gravel larger than 6 inches in any dimension, debris, waste, frozen materials, vegetable and other deleterious matter.
  - 2. Fill shall consist of any non-organic soil, free of debris and capable of being placed and compacted to the specified densities.
- C. Select Bedding Material: Class B bedding as described in the *Mississippi Standard Specification for Road and Bridge Construction, 2017 Edition*. Sewer Pipe - Class 6, Group C, as described in the *Mississippi Standard Specification for Road and Bridge Construction, 2017 Edition*
- D. Sand Material for Undercut: Sand Material for Undercuts shall be a clean sand having a maximum of 15% passing the No. 200 sieve.
- E. All costs associated with tests required by the ENGINEER to verify that material obtained either on-site or off-site meets the above requirements shall be borne by the CONTRACTOR.

## **PART 3 – EXECUTION**

### **3.01 Inspection**

CONTRACTOR will examine the areas and conditions under which excavating, filling, and grading are to be performed and notify the ENGINEER of conditions the CONTRACTOR may find that are detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected in an acceptable manner.

### **3.02 Site Preparation**

Clear all areas to be occupied by permanent construction of all trees, brush, roots, stumps, logs, wood and other materials and debris in accordance with Best Management Practices. Subgrades for fills shall be cleaned and stripped of vegetation, sod, topsoil and organic matter.

### **3.03 Test Pits**

- A. Where ordered by the ENGINEER, excavate and backfill, in advance of construction, test pits to determine conditions or location of existing facilities.

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- B. Perform all work required in connection with excavating, stockpiling, maintaining, sheeting, shoring, backfilling and replacing pavement for the test pits.
  - C. Payment for this work will be included in the lump sum price bid for the excavation work.
  - D. Test pits made by the CONTRACTOR for his own use at his option shall not be paid for.

### **3.04 Excavation**

- A. General:
  - 1. Scope: Perform all excavation required to complete the Work as shown and specified.
  - 2. Excavated Materials: Earth, sand, clay, gravel, hardpan, boulders not requiring drilling or jackhammering to remove, decomposed rock, pavements, sediment, rubbish and all other materials within the excavation limits.
- B. Structures and Pipelines:

Excavations: Open excavations shall be shored and braced where necessary. All shoring and bracing systems shall comply with current OSHA requirements.
- C. Dewatering:
  - 1. Placement of Structure Below Groundwater Table: Use well points, cofferdams or other acceptable methods to permit construction of said structure or pipeline under dry conditions.
  - 2. New Concrete and Pipelines: Maintain dry conditions until fresh concrete has reached sufficient strength to withstand earth and hydrostatic loads and until the pipelines are properly jointed, tested and backfilled.
  - 3. Flooding: Protect excavation from flooding until all walls and floor framing up to and including grade level floors are in place and backfilling has begun.
  - 4. Water Level: Maintain water level below top of backfill at all times.
  - 5. Under no conditions shall water be permitted to stand in the bottom of an excavation for more than 24 hours.
- D. Pumping: Pump excavations in such a manner to prevent the carrying away of unsolidified concrete materials, and to prevent damage to the existing subgrade.
- E. Size of Excavations: Extend excavation sufficiently on each side of structures, footings, etc., to permit setting of forms, installation of sheeting or the safe sloping of banks.
- F. Subgrades:
  - 1. Subgrade Requirements for Roadways, and Trench Bottoms:
    - a. Strong, dense, and thoroughly compacted and consolidated.
    - b. Free from mud, muck and other soft or unsuitable materials.
    - c. Remain firm and intact under all construction operations.
  - 2. Soft Subgrades: For subgrades which are otherwise solid, but which become soft or mucky on top due to construction operations, overlay with geotextile fabric prior to placement of crushed stone or gravel. Fabric shall be as manufactured by one of the following:
    - a. Marifi 600X by Marifi, Inc.

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- b. Typar Style 3601 by Dupont Co.
    - c. Or equal.
  - Install fabric in accordance with manufacturer's recommendations.
  - 3. Use "Mud-mat" for subgrade, as shown on the Drawings.
  - 4. Finished Elevation of Stabilized Subgrades: Do not place above subgrade elevations shown.
- G. Pipe Trench Preparation:
- 1. No more than 100 feet of trench may be opened in advance of pipe laying.
  - 2. Trench width shall be minimized to greatest extent practical but shall conform to the following:
    - a. Sufficient to provide room for installing, jointing and inspecting piping, but in no case wider at top of pipe than pipe barrel O.D. plus 3 feet.
    - b. Enlargements at pipe joints may be made if required and approved by ENGINEER.
    - c. Sufficient for sheeting, bracing, sloping, and dewatering.
    - d. Sufficient to allow thorough compacting of backfill adjacent to bottom half of pipe.
    - e. Do not use excavating equipment which requires the trench to be excavated to excessive width.
  - 3. Depth of trench shall be as shown. If required and approved by ENGINEER depths may be revised.
- H. Material Storage:
- 1. Stockpile satisfactory excavated materials in approved areas, until required for backfill or fill.
  - 2. Place, grade and shape stockpiles for proper drainage.
  - 3. Locate and retain soil materials away from edge of excavations.
  - 4. Dispose of excess soil and waste materials as specified hereinafter.
- I. Unsuitable Material:
- 1. Where the existing material beneath the bedding material is considered unsuitable by the ENGINEER, remove and replace it with select bedding material.
  - 2. Include the additional excavation and select bedding material as defined under Section 02200 when ordered in writing by the ENGINEER.

### **3.05 Unauthorized Excavation**

- A. Limits: All excavation outside the lines and grades shown.
- B. Responsibility: All unauthorized excavation together with the removal and disposal of the associated materials is at the CONTRACTOR'S expense.
- C. Backfill: Fill and compact the unauthorized excavation with select backfill and at CONTRACTOR'S expense.

### **3.06 Drainage and Dewatering**

- A. General:
  - 1. Prevent surface and subsurface water from flowing into excavations and from

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2. flooding adjacent areas.
  2. Remove water from excavation as fast as it collects.
  3. Maintain the ground water level below the bottom of the excavation to provide a stable surface for construction operations, a stable subgrade for the permanent work, and to prevent damage to the Work during all stages of construction.
  4. Provide and maintain pumps, sumps, suction and discharge lines and other dewatering system components necessary to convey water away from excavations.
  5. Obtain ENGINEER'S approval before shutting down dewatering system for any reason.
- B. Standby Requirements for Dewatering: Provide standby equipment to ensure continuity of dewatering operations.
- C. Disposal of Water Removed by Dewatering System:
1. Dispose of all water removed from the excavation in such a manner as not to endanger public health, property, or any portion of the Work under construction or completed.
  2. Dispose of water in such a manner as to cause no inconvenience to the City, ENGINEER, or others involved in work about the site.
  3. Convey water from the construction site in a closed conduit. Do not use trench excavations as temporary drainage ditches.

### **3.07 General and Select Backfill**

- A. General: Furnish, place and compact all backfill required for embankments and trenches as required to provide the finished grades shown and as described herein.
- B. Select: Provide select backfill in the following locations:
1. Support below and around piping and foundations as noted on the Drawings.
  2. Subgrade for roads and pavements.
  3. Where shown or directed by ENGINEER.
- C. Restrictions: Backfill excavations as promptly as Work permits, but not until completion of the following:
1. Construction below finish grade including dampproofing, waterproofing, and perimeter insulation.
  2. Inspection, testing, approval, and recording of locations of underground utilities.
  3. Removal of concrete formwork.
  4. Removal of shoring and bracing, and backfilling of voids with satisfactory materials.
  5. Removal of trash and debris.
  6. Permanent or temporary horizontal bracing is in place on horizontally supported walls.
- D. Placement:
1. Keep excavation dry during backfilling operations. At no time shall water be permitted to stand in the bottom of a trench for more than 24 hours.
  2. Bring up backfill evenly on all sides around structures and piping.
  3. For embankments it is intended that the elevations, lines, grades and typical sections (after settlement and compaction during construction) shall be those shown on the Drawings.



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- E. Pipe Trenches:
    - 1. Place all backfill in pipe trenches in horizontal layers not exceeding 6 inches in depth (loose thickness) and thoroughly compacted before the next layer is placed.
    - 2. Comply with requirements of Section 15052.
  - F. Moisture:
    - 1. The water content of the fill being compacted shall be within the range of plus 4 percentage points from the optimum moisture content of the material unless otherwise specified.
    - 2. Wet the fill materials during placement to achieve water contents needed for effective compaction.
  - G. Unacceptable Material:
    - 1. Do not place or compact fill in a frozen condition or on top of frozen material.
    - 2. Remove fill containing organic materials or other unacceptable material and replace with approved fill material.
  - H. Equipment:
    - 1. Compact fill with equipment suitable for the type of material placed and which is capable of providing the densities required.
    - 2. Select compaction equipment and submit it and proposed procedure to the ENGINEER for approval.
  - I. Coverage:
    - 1. Compact fill by at least two coverages of all portions of the surface of each lift by compaction equipment.
    - 2. One coverage is defined as the condition obtained when all portions of the surface of the fill material have been subjected to the direct contact of the compactor.
  - J. Compaction: Minimum Density for General Backfill and Fill: CONTRACTOR shall provide independent analysis to demonstrate 95 percent of maximum density obtained in the laboratory in accordance with ASTM D 698 Method C including Note 2. This percentage is of standard Proctor density.
  - K. Inadequate Compaction:
    - 1. If the specified densities are not obtained because of improper control of placement or compaction procedures, or because of inadequate or improperly functioning compaction equipment, perform whatever work is required to provide the required densities.
    - 2. This work includes complete removal of unacceptable fill areas and replacement and recompaction until acceptable fill is provided.
  - L. Settlement:
    - 1. Repair any settlement that occurs, at CONTRACTOR'S expense.
    - 2. Make all repairs and replacements necessary within 30 days after notice from the ENGINEER or OWNER.
  - M. Disturbed Materials:
    - 1. Provide, place and compact select fill necessary to replace subgrade materials

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- disturbed and softened as a result of the CONTRACTOR'S operations or to backfill unauthorized excavation.
  2. Furnish additional fill at CONTRACTOR'S expense.

### **3.08 Grading**

- A. General:
  1. Uniformly grade areas within limits of grading under this Section, including adjacent transition areas.
  2. Smooth subgrade surfaces within specified tolerances.
  3. Compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.
- B. Compaction: After grading, compact subgrade surfaces to the depth and percentage of maximum density for each area classification.

### **3.09 Gravel Course**

- A. General:
  1. Place material, in layers of specified thickness, over ground surface to support vehicular traffic.
  2. See other Sections of Division 2 for material specifications.
- B. Grade Control: During construction, maintain lines and grades including crown and cross-slope of gravel course.
- C. Shoulders:
  1. Place shoulders along edges of gravel course to prevent lateral movement.
  2. Construct shoulders of acceptable soil materials, placed in such quantity to compact to thickness of each gravel course layer.
  3. Compact and roll at least a 12 inch width of shoulder simultaneously with compacting and rolling of each layer of gravel course.
- D. Placing:
  1. Place gravel course material on prepared subgrade in layers of uniform thickness, conforming to indicated cross-section and thickness.
  2. Maintain optimum moisture content for compacting gravel material during placement operations.
  3. When a compacted gravel course is shown to be 6 inches thick or less, place material in a single layer.
  4. When shown to be more than 6 inches thick, place material in equal layers, except no single layer more than 6 inches or less than 3 inches in thickness when compacted.

### **3.10 Disposal of Excavated Materials**

Excess or Unsuitable Material:

- A. Haul away from the project site all material removed from the excavations which does not

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conform to the requirements for fill or is in excess of that required for backfill.

- B. Dispose of fill in compliance with municipal, county, state, federal or other applicable regulations at no additional cost to the OWNER.

### **3.11 Field Quality Control**

- A. Quality Control Testing During Construction:
1. Testing lab will inspect and approve subgrades and fill layers before further construction work is performed thereon
  2. Tests of subgrades and fill layers shall be taken as follows:
    - a. Pipeline Installation, Select Material Backfill: One field density for every 100 feet of pipe installed at the location and 12" depth increments as designated by Engineer.
    - b. Pipeline Installation, Natural Material Backfill: One field density for every 100 feet of pipe installed at the location and 12" depth increments as designated by Engineer.
    - c. Pipeline Installation, Roadway and Driveway Crossings: Two field densities at the locations and elevations as directed.
- B. Unsuitable Compaction: If, based on reports of testing lab and inspection, subgrade or fills which have been placed are below specified density; provide additional compaction and testing at no additional expense to the OWNER.

*** * END OF SECTION * ***

**SECTION 02270****SLOPE PROTECTION AND EROSION CONTROL****PART 1 — GENERAL****1.01 Section Includes**

- A. Temporary and permanent erosion control systems.
- B. Slope Protection Systems.

**1.02 Related Sections**

- A. Section 02050 — Demolition
- B. Section 02200 — Excavation and Backfill

**1.03 Environmental Requirements**

The contractor shall protect adjacent properties and water resources from erosion and sediment damage throughout the life of the contract.

**PART 2 — PRODUCTS****2.01 Materials**

- A. Quick growing grasses such as wheat, rye or oats (See Section 02900).
- B. Hay or straw bales.
- C. Fencing for siltation control as specified on the plans.
- D. Curlex blankets by American Excelsior Company or approved equal.
- E. Bale stakes shall be a minimum of 4 feet in length and 1" in width.
- F. Temporary mulches such as loose hay, straw, netting, wood cellulose or agricultural silage.
- G. Fence stakes shall be steel T-posts a minimum of 6 feet in length.

## **PART 3 — EXECUTION**

### **3.01 Preparation**

- A. Review site development plan for location and placement of erosion control products.
- B. Deficiencies or changes in the erosion control plan as it is applied to current conditions will be brought to the attention of the Engineer for remedial action.

### **3.02 Erosion Control and Slope Protection Implementation**

- A. The engineer has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow and embankment operations and to direct the contractor to provide immediate permanent or temporary pollution control measures. The contractor will be required to incorporate all permanent erosion control features into the project at the earliest practical time to minimize the need for temporary controls. Cut slopes shall be permanently seeded and mulched as the excavation proceeds to the extent considered desirable and practical.
- B. The temporary erosion control systems installed by the contractor shall be maintained as directed by the engineer to control siltation at all times during the life of the contract. The contractor must respond to any maintenance or additional work ordered by the engineer within a 48-hour period.
- C. Slopes that erode easily shall be temporary seeded as the work progress with a cereal grain of wheat, rye or oats.

****END OF SECTION****

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## SECTION 03315

### CONCRETE

#### PART 1 - GENERAL

##### 1.01 Description

- A. Scope: CONTRACTOR shall provide all labor, materials, equipment and incidentals as shown, specified and required to furnish and install cast-in-place concrete reinforcement and related materials.
- B. Coordination: Review installation procedures under other Sections and coordinate the installation of items that must be installed in the concrete.

##### 1.02 Quality Assurance

- A. Source Quality Control:
  - 1. Concrete Testing Service:
    - a. CONTRACTOR shall employ acceptable testing laboratory to perform materials evaluation, testing and design of concrete mixes.
    - b. CONTRACTOR'S laboratory shall also evaluate concrete delivered to and placed at the site.
  - 2. Certificates, signed by concrete producer and CONTRACTOR, may be submitted in lieu of material testing when acceptable to ENGINEER.
  - 3. Quality Control: Perform sampling and testing during concrete placement, as follows:
    - a. Sampling: ASTM C 172.
    - b. Slump: ASTM C 143, one test for each load at point of discharge.
    - c. Air Content: ASTM C 31, one for each set of compressive strength specimens.
    - d. Compressive Strength: ASTM C 39, one set for each 50 cubic yards or fraction thereof for each class of concrete; 1 specimen tested at 7 days, 2 specimens tested at 28 days.
  - 4. Report test results in writing to ENGINEER on same day tests are made.
- B. Reference Standards: Comply with the applicable provisions and recommendations of the following, except as otherwise shown or specified.
  - 1. ACI 301, Specifications for Structural Concrete for Building (includes ASTM Standards referred to herein except ASTM A 36).
  - 2. ACI 347, Recommended Practice for Concrete Formwork.
  - 3. ACI 304, Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete.
  - 4. ACI 315, Manual of Standard Practice for Detailing Reinforced Concrete Structures.
  - 5. ACI 305, Recommended Practice for Hot Weather Concreting.
  - 6. ACI 306, Recommended Practice for Cold Weather Concreting.
  - 7. ASTM A 36, Structural Steel.
  - 8. Concrete Reinforcing Steel Institute, Manual of Standard Practice, include ASTM Standards referred herein.

##### 1.03 Submittals

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- A. Samples: Submit samples of materials as specified and may be requested by the ENGINEER including names, sources and descriptions.
  - B. Shop Drawings: Submit the following for approval in accordance with Shop Drawing Procedures Section 01340 and the General Requirements and with additional requirements as specified.
    - 1. Copies of manufacturer's specifications with application and installation instructions for proprietary materials and items, including admixtures and bonding agents.
    - 2. Drawings for fabrication, bending, and placement of concrete reinforcement. Comply with ACI 315, Chapters 1 thru 8. For walls, show elevations to a minimum scale of 3 inch to 1 foot. Show bar schedules, stirrup spacing, diagrams of bent bars, arrangements and assemblies, as required for the fabrication and placement of concrete reinforcement.
    - 3. List of concrete materials and concrete mix designs proposed for use. Include the results of all tests performed to qualify the materials and to establish the mix designs in accordance with ACI 301, 3.9. Submit written report to ENGINEER for each proposed concrete mix at least 15 days prior to start of Work. Do not begin concrete production until mixes have been reviewed and are acceptable to ENGINEER. Mix designs may be adjusted when material characteristics, job conditions, weather, test results or other circumstances warrant. Do not use revised concrete mixes until submitted to and accepted by ENGINEER.
  - C. Laboratory Test Reports: Submit copies of laboratory test reports for concrete cylinders, materials and mix design tests. Production of concrete to comply with specified requirements is the responsibility of the CONTRACTOR.

#### **1.04 Product Delivery, Storage and Handling**

- A. Deliver concrete reinforcement materials to the site bundled, tagged and marked. Use metal tags indicating bar size, lengths, and other information corresponding to markings shown on placement diagrams.
- B. All materials used for concrete must be kept clean and free from all foreign matter during transportation and handling and kept separate until measured and placed in the mixer. Bins or platforms having hard clean surfaces shall be provided for storage. Suitable means shall be taken during hauling, piling and handling to insure that segregation of the coarse and fine aggregate particles does not occur and the grading is not affected.

### **PART 2 - PRODUCTS**

#### **2.01 Concrete Materials**

- A. Portland Cement: ASTM C 150, Type I/II.
- B. Aggregates: ASTM C 33.
  - 1. Fine Aggregate: Clean, sharp, natural sand free from loam, clay, lumps or other deleterious substances. Dune sand, bank run sand and manufactured sand are not acceptable.
  - 2. Coarse Aggregate: Clean, uncoated, processed aggregate containing no clay, mud,

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loam, or foreign matter, as follows:

- a. Crushed stone, processed from natural rock or stone.
- b. Washed gravel, either natural or crushed. Use of slag and pit or bank run gravel is not permitted.

- C. Coarse Aggregate Size: Size to be ASTM C 33, Nos. 57 or 67, unless permitted otherwise by ENGINEER.
- D. Water: Clean, potable.
- E. Air-Entraining Admixture: ASTM C 260.
- F. Water-Reducing Admixture: ASTM C 494. Only use admixtures which have been tested and accepted in mix designs.
- G. Slump Limits: Proportion and design mixes to result in concrete slump at the point of placement of not less than one inch and not more than four inches.

## **2.02 Form Materials**

- A. Provide Form materials with sufficient stability to withstand pressure of placed concrete without bow or deflection.
- B. Exposed Concrete Surfaces: Acceptable panel-type to provide continuous, straight, smooth, as-cast surfaces. Use largest practical sizes to minimize form joints.
- C. Unexposed Concrete Surfaces: Suitable material to suit project conditions.
- D. Provide 1/4-inch chamfer at all exposed corners.

## **2.03 Reinforcing Materials**

- A. Reinforcing Bars: ASTM A 615, Grade 60.
- B. Welded Wire Fabric: ASTM A 185.
- C. Steel Wire: ASTM A 82.
- D. Fiber Reinforced Concrete: ASTM C 116.
- E. Supports for Reinforcement: Bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcement in place.
  - 1. Use wire bar type supports complying with CRSI recommendations, except as specified below. Do not use wood, brick, or other unacceptable materials.
  - 2. For slabs on grade, use supports with sand plates or horizontal runners where base materials will not support chair legs.
  - 3. For all concrete surfaces, where legs of supports are in contact with forms, provide supports complying with CRSI, Manual of Standard Practice as follows:
    - Either hot-dip galvanized, plastic protected or stainless steel legs.

## **2.04 Grout**



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- A. Non-metallic, 100 percent solids, high strength epoxy grout.
1. Use clean well graded sand with epoxy resins suitable for use on dry or damp surfaces.
  2. Product and Manufacturer: Provide one of the following:
    - a. Euco High Strength Grout by the Euclid Chemical Company.
    - b. Sikadur 42 Grout by Sika Chemical Company.
    - c. Five Star Epoxy Grout by U.S. Grout Corporation.
    - d. Or equal.
- B. Nonshrink, Nonmetallic Grout:
1. Premixed nonstaining cementitious grout requiring only the addition of water at the job site.
  2. Product and Manufacturer: Provide one of the following:
    - a. Euco N-S by the Euclid Chemical Company.
    - b. Masterflow 713 by Master Builders Company.
    - c. Five Star by U.S. Grout Corporation.
    - d. Or equal.
- C. Ordinary Cement-Sand Grout: Except where otherwise specified use 1 part cement to 3 parts sand complying with the following:
1. Cement: ASTM C 150, Type II.
  2. Sand: ASTM C 33.
- D. Concrete Grout for Riprap:
1. Cement: ASTM C150, Type II
  2. Sand: ASTM C33
  3. Coarse Aggregate: ASTM C33, Size No. B.
  4. Compressive Strength: 3,000 psi
  5. The Concrete Grout design mix shall be as follows:
    - a. Cement.....564 lb. Per C.Y.
    - b. Fine Aggregate.....1,616 lb. Per C.Y.
    - c. Coarse Aggregate.....1,248 lb. Per C.Y.
    - d. Water.....4 gal. per C.Y.
  5. Where water repelling and shrinkage reducing requirements are shown or specified, use admixtures.
  6. Product and Manufacturer: Provide one of the following:
    - a. Integral Waterpeller by the Euclid Chemical Company
    - b. Omicron, Type OM by Master Builders Company.
    - c. Hydrocide Powder by Sonneborn-Contech
    - d. Or equal.

## **2.05 Expansion Joints**

- A. Expansion joint filler shall be preformed expansion joint filler complying with ASTM D1752, Type II cork.
- B. Expansion joint sealer:
1. Exterior and Interior Joints in Horizontal Planes: Two-Component Polyurethane Sealant:
    - a. Polyurethane-based, 2-part elastomeric sealant complying with the

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following:

- (1) FS TT-S-00227, Type 1 (self-leveling) Class A.
  - (2) Water Immersion Bond, FS TT-S-00227; Elongation of 25 percent with no adhesive failure.
  - (3) Hardness (Standard Conditions), ASTM C 661: 30-40.
  - (4) Stain and Color Change, FS TT-S-00227 and ASTM C 510: No discoloration or stain.
  - (5) Accelerated Aging, ASTM C 793: No change in sealant characteristics after 250 hours in weatherometer.
- b. Product and Manufacturer: Provide one of the following:
- (1) Sonolastic Paving Joint Sealant by Sonneborn Division of Contech Incorporated.
  - (2) Vulkem 255 by Mameco International.
  - (3) Or equal.

## **PART 3 - EXECUTION**

### **3.01 Inspection**

CONTRACTOR and his installer shall examine the substrate and the conditions under which Work is to be performed and notify ENGINEER of unsatisfactory conditions. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to ENGINEER.

### **3.02 Formwork**

- A. Formwork: Construct so that concrete members and structures are correct size, shape, alignment, elevation and position, complying with ACI 347.
- B. Provide openings in formwork to accommodate Work of other trades. Accurately place and securely support items built into forms.
- C. Clean and adjust forms prior to concrete placement. Apply form release agents or wet forms, as required. Retighten forms during and after concrete placement if required to eliminate mortar leaks.

### **3.03 Reinforcement, Joints, and Embedded Items**

- A. Comply with the applicable recommendations of specified codes and standards, and CRSI, Manual of Standard Practice, for details and methods of reinforcement placement and supports.
- B. Clean reinforcement to remove loose rust and mill scale, earth, ice, and other materials which reduce or destroy bond with concrete.
- C. Position, support, and secure reinforcement against displacement during formwork construction or concrete placement. Locate and support reinforcing by metal chairs, runners, bolsters, spacers and hangers, as required.
  1. Place reinforcement to obtain the minimum concrete converges as shown and as specified in ACI 318. Arrange, space, and securely tie bars and bar supports

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- together with 16 gage wire to hold reinforcement accurately in position during concrete placement operations. Set with ties so that twisted ends are directed away from exposed concrete surfaces.
2. Reinforcing steel shall not be secured to forms with wire, nails or other ferrous metal. Metal supports subject to corrosion shall not touch formed or exposed concrete surfaces.
- D. Provide sufficient numbers of supports of strength required to carry reinforcement. Do not place reinforcing bars more than 2 inches beyond the last leg of any continuous bar support. Do not use supports as bases for runways for concrete conveying equipment and similar construction loads.
- E. Splices: Provide standard reinforcement splices by lapping ends, placing bars in contact, and tying tightly with wire. Comply with requirements shown for minimum lap of spliced bars.
- F. Install welded wire fabric in as long lengths as practical, lapping at least one mesh.
- G. Concrete shall not be placed until the reinforcing steel is inspected and permission for placing concrete is granted by ENGINEER. All concrete placed in violation of this provision will be rejected.
- H. Joints: Provide construction, isolation, and control joints as indicated or required. Locate construction joints so as to not impair the strength and appearance of the structure. Place isolation and control joints in slabs on ground to stabilize differential settlement and random cracking.
- I. Installation of Embedded Items: Set and build into the Work anchorage devices and embedded items required for other Work that is attached to, or supported by cast-in-place concrete. Use setting diagrams, templates and instructions provided under other Sections and other contracts for locating and setting. Refer also to Paragraph 1.01.B., Coordination, above.

### **3.04 Concrete and Placement**

- A. Proportioning and Design of Mix:
1. Minimum compressive strength at 28 days: 3,500 psi.
  2. Minimum cement content: 564 pounds per cubic yard.
  3. Normal weight: 145 pounds per cubic foot.
  4. Use air-entraining admixture in all concrete: Provide not less than 4 percent nor more than 8 percent entrained air for concrete exposed to freezing and thawing, and from 2 percent to 4 percent for other concrete.
  5. Calcium Chloride: Do not use calcium chloride in concrete, unless otherwise authorized in writing by ENGINEER. Do not use admixtures containing calcium chloride.
- B. Job-Site Mixing: Use drum type batch machine mixer, mixing not less than 12 minutes for one cubic yard or smaller capacity. Increase mixing time at least 15 seconds for each additional cubic yard or fraction thereof.
- C. Ready-Mixed Concrete: ASTM C 94.
- D. Concrete Placement: Comply with ACI 304, placing concrete in a continuous operation

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within planned joints or sections. Do not begin placement until work of other trades affecting concrete is completed.

- E. Consolidate placed concrete using mechanical vibrating equipment with hand rodding and tamping, so that concrete is worked around reinforcement and other embedded items and into all parts of forms.
- F. Protect concrete from physical damage or reduced strength due to weather extremes during mixing, placement, and curing.
  - 1. In cold weather comply with ACI 306.
  - 2. In hot weather comply with ACI 305.

### **3.05 Quality of Concrete Work**

- A. Make all concrete solid, compact and smooth, and free of laitance, cracks and cold joints.
- B. Cut out and properly replace to the extent ordered by the ENGINEER, or repair to the satisfaction of the ENGINEER, surfaces which contain cracks or voids, are unduly rough, or are in any way defective. Patches or plastering will not be acceptable.
- C. Repair, removal, and replacement of defective concrete as ordered by the ENGINEER shall be at no additional cost to the OWNER.

### **3.06 Curing**

Begin initial curing after placing and finishing concrete as soon as free water has disappeared from exposed surfaces. Where possible, keep continuously moist for not less than 72 hours. Continue curing use of moisture-retaining cover or membrane-forming curing compound. Cure formed surfaces by moist curing until forms are removed. Provide protection as required to prevent damage to exposed concrete surfaces.

### **3.07 Finishes**

- A. Finish:
  - 1. After placing concrete slabs, do not work the surface further until ready for floating. Begin floating when the surface water has disappeared or when the concrete has stiffened sufficiently. Use a wood float only. Check and level the surface plane to a tolerance not exceeding 3 inch in 10 feet when tested with a 10 foot straightedge placed on the surface at not less than 2 different angles. Cut down high spots and fill all low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat the surface to a uniform, smooth, granular texture.
  - 2. After floating, begin the first trowel finish operation using a trowel. Begin final troweling when the surface produces a ringing sound as the trowel is moved over the surface.

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3. Consolidate the concrete surface by the final hand troweling operation. Finish shall be free of trowel marks, uniform in texture and appearance, and with a surface plane tolerance not exceeding  $\frac{1}{8}$  inch in 10 feet when tested with a 10 foot straight edge. Grind smooth surface defects.
  4. Use trowel finish for the following: Interior exposed slabs unless otherwise shown or specified.
  5. Apply non-slip broom finish to exterior concrete slab and elsewhere as shown on the Drawings.

### **3.08 Grout Placement**

#### **A. General:**

1. Place grout as shown and in accordance with manufacturer's instructing. If manufacturer's instructions conflict with the Specifications do not proceed until CONTRACT OFFICER provides clarification.
2. Drypacking will not be permitted.
3. Manufacturers of proprietary products shall make available upon 72 hours notification the services of a qualified, full-time employee to aid in assuring proper use of the product under job conditions.
4. Placing grout shall conform to the temperature and weather limitations described in Article 3.04 above.

*** * END OF SECTION * ***

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## SECTION 13010

### SPLASH PAD ELEMENTS

#### Products

##### Central Processing Unit

- A. The timer controller will be programmable as to hours of operation and run time for the features when activated.
- B. The timer controller will turn all water features on and off at the same time.
- C. The timer controller will be enclosed in a NEMA 4 enclosure designed for wall mount installation in an indoor application.

##### Feature System

- A. Discharge manifold shall be 4" Schedule 80 PVC not to exceed 10 fps flow rate with associated valves, pipe, and fittings.
- B. Two-inch Pressure Control Valve Assembly
- C. Timer Panel-I Timer for 4 areas.

#### Warranty

The limited warranties are as follows: 5 Year Product Limited Warranty. Manufacturer shall warrant that all products are warranted for five (5) years from date of installation against any defects in material or workmanship under normal use and service. This Warranty does not cover normal wear and tear, improper operation or improper installation.

##### 25 Year Product Limited Warranty

In addition, the fiberglass reinforced plastic ("FRP") furnished with any Product has a twenty-five (25) year warranty from the date of shipment against rust and corrosion only.

##### Limitations on Warranty

The remedy for breach of manufacturer's Limited Warranty as described above is limited to the replacement or repair of any Product which is determined to be defective under reasonable judgment. Further, the warranty coverage is only for that Product that has been properly installed and maintained according to the manufacturer's instructions.

##### Discovery of Defect

In the event of any defective Product covered under this Limited Warranty, written notice of such defect must be delivered to the manufacturer within the warranty period and within 15 days after such defect is discovered. Upon confirmation that the defect exists, the manufacturer will, within a reasonable period of time, replace or repair the defective Product. The manufacturer shall be liable for the shipping cost of returning any claimed defective Product and for shipping costs of replacement materials.

**** END OF SECTION ****

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## SECTION 13030

### CANTILEVERED SHADE STRUCTURE

#### PART 1 GENERAL

##### FABRIC SPECIFICATIONS

- Shade fabric is made of UV stabilized cloth manufactured by ALNET or approved equal.
- The high density polyethylene material shall be manufactured with tensioned fabric structures in mind.
- The fabric knit is to be made using monofilament and tape filler which has a weight of 9.38 to 10.32 oz. sq. yd. Material to be Rachel-knitted to ensure material will not unravel if cut.
- Burst strength of 828 lbf (ASTM 3786).
- Cloth meets fire resistance tests as follows:
  - Alnet Extra Block: California State Fire Marshall Reg. #F-93501
  - Others: NFPA 701-99 (Test Method 2) and ASTM E-84

##### FABRIC PROPERTIES

<u>STRETCH</u>	<u>STENTORED</u>
Tear Tests (lbs/ft)	WARP 44.8 WEFT 44
Burst Tests (lbs ft)	828
Fabric Weight (oz/sqFT)	avg 1.02 to 1.07
Fabric Width	9'-10"
Roll Length	150'
Roll Size	63" x 16.5"
Weight	120 lbs.
Life Expectancy	10 years
Fading	Minimum fading after 6 years, 3 years for red and yellow
Temperature	-77 degrees
Maximum Temperature	+167 degrees

Shade protection and UV screen protection factors are as follows:

##### SHADE PROTECTION AND UV BLOCK OUT

Color	Shade Cover	UVR Block Out
True Blue	93%	89%
Beige	97%	87%
Forest Green	96%	94%
Sun Blaze	94%	91%
Silver	95%	93%
Black	98%	97%
River Gum Green	95%	92%
Sky Blue	95%	94%
Navy Blue	96%	95%
Turquoise	94%	94%
Yellow	76%	94%
Cream	74%	92%

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## THREAD

- Shall be 100% expanded PTFE fiber which carries a 10 year warranty that is high strength and low shrinkage.
- Shall have a wide temperature and humidity range.
- Abrasion resistant and UV radiation immunity.
- Shall be unaffected by non-hydrocarbon based cleaning agents, acid rain, mildew, chlorine, saltwater, and pollution.
- Lockstitch thread – 1200 Denier or equal.
- Chain stitch thread – 2400 Denier or equal.

## STEEL TUBING

- All fabricated steel must be in accordance with approved shop drawings and calculations.
- All steel is cleaned, degreased or etched to ensure proper adhesion of Superdurable powder coat in accordance with manufacturer's specifications.
- All Steel used on this project needs to be new and accompanied by the mill certificates if requested. Structural steel tubing up to 5"-7 gauge shall be galvanized per Allied Steel FLO-COAT specifications. Schedule 40 black pipe fabrications shall be sand-blasted and primed as described below.
- All non-hollow structural shapes comply with ASTM A-36, unless otherwise noted.
- All hollow structural steel shapes shall be cold formed HSS ASTM A-53 grade C, unless otherwise noted.
- Plate products shall comply with ASTM A-36.

## SUPERDURABLE POWDER COATING & PRIMING

- All non-galvanized steel shall be sand-blasted and primed prior to Superdurable powder coating using reclaimable blast media in a mixture of GL50 & GL80 Steel Grit.
- All non-galvanized steel must be coated with rust inhibiting primer prior to applying the Superdurable powder coat. Primer shall be Marine Grade Cardinal Industrial Finishes Corp. E396-GR1372 epoxy Superdurable powder coating semi-gloss smooth zinc rich primer.
- Welds shall be primed with rust inhibiting primer prior to applying the Superdurable powder coat. Primer shall be Marine Grade Cardinal Industrial Finishes Corp E396-GR1372 epoxy Superdurable powder coating semi-gloss smooth zinc rich primer.
- All steel parts shall be coated for rust protection and finished with a minimum 3.5 mil thick UV-inhibited weather resistant Superdurable powder coating.
- Powder used in the Superdurable powder coat process shall have the following characteristics:

## CHARACTERISTICS

N.3.1	Specific Gravity	1.68+/-0.05
N.3.2	Theoretical Coverage	114+/- 4 ft ² /lb/mil
N.3.3	Mass Loss During Cure	<1%
N.3.4	Maximum Storage Temperature	75° F

- Superdurable powder coating shall meet the following tests:



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## TESTS

ASTM	Gloss at 60 Degree	85-95
HOI TM 10.219	PCI Powder Smoothness	7
ASTM D2454-91	Over-Bake Resistance Time	200%
ASTM D3363-92A	Pencil Hardness	H-2H
ASTM D2794-93	Dir/Rev Impact, Gardner	140/140 in/lbs
ASTM D3359-95B	Adhesion, Cross Hatch	5B Pass
ASTM D522-93A	Flexibility Mandrel	¼" dia. No fracture
ASTM B117-95	Salt Spray	1,000 hours
UL DtOV2	Organic Coating Steel Enclosures, Elect Eq.	Recognized

- Application criteria:

## APPLICATION CRITERIA

N.5.1	Electrostatic Spray Cold	Substrate:0.032 in. CRS
N.5.2	Cure Schedule	10 minutes at 400° F
N.5.3	Pretreatment	Bonderite 1000
N.5.4	Film Thickness	3.5 Mils

## WELDING

- All shop welds shall be executed in accordance with the latest edition of the American Welding Society Specifications.
- Welding procedures shall comply in accordance with the AWS D1.1-AWS Structural Welding Code-Steel.
- All welds to be performed by a certified welder. All welds shall be continuous where length is not given, unless otherwise shown or noted on drawings.
- All welds shall develop the full strength of the weaker member. All welds shall be made using E70xx.035 wire.
- Shop connections shall be welded unless noted otherwise. Field connections shall be indicated on the drawings. Field welded connections are not acceptable.
- All fillet welds shall be a minimum of ¼" unless otherwise noted.
- All steel shall be welded shut at terminations to prevent internal leakage.
- Internal weld sleeving is not acceptable.
- On-site welding of any component is not acceptable.

## SEWING

- On-site sewing of a fabric will not be accepted.
- All corners shall be reinforced with extra non-tear cloth and strap to distribute the load.
- The perimeters that contain the cables shall be double lock stitched.

## INSTALLATION HARDWARE

- Bolt and fastening hardware shall be determined based on calculated engineering loads.
- All bolts shall comply with SAE-J429 (Grade 8) or ASTM A325 (Grade BD). All nuts shall comply with ASTM F-594, alloy Group 1 or 2.
- Upon request, Stainless Steel hardware shall comply with ASTM A-304.
- 1/4" galvanized wire rope shall be 7x19 strand with a breaking strength of 7,000 lbs. for shades generally under 575 sq. ft. unless requested larger by the customer. For shades over 575 sq. ft., cable shall

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be 5/16" with a breaking strength of 9,800 lbs. Upon request, 1/4" Stainless Steel wire rope shall be 7x19 strand with a breaking strength of 6,400 lbs. 5/16" Stainless Steel wire rope shall be 7/19 strand with a breaking strength of 9,000 lbs.

- All fittings required for proper securing of the cable are hot dipped galvanized.

## **CONCRETE**

- Concrete work shall be executed in accordance with the latest edition of American Concrete Building Code ACI 318 unless specified by the governing municipality.
- Concrete specifications shall comply in accordance with, and detailed as per plans as follows:
  1. 28 Days Strength  $F'_c = 2500$  psi
  2. Aggregate: HR
  3. Slump: 3-5
  4. Portland Cement shall conform to C-150
  5. Aggregate shall conform to ASTM C-33
- All reinforcement shall conform to ASTM A-615 grade 60.
- Reinforcing steel shall be detailed, fabricated and placed in accordance with the latest ACI Detailing Manual and manual of Standard Practice.
- Whenever daily ambient temperatures are below 80° Fahrenheit, the contractor may have mix accelerators and hot water added at the batch plant (see table).
- The contractor shall not pour any concrete when daily ambient temperature is below 55° Fahrenheit.

## **TEMPERATURE**

<b>Temperature Range</b>	<b>% Accelerator</b>	<b>Type Accelerator</b>
75-80°	1%	High Early (non calcium)
70-75°	2%	High Early (non calcium)
Below 70°	3%	High Early (non calcium)

## **FOOTINGS**

- All anchor bolts set in new concrete shall be ASTM A-307, or ASTM F-1554 if specified by engineer.
- All anchor bolts shall be zinc plated unless specified otherwise.
- Footing shall be placed in accordance with and conform to engineered specifications and drawings.

## **WARRANTY**

The warranty set forth shall be the purchaser's sole and exclusive warranty. All warranties below are effective from the date of delivery by Superior Shade, its subsidiaries, or agents. Superior Shade reserves the right to repair or replace any item covered by this warranty.

- This warranty will be void if the structures are not paid for in full. The warranty is void if the structures are not installed in strict compliance with the manufacturer specifications.
- Purchaser shall notify Superior Shade or its agent in writing detailing any defect for which a warranty claim is being made.
- Superior Shade shall not in any event be liable for indirect, special, consequential or liquidated damages.
- Superior Shade specifically denies the implied warranties of fitness for a particular purpose and merchantability.
- The warranty is void if any changes, modifications, additions or attachments are made to the structures or fabric without the written consent of the manufacturer.
- No signs, objects, ornaments, fans, lights, fixtures or decorations may be hung from the top part of the structure, unless specifically designed and engineered by the manufacturer. These items may interfere with the fabric causing the warranty to be voided.

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- 1 year limited warranty on all moving parts and any item not specifically listed above.

### **THREAD**

Thread shall be 100% expanded PTFE fiber that is high strength and low shrinkage, which carries a 10-year warranty. This warrants that the sewing thread will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather and water. All other warranties disclaimed.

### **FABRIC**

Superior Shade fabrics carry a ten-year limited manufacturer's warranty from the date of delivery against failure from significant fading*, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, Superior Shade will manufacture and ship a new fabric at no charge for the first six years, thereafter pro-rated at 18% per annum over the last four years.

**The colors Red and Yellow are warranted against significant fading for only two years.*

If the corners of the fabric are equipped with both holes in the fabric corner PLUS reinforcing straps, BOTH the strap and fabric hole must be placed over each corner hook or the fabric warranty is void.

Fabric curtains, valences or flat vertical panels are not covered under the warranty.

Fabric is not warranted where it is installed on a structure that is not engineered and built by Superior Shade or its agents.

This warranty shall be void if damage to or failure to the shade structure is caused by contact with chemicals, chlorine, bleaching agents, hydrocarbons or hydrocarbon containing solvents, misuse, vandalism or any act of God, including but not limited to wind in excess of the wind limitations set forth below.

All fabric tops are warranted for sustained winds up to 76mph (hurricane force 1) and for gusts of up to 3 seconds duration up to 90mph. Removal of the shade fabric is required if damaging winds are called for. Damage due to snow and/or ice accumulation is not covered by this warranty. Canopies should be removed during the "off season".

These structures have been designed to eliminate any friction between the rafters and the fabric. The warranty will, therefore, be voided if any modification (temporary or permanent) is made to the rafter, cross pieces or ridge beams, or if the fastening

Superior Shade reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. The company does not warrant that any particular color will be available for any period of time and reserves the right to discontinue any color for any reason it may determine, without recourse by the owner of the discontinued fabric color.

### **STEEL STRUCTURE**

The structural steel frames are covered for a period of twenty years against failure due to rust-through corrosion under normal environmental conditions. Workmanship is warranted for a period of five years.

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Structures are warranted for winds up to 90 mph only if shade canopies have been removed as per requirement set forth above in the fabric paragraph. Removal and re-installation must be performed by a qualified person or authorized dealer following the instructions in APPENDIX A below.

This steel warranty shall be void if damage to the steel frame is caused by the installer or from physical damage, damage by salt spray or sprinkler systems, contact with chemicals, chlorine, pollution, misuse, vandalism, or any act of God.

### **SUPERDURABLE POWDER COAT FINISH**

The limited warranty for powder coating provides for the following after a five-year exposure period when applied according to the recommendations listed on the product's technical data sheet and appropriate surface preparation has been utilized.

- The coatings shall retain their original color with a E of < 7.5 units for high chroma colors, (Yellows, Reds, Oranges, Etc.) and a E of < 5.0 units for low chroma colors, when tested in accordance with ASTM D 2244.
- The coating shall retain a minimum of 50% of its original gloss level after washing, when tested in accordance with ASTM D 523.
- The coating shall exhibit chalking no worse than a numerical rating of 6, when evaluated in accordance with ASTM D 659-80.

### **ACTS OF NATURE**

This warranty does not cover natural disasters, such as earthquakes, shifts of terrain, or tornadoes. If the structure is installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued.

**** END OF SECTION ****

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## SECTION 116850

### AQUATIC PLAYGROUND

#### PART 1- GENERAL

##### 1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including items in Specification Divisions 01, 03, 13, 15 & 16, apply to this Section.

##### 1.02 SUMMARY

- A. General: The below specification describes the components of a complete Sprayground equipment system. The system includes but is not limited to those components necessary to make up a completely operational system. The spray pad system is designed to operate as a "Re-circulated water treatment" system.
  - 1. The system will be located at Sullivan Park in Hattiesburg, MS. The intent is to operate the sprayground during the summer months.
  - 2. All embed spray features and above grade spray features must be interchangeable to allow reconfiguration of the Sprayground.
  - 3. The perimeter of the sprayground will have a five foot buffer beyond the feature area of influence.
  - 4. The sprayground system will be served by a recirculated water system. The system control will be comprised of a CPU with a touch screen interface that will be located in a fiberglass enclosure. The fiberglass enclosure will include all suction and discharge headers, piping, interconnecting wiring (both control and power wiring inside and outside the equipment room not supplied by manufacturer), concrete, connections, finishes, and safeguards for a full and complete Sprayground to be performed under one contract. All construction must be in compliance with all applicable codes and ordinances and in compliance with the plans and specifications. Work shall be performed in accordance with the best practices of the respective trade and all other applicable requirements.
  - 5. The Sprayground equipment (fiberglass spray features, embed sprays, drains, pumps, filtration, controls, manifold, sensors, filter & chemical system, filters, pumps, collection tank) will be furnished under this contract. The Sprayground equipment manufacturer will coordinate the delivery of the equipment to accommodate the installing contractor installation schedule. Should the sprayground equipment be ready prior to the installing contractors required delivery, the sprayground equipment manufactured shall store the equipment out of the weather at no additional charge to the Owner.
- B. The Sprayground system shall consist of:
  - 1. Multi-station interactive features as itemized herein;

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2. Sprayground display system including pump(s), valves, piping, and specialties.
  3. Sprayground equipment in cabinet for the related accessories.
  4. Sprayground plumbing services including water and sewer, to designated points of connection with site utilities.
  5. All electrical equipment, wiring, and conduit necessary for full operation of the sprayground as shown on the drawings.
  6. Any other necessary specialties required for proper installation of the sprayground and related equipment resulting in a complete and useable sprayground.
  7. Fiberglass collection tank.
  8. Filter and chemical system including valves, pipes, fittings, filter, filter pump, and chlorine injection system.

### 1.03 SUBMITTALS

- A. Product Data: For each of the products indicated. Include construction details, material descriptions, dimensions of individual components and profiles. Include rated capacities, operating characteristics, electrical characteristics, and furnish specialties and accessories. This will include a list in writing stating any differences between the proposed substitution and the specified product.
- B. Shop Drawings: For fabricated equipment. Include plans, elevations, sections, roughing-in dimensions, fabrication details, utility service requirements and attachments to other work.
- C. Wiring Diagram: For power, signal, and control wiring. Provide both power and control signal line drawings and ladder diagrams. Provide interconnecting control wiring diagrams with lags and labels for each wire and termination. Wiring diagrams will be provided no later than 30 days from signed contract.
- D. Coordination Drawings: Indicate locations of Aquatic Playground and connections to utilities. Include plans and elevations; clearance requirements for equipment access and maintenance; details of support for equipment; and utility service characteristics.
- E. Operation and Maintenance Data: Provide all operation and maintenance manuals for all individual components and complete system. The operation and maintenance manuals shall include all seasonal requirements of start-up and shutdown, and any other information unique to this system. At minimum the manufacturer will provide the following:
  1. Sequence of operation
  2. Controls functions; internal and external
  3. Control equipment requirements
  4. Seasonal start-up and shutdown requirements
  5. Filter & chemical system requirements
  6. Parts lists
  7. Warranty information
- F. Sprayground equipment manufacturer assumes sole responsibility for the delivery and successful integration of all equipment to meet the performance requirements of the contract documents and specifications.

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G. Product Schedule: For each Aquatic Playground item, include the following:

1. Designation indicated on drawings.
2. Manufacturer's name and model number.
3. List of factory-authorized service agencies including their address and telephone numbers.

#### **1.04 QUALITY ASSURANCE**

- A. All materials shall be new and shall conform to applicable standards as specified herein.
- B. All work shall be executed by workmen skilled in the craft that they are assigned.
- C. The Manufacturer must currently be in the business of supplying Aquatic Playground equipment, similar in size and complexity. The Manufacturer shall provide written documentation of supplying Aquatic Playground equipment, for a minimum ten (10) years experience and shall have previously supplied Aquatic Playground system design, drawing and equipment, similar in size and complexity to this project.
- D. The Manufacturer shall also provide engineering design as it pertains to the Aquatic Playground system and the equipment supplied, referring specifically to complete hydraulic and electrical design. This shall include, but not limited to: spray effects, Aquatic Playground system, filtration system, water level control system, pump selection, piping system sizing and layout.
- E. The engineering design information shall be delineated on the final schematic, installation, and detail shop drawings showing the proper installation of the Manufacturer's equipment. The drawings shall be furnished as an integral part of their Aquatic Playground equipment package. Preliminary drawings shall not be used for installation.
- F. Pre-installation Conference: Conduct conference at Project site prior to commencement of construction of Aquatic Playground system and equipment.

#### **1.05 DELIVERY, STORAGE & HANDLING**

- A. All equipment delivered and placed in storage shall be stored with protection from weather, humidity and temperature variations, dirt and dust or other contaminants, and theft of vandalism. Contractor shall handle all equipment so as to prevent damage or marring, paying particular attention to any handling instructions on the equipment of packaging.

#### **1.06 COORDINATION**

- A. Coordinate Aquatic Playground layout and installation with other work, including potable water distribution, electrical power, sanitary system, storm drain system, etc.
- B. Coordinate location and requirements of utility service connections.
- C. Coordinate size, location, and requirements of the following:
  1. Overhead equipment supports.
  2. Equipment bases.

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3. Floor depressions.
  4. Slab areas with positive slopes to drains.

#### **1.07 WARRANTY**

- A. Sprayground Equipment Warranty: manufacturer's standard form in which manufacturer agrees to repair or replace components or equipment that fail in a materials or workmanship within specified warranty period.
  1. Warranty Period: 15 years from date of substantial completion against corrosion, material and workmanship will be warranted for not less than 5 years, and electrical components will be warranted for not less than 1 year.

### **PART 2 PRODUCTS**

#### **2.01 ACCEPTABLE MANUFACTURER**

- A. This section covers Sprayground equipment, devices, filter & chemical system, controls, piping, and other components of the complete system. All components described below are to be supplied by a single manufacturer. All plastic spray nozzles, fiberglass water features, and complete system will be designed and manufactured by approved manufacturer.
- B. Sprayground System: Approved manufacturer to provide all equipment and features equal to basis-of-design product at scheduled on drawings and as specified herein.
- C. Filtration and Recirculation equipment system shall be UL 1081 certified.
- D. All equivalents or equals must be submitted by the General Contractor (no manufacturers, manufacturer representatives, or subcontractors) for pre-approval, in writing, 10 days prior to the submission of the bid.
- E. Approved manufacturer:
  1. Rain Drop Products
  2. Vak Pak
  3. Approved equals

#### **2.02 GENERAL**

- A. Provide all equipment as specified according to this document. All substitutions must be submitted by the General Contractor (no manufacturers, manufacturer representatives, or subcontractors) for approval by the Engineer or his authorized representative for pre-approval, in writing, 10 days prior to the submission of the bid.
- B. Provide all special tools and winterization plates or inserts for proper operation and maintenance of the equipment provided under this Section.

#### **2.03 SPRAYGROUND FOUNTAIN SUMMARY**

- A. Playground features at Splash Pad shall include:



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1. (1) SPRAYING GUITAR, OMNI, by Rain Drop Products*
  2. (1) CLARINET TUMBLE BUCKET-2, OMNI, by Rain Drop Products*
  3. (1) SILLY WET SAX, SS, OMNI, by Rain Drop Products*
  4. (2) BASKET WEAVE, OMNI, by Rain Drop Products*
  5. (2) POPKORN JETS, LOW FLOW, OMNI, by Rain Drop Products*
  6. (3) FAN JET, OMNI, by Rain Drop Products*
  7. (1) BOLLARD ACTIVATOR, by Rain Drop Products*
  8. (1) TIMER PANEL, 1 TIMER FOR 4 AREAS, by Rain Drop Products*

* Or approved equal

B. Deck Drains

1. Deck Drains shall be factory assembled
2. Drains shall have non-skid surface with slot openings no wider than 5/16".
3. Each drain shall flow not less than 135 GPM at a velocity of 1.5 ft/sec.
4. Drains shall have not less than a 6" diameter outlet
5. Drains shall be fiberglass composite with smooth interior gelcoat surface, and fiberglass non-skid grate.

C. Activation Devices

Activation device shall not have any moving parts and shall operate on low voltage. The activation device shall serve as a direct interface between the users and the splash pad features.

D. Universal Mounting Fixture

1. The OmniPod, (or approved equal) universal mounting fixture (UMF) for installation of water feature apparatus comprising: a housing designed to be positioned within a water park surface, the housing having a sealing surface, and an inlet adapted to be coupled to a water supply for providing water to a water feature mounted in association with the housing, the sealing surface defining an opening, the opening dimensioned to accept an inlet of a water feature fixture in sealing relationship, such that water supplied to the receptacle housing will flow to the water feature mounted therewith, wherein the housing and mounting surface accommodate both inlets from above ground and below ground water feature fixtures.
2. The Omnipod or approved equal (UMF) is to be cast into a concrete surface.
3. The OmniPod or approved equal (UMF) must allow above grade or below grade water features to be installed and interchangeable.
4. The OmniPod or approved equal (UMF) of further comprising a cover to be selectively positioned to enclose the interior of the receptacle housing when not in use or for winterization.
5. The OmniPod or approved equal (UMF) of claim 1, wherein the seal member is formed to seal with an inlet of the water feature fixture, and to

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- allow the water feature fixture to be leveled or rotated with respect to the water park surface while in sealing engagement.
6. The OmniPod or approved equal (UMF) is formed to accommodate alternative sized inlets of the water feature fixtures.
  7. The OmniPod or approved equal (UMF) provides altering the configuration of water feature fixtures within a water park comprising the steps of: providing a plurality of universal mounting fixtures, each mounting fixture having a receptacle housing designed to be cast in position within a water park surface, the receptacle housing having a mounting surface with a seal, wherein both above grade and below grade water feature fixtures are accommodated by the mounting fixture, and having an inlet, providing a supply of water from a water supply to the inlet of each mounting fixture, and thereby selectively to a water feature fixture mounted in association with the receptacle housing, selectively installing an above grade or below grade water feature fixture in association with the particular mounting fixture in a sealing manner, and selectively changing the water feature fixture in one or more of the mounting fixtures so as to alter the configuration of the water features in the water park.
  8. The OmniPod or approved equal (UMF) allows adjustable below grade water feature apparatus, comprising: a housing having a water inlet and internal conduit through which water is supplied to a water dispensing system associated therewith, the water dispensing system comprising a plurality of selectively installed covers, each of which provide predetermined and varying water dispensing characteristics from the water feature when provided therewith, wherein alternative covers may be installed to selectively alter the water dispensing characteristics of the water feature.
  9. Construction: The body shall be manufactured from heavy wall PVC and shall be impervious to rust and corrosion. The top plate/cover shall be white high strength PVC .250 inch thick. The plate shall be installed with removable tamper resistant screws. Cover can be removed when a feature is ready to be installed. The cover may be replaced over opening; if the feature is removed at any time. The tamper resistant screws must be stainless steel to prevent corrosion.
  10. Supply Piping: All piping connections shall be made from heavy-duty high tensile strength PVC.
  11. Connections: A female socket shall be supplied to connect the water supply line supplied by others.
  12. Shall be packaged to protect against damage in transit.
  13. Drawings and installation instructions shall be supplied by manufacturer to ease installation.
  14. Shall be furnished by manufacturer providing a guarantee against all defects in workmanship and material for a period of five years from the date of shipment, on all components. Excluding improper installation.

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E. Flush Mounted Components

1. The specified fountain shall be suitable for installation in Spraygrounds, Zero Entry Public Swimming Facilities, and perimeter deck of Public Swimming Facilities and shall be manufactured by Rain Drop Products LLC or approved equal. Pumps and valves to regulate the flow shall be supplied separately. Installation shall be supplied by others.
2. Construction: The body shall be manufactured from heavy duty, high tensile strength PVC, and shall be impervious to rust and corrosion. The nozzle shall be adjustable high strength, corrosion resistant HDPE.
3. Supply Piping: All piping and connections shall be made from heavy-duty high tensile strength schedule 40 PVC.
4. Shall be packaged to protect against damage in transit.
5. Drawings and instructions shall be supplied by the manufacturer for ease of installation.
6. An OmniPod or approved equal (UMF), for Sprayground or Pools, is provided for installation ease at a later date, or removal for winterization, or for moving to another location.
7. A tamper resistant cover shall be provided to winterize the feature. It shall be made from high strength PVC material. Manufacturer to supply installation instructions.
8. Shall be furnished by manufacturer providing a guarantee against all defects in workmanship and material for a period of five years from the date of shipment, on all components. Excluding only normal wear and tear and improper operations or installation.

F. Above Ground Features

1. The specified feature shall be suitable for installation in Spraygrounds or Zero Entry Public Swimming Facilities and shall be manufactured by Rain Drop Products or approved equal. Pumps and valves to regulate flow shall be supplied separately. Installation shall be supplied by others.
2. Construction: The body/shell shall be manufactured with nonconductive, MACT compliant, corrosion proof vinyl ester resin and fiberglass strand reinforcement and other materials inert to pool chemicals.
3. Supply Piping: All piping connection shall be made from heavy-duty high tensile strength schedule 40 PVC.
4. Colors: Shall be available from manufacturer's color charts or with special colors upon request. Colors are ultraviolet stabilized to inhibit fading and shall be a high solid urethane.
5. Brushed Stainless steel finish is not acceptable and shall not be used.
6. Gaskets: When applicable, gaskets shall be 1/8" thick minimum neoprene material.
7. Fasteners: Shall be type 304 stainless steel for all anchor bolts.
8. Testing: The entire manifold assembly shall be pressure tested to 120PSI of 30 minutes with zero leakage.
9. Shall be packaged to protect against damage in transit.

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10. Drawings and instructions shall be supplied by manufacturer for ease of installation.
  11. Shall be furnished by manufacturer providing a guarantee against all defects in workmanship and material for a period of five years from the date of shipment on all components. Excluding only normal wear and tear and improper operations or installation.

#### **2.04 CENTRAL PROCESSING UNIT (CPU)**

- A. The timer controller will be programmable as to hours of operation and run time for the features when activated.
- B. The timer controller will turn all water features on and off at the same time.
- C. The timer controller will be enclosed in a NEMA 4 enclosure designed for wall mount installation in an indoor application.

#### **2.05 HOLDING TANK**

- A. System shall contain 700-gallon wrapped fiberglass, below-grade tank with pressure treated wood supports.
- B. All fittings shall be flanged or solvent weld and compatible with overall mechanical system.
- C. Fiberglass tank shall have 48" x 48" access ladder and lockable fiberglass gel coated hatch.
- D. Tank shall include coupling for 2" overflow line and 1" fresh water fill line.
- E. Coupling for feature return to tank shall be sized to handle required feature flow rate not to exceed 10 fps flow velocity per NSF Guidelines.
- F. Coupling for feature suction line sized to handle required feature flow rate not to exceed 6 fps flow velocity per NSF Guidelines.
- G. Coupling for tank drain line shall be sized to handle filter pump flow rate not to exceed 6 fps flow velocity.
- H. Coupling for main drain line shall be sized to handle required feature flow rate not to exceed 3 fps flow velocity from splash pad drains.
- I. Coupling for recirculating suction line shall be sized to handle required filter flow rate not to exceed 6 fps flow velocity per NSF Guidelines.
- J. FWLC tank automatic water fill device with adjustable float sensor and non-electric control valve shall be manufactured by Vak Pak, Inc., Part #38928 or approved equal.

#### **2.06 FILTRATION SYSTEM**

- A. Filter pump shall be 3-HP, single-phase, 208-230 volt, 14.8/13.5 FL Amps. Speck Model PS350SSP (or approved equal) 145 GPM@60TDH, throttled to 120 GPM.
- B. Suction and discharge valve and piping shall include filter suction, tank drain suction, pump to filter, backwash to waste, and filter return to collection tank.
- C. Becs system 2 orp/pH chemical controller (or approved equal) with factory startup and minimum 2 hour onsite training.

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- D. CL2 feeder shall be ROLA Chem model RC103, peristaltic feeder with 40-gallon remote chemical crock manufactured by Vak Pak, Inc. or approved equal.
  - E. PH feeder shall be ROLA Chem RC25-53, max feed rate 12 GPD/liquid pH adjustment feed pump with remote 20 gallon chemical crock manufactured by Vak Pak, Inc. or approved equal.
  - F. System shall include flow switch to interrupt chemical feeding to system if no flow is detected and interlocked receptacle to stop flow of chemicals if recirculation pump is off.

## **2.07 FEATURE SYSTEM**

- A. System shall contain 3 HP feature pump, 67 GPM, single phase 208-230 volts.
- B. Suction manifold shall be 3" Schedule 40 PVC not to exceed 6 fps flow rate.
- C. Discharge manifold shall be 3" Schedule 40 PVC not to exceed 10 fps flow rate with associated valves, pipe, and fittings.
- D. Feature returns shall be Schedule 40 PVC with Ball/Check Valves.

## **2.08 AQUATIC PLAYGROUND SURFACE AREA**

- A. Provide brushed concrete surface with SGM one-step spray deck surfacing (or approved equal) with up to two colors on the entire Aquatic Playground area with slopes to drains and control joints.

# **PART 3 EXECUTION**

## **3.01 GENERAL**

- A. Install all equipment specified herein and/or shown on the drawings in strict accordance with the manufacturer's instructions and recommendations unless otherwise noted and in compliance applicable codes.
- B. Spray ground feature manufacturer shall provide drawings and instructions of spray ground play features for ease in installation.
- C. Mounting shall be manufacturer's standard methods for both features requiring Omnipod (or approved equal) templates and those that do not utilize Omni-pods. Refer to the feature schedules shown on the drawings.

## **3.02 PREPARATION**

- A. Prior to submitting a bid, the Contractor shall visit the site and compare with the drawings and specifications covering this work. Contractor satisfy himself with the conditions existing at the site and/or shown on the drawings which affect or are affected by the work and all other matters incidental to the work. Contractor shall assume all responsibility relating to his requirement in submitting his bid.

## **3.03 INSTALLATION**

- A. Pipe

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1. Provide flanges or unions as indicated and/or as necessary to allow removal and reinstallation of any item of equipment or accessory without cutting, welding or soldering.
  2. Cut pipe into measurements established at the site. Work into place without springing or forcing.
  3. Protect all openings in piping during construction to prevent entrance of foreign matter.
  4. Cut pipe and tubing ends square. Remove rough edges and burrs so that a smooth and unobstructed flow will be obtained.
  5. Close or short nipples should be used only where shown on the drawings, or absolutely necessary to satisfy dimensional constraints.
  6. Make changes in pipe size using reducing fittings. Use bushings only if shown on the drawings.
  7. Connections to equipment or accessories shall be screwed for sizes 2" or smaller and flanged for sizes 2½" and larger.
  8. Arrange exposed piping straight, parallel and perpendicular to the walls of the structures unless, otherwise shown on the Drawings.
  9. Whenever two or more pipes are installed in parallel, allow sufficient space for required connections labeling and/or the application of insulation.

B. Pipe Joints

1. Cut all threads accurately, axis of thread coinciding with axis of pipe.
2. No more than two threads shall show beyond fittings.
3. Make up joints with teflon tape or pipe dope compound.
4. Remake leaky joints with new materials.

C. Copper and brass pipe and tubing:

1. Clean surfaces to be jointed of oil, grease, rust, and oxides before assembly or heating.
2. Apply an appropriated flux to each joint surface and spread evenly. Apply heat with an oxyacetylene torch.
3. Make up all joints using non-corrosive flux and 95-5 solder, ASTM B32 Grade A.

D. PVC pipe

1. All in-ground piping will be schedule 40 PVC.
2. Bevel all pipe ends with a coarse file or beveling tool.
3. Clean surfaces to be joined of all loose dirt and moisture from the I.D. and O.D. of the pipe end and the I.D. of the fitting socket.
4. Apply a coating of appropriate primer to the entire I.D. surface of the fitting socket and to an equal area on the O.D. of the pipe end.
5. Apply solvent cement using an appropriate natural bristle brush. Apply a liberal coating of cement around the entire depth of the socket surface,

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- avoiding excessive cement application. Apply a second liberal coating onto the pipe end.
6. Immediately after cementing, insert the pipe into the fitting to the full socket depth while rotating the pipe or fitting one quarter turn. Hold joint together for at least 15 seconds after joining to make sure pipe does not back out of socket.
  7. Do not solvent weld pipe if atmospheric temperature is below 40 degrees F or above 90 degrees F, or if it is raining.
  8. Discard cement when an appreciable change in viscosity takes place or if cement is lumpy or stringy. Do not thin. Cement must be used before the expiration date shown on container.
  9. All systems shall be left in good operating condition. If defects of materials or workmanship in piping systems or equipment are disclosed as a result of tests and operation, repairs shall be made by the Contractor at his expense, using new materials, and all defective materials shall be retested until a satisfactory test has been made.
  10. No caulking or screwed joints, cracks, or holes will be acceptable. Replacing shall be the full length of defective sections of pipe. Defective apparatus shall be removed from the site and replaced by apparatus conforming to the requirements of these requirements. The entire cost of repairs and replacements shall be borne by the Contractor.

E. Wiring Materials

1. Electrical conductors connected to equipment having a tendency to cause noise or vibration, shall be installed in flexible conduit not to exceed four feet in length. All flexible conduit subject to moisture shall be covered with watertight plastic and all connections shall be made with watertight fittings.
2. All other electrical conductors shall be installed in rigid conduit unless otherwise specified or indicated on the drawings. All connections shall be made with approved fittings.
3. All conduit and stub-ups located within areas under water shall be red brass pipe, type K copper tubing of full hard temper, or Everdur or approved equal.
4. All interconnecting conduits shall be steel, P.V.C. or other material approved for application.
5. All connections between dissimilar metals shall be made with dielectric fittings.
6. Minimum conduit size shall be 3/4" unless otherwise specified or indicated on the drawings.
7. All wire, flexible cord, cable and/or conductors shall be selected as to size, type, current carrying capacity, voltage and insulation based on intended service, and shall conform to the latest ASTM and IPECA specifications and standards.
8. All connecting and terminating devices used for making connections, taps and/or splices shall be as approved for application.
9. All junction and/or pull boxes located outside the water containment areas shall conform to applicable codes and shall be of sufficient size,

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suitable design and approved construction to meet the conditions and requirements involved.

F. Installation of Conduit

1. All wiring shall be in conduit installed and sealed in accordance with the best modern practice as specified.
2. All conduit located in finished areas shall be concealed unless otherwise specified or indicated on the drawings.
3. The ends of all conduits shall be cut square and shall be carefully reamed to remove rough edges.
4. Open ends of conduit shall be kept closed with approved conduit seals during construction.
5. Where conduit enters a box or other fitting, a bushing shall be provided to protect conductors from abrasion.
6. Where junctions, bends, or offsets are required, for exposed runs of conduit, fittings shall be provided. Fitting covers shall be accessible. Bends will not be permitted around corners of beams, walls, or equipment.
7. Threadless couplings and/or connectors used with conduit shall be made tight. Where installed in wet locations or where buried in concrete or other fill, threadless couplings and connectors shall be suitable for preventing water from entering the conduit. Running threads will not be permitted.
8. Sliding expansion joints with bonding straps shall be furnished where conduits cross building expansion joints or as otherwise required.
9. Bends in conduit shall be made so that the conduit is not damaged and such that the inside diameter of the conduit will not be effectively reduced. No more than the equivalent of four 90-degree bends shall be used on any single run of conduit between outlets and/or other fittings.
10. All concealed and/or exposed conduit shall be supported in an approved manner.

G. Installation of Conductors

1. All conductors shall be installed in conduit after all conduits, except exposed conduit with removable conduit seals, has been installed as a complete raceway system.
2. All debris and moisture shall be removed from all conduit, boxes, and other fittings before installing conductors. Cleaning agents or materials used as lubricants that might have a deteriorating effect on conductor coverings shall not be used.
3. The connection of conductors to terminals shall be made using approved connectors. Wires in panel cabinets, pull boxes, and wiring gutters shall be neatly grouped and fanned out to the terminals.
4. Care shall be taken to protect conductors from damage caused by further mechanical work completed after conductors have been installed. Damaged conductors shall be replaced.



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5. All circuits fed by ground fault interrupters shall have their own separate neutral wire. No common neutrals will be acceptable.

I. Conductor Color Coding

1. All conductors (600 volts and under) shall be color-coded and numbered. Color continuity being maintained throughout the project.
2. Color-coding shall be as follows: Phase "A" shall be "Black", Phase "B" shall be "Red", Phase "C" shall be "Blue", "Neutral" shall be "White", and "Grounding Conductors" shall be "Green".

J. Excavating, Trenching and Backfilling

1. The Contractor shall perform all excavating, trenching and backfilling specified, as indicated on the plans and/or as required for the installation of the work under this section.
2. Trenches shall be excavated and underground conduit shall be laid and supported in accordance with the best modern practice as specified.
3. Prior to lowering into the trenches, all conduit fittings and accessories shall be inspected for defects and all defective, damaged or unsound conduit shall be replaced.

**3.04 TEST AND ADJUSTMENTS**

- A. This Contractor shall test all equipment as necessary to show that it complies with all requirements specified. Testing shall be done in a manner approved by the Owner's Representative.
- B. All water piping systems shall be flushed free of debris and pressure tested at 150% of operating pressure or 75psi minimum for discharge lines, 30p.s.i. minimum for suction lines, and 15p.s.i. minimum for drain lines, for a period of not less than 4 hours, and proven free of leaks or other defects, prior to and after backfilling and concrete pours. Repair leaks and repeat test as necessary until satisfactory results are obtained.
  1. Sprayground flow manifold assemblies shall be pressure tested to 150 PSI for 30 minutes with zero leakage. Repair any leaks and retest until acceptable results are obtained.
  2. All open ended pipes and equipment, such as drain bodies, shall be left long for testing, and then cut to length before final installation of equipment
- C. All electrical circuits, feeders, and equipment shall be tested and proven free of improper grounds, open circuits or shorts, as required by the authorities having jurisdiction, to demonstrate compliance with codes and laws.
- D. The Contractor shall place the installation in operation and make tests, adjustments, and corrections, until it is shown to be in proper operating condition.

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### **3.05 GUARANTEE**

- A. In entering into a contract covering this work, each contractor accepts the specifications and drawings and guarantees that the work will be performed in accordance with the requirements of the specifications and drawings, or such modifications to said specifications and drawings, as may be made in the contract documents and applicable codes and laws.
- B. Each Contractor further guarantees that the workmanship and material will be of best quality procurable, and that none but experienced workmen, familiar with each particular class of work, will be employed.
- C. Each Contractor further agrees to hold himself responsible for any defects which may develop in any part of the entire system, including equipment as provided for under this specification, due to faulty workmanship, design or material and to replace and make good, without cost to the Owner, any such faulty parts or construction that may develop at any time within one year from the date of the final acceptance or longer where dictated by manufacturer's warranty periods. Any repairs or replacements required because of defects, as outlined in this clause, are to be made promptly and approved in writing by the Owner's Representative prior to replacement/repair of defective work.

### **3.06 CLEAN-UP**

- A. Upon completion of the work of this section, the Contractor shall remove from the sites all rubbish, trash, and debris resulting from the operations; remove all used equipment and implements of service; and leave the entire area involved in a neat, clean, and acceptable condition as approved by the Owner's Representative.
- B. All soiled, abraded or discolored surfaces of spray ground and stream feature work shall be cleaned, polished and left free from blemishes or defects.

**** END OF SECTION ****

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## SECTION 15052

### BURIED PIPING INSTALLATION

#### PART 1 – GENERAL

##### 1.01 Description

- A. Scope:
  - 1. CONTRACTOR shall furnish all labor, materials, equipment and incidentals as shown, specified and required to install all buried piping, fittings, and specials.
  - 2. The Work includes, but is not limited to, the following:
    - a. All types of buried piping unless specifically included under other Sections.
    - b. Pipe beneath structures.
    - c. Testing.
    - d. Also included are installation of all jointing and gasketing materials, specials, couplings, and all other Work required to complete the piping installation.
    - e. All appurtenances and specials shown, specified or required shall be incorporated into the piping systems.
- B. Coordination: Review installation procedures under other Sections and coordinate with the Work that is related to this Section.
- C. Related Work Specified Elsewhere: Section 02200, Excavation and Backfill.

##### 1.01 Quality Assurance

- A. Requirements of Regulatory Agencies:  
Comply with applicable requirements of UL and other authorities having jurisdiction.
- B. Comply with the requirements of the Mississippi State Department of Health, Division of Water Supply for separation of water and sewer mains.
- C. Reference Standards: Comply with applicable provisions and recommendations of the following, except as otherwise shown or specified.
  - 1. C600 AWWA Standard for Installation of Ductile-Iron Water Mains and Their Appurtenances.
  - 2. C111/A21.11 American National Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
  - 3. C651 AWWA Standard for Disinfecting Water Mains.
  - 4. AWWA M23, PVC Piping.

##### 1.02 Submittals

- A. Shop Drawings: Submit for approval the following:
  - 1. Size, class and other details of pipe to be used.
  - 2. Information on typical joint and harnessing details.

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- 3. Laying schedules and detailed drawings in plan and profile for all piping, except as noted below.
  - 4. Schedules and drawings for buried piping less than four inches are required only if specifically requested by the ENGINEER.
- B. Tests: Submit description of proposed testing methods, procedures and apparatus. Submit copies of all test reports.
- C. Record Drawings: During progress of the Work, keep an up to date set of drawings showing field and Shop Drawing modifications. Submit cloth or mylar tracings at a scale satisfactory to the ENGINEER that show the actual in-place installation of all piping and equipment installed under this Section. The drawings shall show all piping on plans and in sections, with all reference dimensions and elevations required for complete record drawings of the piping systems. Two paper prints shall also be furnished. The tracings and prints shall be furnished not later than 30 days after Substantial Completion of the Work.

### **1.03 Product Delivery, Storage and Handling**

- A. Delivery, storage and handling of pipe, fittings and specials shall be in complete compliance with the manufacturer's recommendations.
- B. Handle all pipe, fittings and accessories carefully with approved handling devices. Do not drop or roll pipe off trucks. Do not otherwise drop, roll or skid pipe. Materials cracked, gouged, chipped, dented or otherwise damaged will not be approved.
- C. Store pipe and fittings on heavy wood blocking or platforms so they are not in contact with the ground.
- D. Pipe, fittings and specials shall be unloaded opposite to or as close to the place where they are to be laid as is practicable to avoid unnecessary handling. Interiors shall be kept completely free from dirt and foreign matter.

## **PART 2 – PRODUCTS**

### **2.01 Materials**

- A. Pipe materials are specified under each applicable pipe material Specification Section.
- B. Pipe Marking:
  - 1. General:
    - a. Each piece of pipe or fitting shall be clearly marked with a designation which shall conform with designations shown on the Shop Drawings.
    - b. Class designation shall be cast or painted on each piece of pipe or fitting four inches in diameter and larger.
  - 2. Underground Warning Tape:
    - a. CONTRACTOR shall place an aluminum core, detectable warning tape approximately 12 to 18 inches below grade in all Plastic Pipe trenches.
    - b. Raw water, settled water, or finished water plastic piping warning tape:
      - (1) Message: "CAUTION – BURIED WATER LINE."

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- (2) Size and Color: 3-inch wide blue background with black lettering.
    - c. Product and Manufacturer: Provide one of the following;
      - (1) Terra Tape Sentry Line by Reef Industries, Inc.
      - (2) Or equal.
  - 3. Tracer Wire:
    - a. CONTRACTOR shall place a 14 gauge or heavier (smaller AWG number), solid, insulated, copper wire as indicated in the Contract Drawings.
    - b. The wire must be one continuous, unbroken length and is to be coiled at meters, valves, and bored crossings.

## **PART 3 – EXECUTION**

### **3.01 Installation**

- A. General:
  - 1. Install piping as shown, specified and as recommended by the manufacturer.
  - 2. Request instructions from ENGINEER before proceeding if there is a conflict between the manufacturer's recommendations and the Drawings or Specifications.
  - 3. Pipe, fittings and accessories that are cracked, damaged or in poor condition or with damaged linings will be rejected.
  - 4. Minimum cover over piping shall be 3 feet unless otherwise shown or approved by ENGINEER.
  - 5. Earthwork required is in Division 2 of these specifications.
- B. Maintain separation of sanitary piping from water mains in accordance with the following:
  - 1. Sanitary sewer shall be laid at least 10 feet horizontally and 18" vertically from any water lines with water lines always located above sewer lines.
  - 2. All other scenarios shall be approved on a case by case basis.
- C. Bedding Pipe:
  - 1. Select bedding material used around and under pipes shall be as described in Section 02200.
  - 2. Bedding Ductile-Iron and Concrete Pipe: The pipe shall be bedded in compacted select bedding placed on a flat trench bottom. The select bedding shall have a minimum thickness of four inches under the barrel and extend to pipe diameter/4 inches above the invert of the pipe.
  - 3. Bedding PVC and HDPE Pipe: Promptly after the pipe is laid, all trenches and excavation shall be bedded and compacted until it covers the pipe at least six inches above the pipe. This bedding/backfill shall be brought up and tamped equally and thoroughly along each side of the pipe in such a manner as to avoid displacement of or damage to the pipe. The select bedding material shall have a minimum thickness of six inches under the barrel and be placed in lifts not thicker than six inches. The select bedding shall be thoroughly compacted to a density at least equal to 95 percent of the maximum density determined by the Standard Proctor in accordance with ASTM D 698 Method C including Note 2.
  - 4. Select Backfill Material: Select material for backfilling pipe trenches shall be as specified in Section 02200, Paragraph 2.01 A.
  - 5. No piping shall be laid until ENGINEER approves the bedding condition.
  - 6. No pipe shall be brought into position until the preceding length has been bedded and secured in its final position.
  - 7. All ledge rocks, boulders, and large stones shall be removed during trench

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excavation to provide a minimum clearance of four inches below and on each side of all pipe.

D. Laying Pipe:

1. Comply with manufacturer's instructions and with ASTM D 2321, AWWA C600 or AWWA M9, where applicable.
2. Install all pipe accurately to line and grade shown unless otherwise approved by ENGINEER. Remove and relay pipes that are not laid correctly.
3. Slope piping uniformly between elevations given.
4. Ensure that water level in trench is at least 6 inches below bottom of pipe. Do not lay pipe in water. Maintain dry trench until jointing and backfilling are complete.
5. Start laying pipe at lowest point and proceed towards the higher elevations, unless otherwise approved by ENGINEER.
6. Place bell and spigot pipe so that bells face the direction of laying, unless otherwise approved by ENGINEER.
7. Excavate around joints in bedding and lay pipe so that only the barrel receives bearing pressure from the trench bottom.
8. Permissible deflections at joints shall not exceed the amount allowed by manufacturer.
9. Take every precaution to ensure that no foreign material enters the piping prior to and during installation.
10. All pipe and fittings shall be carefully examined for cracks, damage or other defects while suspended above the trench before installation. Defective materials shall be immediately removed from site.
11. Interior of all pipe and fittings shall be inspected and all dirt, gravel, sand, debris or other foreign materials shall be completely removed from pipe interior before it is moved into the trench.
12. Bell and spigot mating surfaces shall be thoroughly wire brushed and wiped clean and dry immediately before pipe is laid.
13. Every time that pipe laying is not actively in progress the open ends of pipe shall be closed by a watertight plug.
14. Field cutting pipe, where required, shall be made with a machine specially designed for cutting piping. Cuts shall be carefully done, without damage to pipe or lining, so as to leave a smooth end at right angles to the axis of pipe. Cut ends shall be tapered and sharp edges filed off smooth. Flame cutting will not be allowed.
15. Blocking under piping shall be permitted only when accepted by ENGINEER for special conditions.
16. Touch up protective coatings in a satisfactory manner prior to backfilling.
17. All piping shall be inspected by the ENGINEER prior to any backfilling operations. CONTRACTOR shall notify the ENGINEER in advance of any backfilling operation.
18. Joint restraints shall installed as recommended by the manufacturer to restrain the pipe at each fitting as indicated elsewhere in the contract documents.

E. Jointing Pipe:

1. General:
  - a. Clean completely all jointing surfaces and adjacent areas immediately before mating joint.
  - b. Lubricate and adjust gaskets as recommended by manufacturer.
  - c. After gaskets are compressed and before pipe is brought fully home, each gasket shall be carefully checked for proper position around full

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- d. circumference of the joint.  
Conform to AASHTO MP6, AWWA C111 and to manufacturers recommendations pertaining to jointing pipe.
  - 2. Push-on Joints: Comply with AASHTO MP6, AWWA C111 or to manufacturers recommendations pertaining to jointing pipe.
  - F. Transitions from One Type of Pipe to Another:
    - 1. Provide all necessary adapters, specials and connection pieces required when connecting different types and sizes of pipe or when connecting pipe made by different manufacturers.
    - 2. Encase all such connecting joints with 6 inches minimum of concrete unless otherwise shown, specified or recommended by manufacturer.
  - G. Closures:
    - 1. Provide all closure pieces shown or required to complete the Work.
    - 2. Locate closures in straight runs of pipe.
  - H. Backfilling:
    - 1. Conform to applicable requirements of the Division 2 Specifications.
    - 2. Backfill by hand and use hand or pneumatic tamping until pipe is covered by at least one foot of backfill.

### **3.02 Work Affecting Existing Piping**

- A. Location of Existing Piping:
  - 1. Locations of existing piping shown should be considered approximate.
  - 2. CONTRACTOR is responsible for determining exact location of existing piping to which he must make connections, or which he may disturb during earth moving operations, or which may be affected by his work in anyway.
  - 3. Conform to applicable requirements of Section 01045, Cutting and Patching.
- B. Work on Existing Pipelines:
  - 1. Cut pipes as shown or required with machines specifically designed for this work.
  - 2. Install temporary plugs to keep out all mud, dirt, water and debris.
  - 3. Provide all necessary adapters, fittings, pipe and appurtenances required.

### **3.03 Testing of Piping**

- A. General:
  - 1. Pressure and leakage tests of all piping shall be completed and conform to the current AWWA Standard C600, Section 4.
  - 2. Notify ENGINEER 48 hours in advance of testing.
  - 3. Provide all testing apparatus, including pumps, hoses, gages, and fittings.
  - 4. Pipelines shall hold the specified test pressure for a period of 2 hours.
  - 5. Pipelines which fail to hold specified test pressure or which exceed the allowable leakage rate shall be repaired and retested.
  - 6. Test pressures required are at the lowest elevation of the pipeline section being tested unless otherwise specified.
  - 7. Unless otherwise approved, conduct all tests in the presence of the ENGINEER.

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- B. Schedule of Pipeline Testing: Piping shall be tested at least 10 psi greater than its maximum operating pressure. If unknown, 100 psi shall be the pressure utilized during the testing procedure.
  - C. Pressure Test Procedure:
    - 1. Backfill and compaction shall be completed at least to the pipe centerline before testing, unless otherwise required or approved by ENGINEER.
    - 2. Allow concrete for blocking to reach design strength before testing.
    - 3. Fill section to be tested slowly with water and expel all air.
    - 4. Test only one section of pipe at a time.
  - D. Leakage Testing:
    - 1. Maintain test pressure constantly for a 2 hour period and accurately measure the amount of water which must be added to maintain the test pressure.
    - 2. Allowable Leakage Rates ( in gallons per hour per 1,000 feet per inch diameter):
      - a. Ductile-Iron Pipe: 0.1
      - b. PVC and Thermoplastic: No leakage.

### **3.04 Cleaning and Disinfection**

- A. All water main piping shall be thoroughly cleaned and flushed in a manner approved by ENGINEER prior to placing in service.
  - 1. Piping 24 inches diameter and larger shall be inspected from inside and all debris, dirt and foreign matter removed.
- B. Disinfection:
  - 1. Disinfect all water mains, filtered water and other potable water piping.
  - 2. Flush piping prior to disinfection with water at a minimum velocity of 2-1/2 feet per second.
  - 3. Conform to procedures described in AWWA C651 unless otherwise approved by ENGINEER.
  - 4. Water for flushing, testing and chlorination shall be furnished and paid for by the CONTRACTOR.
  - 5. Chlorine will be supplied by CONTRACTOR.
  - 6. Chlorine concentration in the water entering the piping shall be between 50 and 100 parts per million, such that a minimum residual concentration of 25 mg/l will be left after a 24 hour retention period. The operation shall be repeated as necessary to provide complete disinfection.
  - 7. Bacteriologic tests will be performed by OWNER. Upon completion of construction and disinfection of water distribution lines, the CONTRACTOR shall arrange for at least one microbiological water sample to be collected by the Certified Operator for the system from every dead-end line and every major looped line. Water being collected shall not have a chlorine residual higher than is normally maintained in other parts of the distribution system. Disposal of highly chlorinated water from disinfection of the water lines may require a permit from the DEQ/Office of Pollution Control. The CONTRACTOR shall be responsible for obtaining any applicable permits. No chlorine shall be present which is a result of line disinfection. A sample showing "No Coliform Present" shall constitute a satisfactory sample when analyzed by the Mississippi Department of Health environmental laboratory or a laboratory certified by the MSDH.



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**** END OF SECTION ****

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## SECTION 15076

### PLASTIC PIPE

#### PART 1 – GENERAL

##### 1.01 Description

- A. Scope:
  - 1. Furnish all labor, materials, equipment and incidentals for PVC pipe systems.
  - 2. The extent of plastic piping is shown on the Drawings and in the schedules in Section 15052.
- B. Coordination: Review installation procedures under other Sections and coordinate the Work that must be installed with the materials specified herein and which is related to this Section.
- C. Related Work Specified Elsewhere:
  - 1. Section 02200, Excavation and Backfill
  - 2. Section 15052, Buried Pipe Installation.

##### 1.02 Quality Assurance

Reference Standards: Comply with the latest edition of the following:

- A. ASTM D 1784, Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds.
- B. ASTM D 2241.
- C. ASTM D 3034, Type PSM Poly(Vinyl Chloride) (PVC Sewer Pipe and Fittings).
- D. AASHTO M294-96, Standard Specification for Corrugated Polyethylene Pipe, 12" to 36" diameter.
- E. ASTM D 3261, ASTM F 2206, ASTM 2513

##### 1.03 Submittals

- A. Shop Drawings and Product Data: Comply with the general requirements of Section 01340 and the supplemental requirements.
- B. Submit drawings and manufacturer's data showing details of each piping system to include material composition of pipe and fittings, pressure ratings, nominal size and wall dimensions, fittings and interfacing with equipment and appurtenances in conjunction with the Shop Drawings required under Section 15052.

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#### **1.04 Delivery, Storage and Handling**

Refer to Section 15052.

### **PART 2 – PRODUCTS**

#### **2.01 General**

Specifically design, construct and install piping systems for the services intended to comply with the design conditions specified in the schedules in Section 15052.

#### **2.02 Polyvinyl Chloride (PVC) Gravity Sewer Piping**

- A. Pipe and Fitting Material:
  - 1. Standard: ASTM D-1784.
  - 2. Type: Type I, virgin grade, rigid (12454-C).
- B. Pipe:
  - 1. Standard: ASTM D-3034.
  - 2. Schedule: SDR 26.
- C. Joints:
  - 1. Standard: ASTM D-3212.
  - 2. Type: Integral Bell and Spigot.
  - 3. Flexible Seals: Elastomeric, conforming to ASTM F-477.
  - 4. Lubricant: As recommended by manufacturer.

#### **2.03 Marking Requirements**

- A. Intervals: 5 feet maximum.
- B. Designation:
  - 1. Pipe nominal size.
  - 2. Pipe schedule or SDR designation.
  - 3. Designation "Specification AWWA C 900 or ASTM D-2241."
  - 4. PVC cell classification.
  - 5. Manufacturer's name or trade name and code.

### **PART 3 – EXECUTION**

#### **3.01 Installation**

Comply with Section 15052.

**** END OF SECTION ****

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## SECTION 15078

### HIGH DENSITY POLYETHYLENE PIPE

#### PART 1 – GENERAL

##### 1.01 Description

- A. Scope:
  - 1. Furnish all labor, materials, equipment and incidentals for Water or Sewer Distribution and Transmission System.
  - 2. The Work includes, but is not limited to, the following:
    - a. Supports and restraints.
    - b. Testing.
    - c. Cleaning.
    - d. Disinfection (where applicable)
    - e. Also included are installation of all jointing, specials, couplings, harnessed and flanged adapters, sleeves, tie rods, and all other Work required to complete the piping installation.
    - f. All valves, appurtenances and specials shown, specified or required shall be incorporated into the piping systems. Valves, specials and appurtenances shall be as specified in other sections.
  - 3. The extent of piping is shown on the Drawings and in the schedules.
- B. Coordination: Review installation procedures under other Sections and coordinate the Work that must be installed with the materials specified herein and which is related to this Section.

##### 1.02 Quality Assurance

- A. Source Quality Control:
  - 1. Obtain pipe from no more than one manufacturer.
  - 2. Obtain fittings from no more than one manufacturer.
- B. Reference Standards: Comply with the latest editions of the following:
  - 1. AWWA C901, Polyethylene Pressure Pipe and Tubing, 1/2" through 3", For Water Service.
  - 2. AWWA C906, Polyethylene Pressure Pipe and Fittings, 4" through 63", For Water Distribution.
  - 3. ASTM D 2239, Polyethylene Plastic Pipe (SIDR-PR), (Iron Pipe Size; ID).
  - 4. ASTM D 3350, Specification for Polyethylene Plastics Pipe and Fittings Material.
  - 5. ASTM D 3035, Polyethylene (PE) Plastic Pipe (DR-PR) Based on Controlled Outside Diameter (1/2" to 24").
  - 6. ASTM D 1693, Test Method for Environmental Stress Cracking of Ethylene.
  - 7. AWWA Manual M55, PE Pipe – Design and Installation.

##### 1.03 Submittals

- A. Shop Drawings and Product Data: Comply with the general requirements of these contract documents.
- B. Submit for approval the following:

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1. Size, class and other details of pipe to be used.
  2. Information on typical joint and harnessing details.
- C. Tests: Submit description of proposed testing methods, procedures and apparatus. Submit copies of all test reports.
- D. Record Drawings: During progress of the Work, keep an up to date set of drawings showing field modifications. Submit drawings at a scale satisfactory to the ENGINEER that show the actual in-place installation of all piping and appurtenances installed under this Section. The drawings shall show all piping on plans with all reference dimensions and elevations required for complete record drawings of the piping systems. The drawings shall be furnished not later than 30 days after Substantial Completion of the Work.

#### **1.04 Delivery, Storage and Handling**

- A. Delivery, storage and handling of pipe, fittings, and specials shall be in complete compliance with the manufacturer's instructions.
- B. Handle all pipe, fittings and accessories carefully with approved handling devices. Do not drop or roll pipe off trucks. Do not otherwise drop, roll or skid pipe. Materials cracked, gouged, chipped, dented or otherwise damaged will not be approved.
- C. Pipe, fittings and specials shall be unloaded opposite to or as close to the place where they are to be laid as is practicable to avoid unnecessary handling. Interiors shall be kept free from dirt and foreign matter.

### **PART 2 – PRODUCTS**

#### **2.01 General**

Specifically construct and install piping systems for the services intended to comply with the design conditions specified or shown in the drawings.

#### **2.02 Pressure Pipe**

- A. Materials used for the manufacture of polyethylene pipe and fittings shall be extra high molecular weight, high density ethylene/hexene copolymer PE 3408 polyethylene resin meeting the above listed physical property and pipe performance requirements:
1. The polyethylene pipe manufacturer shall provide certification that stress regression testing has been performed on the specific product. The said certification shall include a stress life curve per ASTM D-2837. The stress regression testing shall have been done in accordance with ASTM D-2837, and the manufacturer shall provide a product supplying a minimum Hydrostatic Design Basis (HDB) of 1,600 psi, as determined in accordance with ASTM D-2837.
  2. The material shall be listed by PPI (the Plastics Pipe Institute, a division of the Society of the Plastics Industry) in PPI TR-4 with a 73° F hydrostatic design stress rating of 800 psi, and a 140° F hydrostatic design stress rating of 400 psi. The PPI Listing shall be in the name of the pipe manufacturer, and shall be based on ASTM D-2837 and PPI TR-3 testing and validation of samples of the pipe manufacturer's

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- production pipe.
3. The Manufacturer's certification shall state that the pipe was manufactured from one specific resin in compliance with these specifications. The certificate shall state the specific resin used, its source, and list its compliance to these specifications.
- B. Pipe and Fittings:
1. Pipe:
- a. Pipe supplied under this specification shall have a nominal DIPS (Ductile Iron Pipe Size) OD unless otherwise specified. The DR (Dimension Ratio), and the pressure rating of the pipe supplied shall be DR 11-160 psi unless otherwise noted on the Drawings.
- b. The pipe shall be produced from approved HDPE pipe grade resin(s), with the nominal physical properties outlined herein and to the dimensions and tolerances specified in AWWA C901/906.
- c. Approved Pipe Manufacturers:
- (1) ISCO Industries, LLC.
- (2) Or equal.
2. Pipe Performance:
- The pipe shall be in compliance with the physical and performance requirements of Section 3 of this specification. Specifically, the pipe will be extruded from resin meeting specifications of ASTM D-3350 with a cell classification of 345464C; and ASTM D-1248 pipe grade resin type III, Class C, Category 5, grade P34 polyethylene compound. The pipe shall exhibit the short term tensile and compressive physical properties listed herein. The pipe shall provide the long term endurance characteristics recognized by: the compressed pipe ring environmental stress crack resistance greater than 1000 hrs; the slow crack growth resistance greater than 32 days; and the impact strength (toughness) greater than 42 in-lb/in notch.
3. Fittings:
- The standard HDPE fittings shall be standard commercial products manufactured by injection molding or by extrusion and machining, or, shall be fabricated from AWWA C901/906 pipe conforming to this specification. All fittings shall be manufactured by the manufacturer of the pipe on each project. The fittings shall be manufactured from the same approved resin type, grade, and cell classification as the pipe itself. The fittings shall be fully pressure rated by the manufacturer to provide a working pressure equal to the pipe for 50 years service at 73.4° F with an included 2:1 safety factor. The manufacture of the fittings shall be in accordance with good commercial practice to provide fittings homogeneous throughout and free from cracks, holes, foreign inclusions, voids, or other injurious defects. The fitting shall be as uniform as commercially practicable in color, opacity, density and other physical properties. The minimum "quick-burst" strength of the fittings shall not be less than that of the pipe with which the fitting is to be used. All fittings shall be pressure tested by the pipe/fitting manufacturer to the specification and requirements of AWWA C901/906. Standard fittings are tees, ells, flange adapters, reducers, transition fittings, branch and service saddles, and hot-tap tees.
- C. Joining
1. Sections of polyethylene pipe should be joined into continuous lengths on the job site above ground. The joining method shall be heat fusion method and shall be performed in strict accordance with the pipe manufacture's recommendations. The

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heat fusion equipment used in the joining procedures should be capable of meeting all conditions recommended by the pipe manufacturer, including, but not limited to, temperature requirements of 400° F, alignment, and 75 psi interfacial fusion pressure.

2. Heat fusion joining shall be 100% efficient offering a joint weld strength equal to or greater than the tensile strength of the pipe. Socket fusion shall not be used. Extrusion welding or hot gas welding of HDPE shall not be used for pressure pipe applications nor in fabrications where shear or structural strength is important. Flanges, unions, grooved-couplers, transition fittings and some mechanical couplers may be used to mechanically connect HDPE pipe without butt fusion. Refer to the manufacturer's recommendations.

### **2.03 Marking Requirements**

- A. Intervals: 5 feet maximum.
- B. Product Marking:
  3. Pipe nominal size.
  4. Pipe schedule or DR designation.
  5. Specification Designation: AWWA C 901/C 906.
  6. Material classification.
  7. Manufacturer's name or trade name and code.

## **PART 3 – EXECUTION**

### **3.01 Installation**

- A. General: Per Specification Section 15052.
- B. Laying Pipe:
  1. Segments of pipe having cuts or gouges in excess of 10% of the wall thickness of the pipe shall be cut out and removed. The undamaged portion of pipe can be rejoined using the butt fusion joining method.
- C. Jointing Pipe:
  1. Sections of polyethylene pipe should be joined into continuous lengths on the job site above ground. The joining method shall be the butt fusion method and shall be performed in strict accordance with the pipe manufacturer's recommendations. The butt fusion equipment used in the joining procedure shall be capable of meeting all conditions recommended by the pipe manufacturer, including, but not limited to, fusion temperature, alignment and fusion pressure.

**** END OF SECTION ****

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## SECTION 16010

### GENERAL REQUIREMENTS

#### PART 1 - GENERAL

##### 1.01 Governing Clause

The phrase "CONTRACTOR shall furnish and install" unless specified or indicated otherwise, shall be omitted for the sake of brevity in these specifications. However, these phrases are implied. Any mention of material and/or operations in the specifications or drawings will require CONTRACTOR to furnish and install such materials and perform each and every operation required for a complete and operable system and to the complete satisfaction of the ENGINEER. The drawings are diagrammatic and may not necessarily show each and every wire, conduit, conduit routing, junction electrical box and/or final connection required for all pieces of equipment. However, the intent of this paragraph is to require that the CONTRACTOR furnish labor and materials to make all required final electrical power connections whether or not shown to all equipment shown on the drawings issued as bidding documents for this project.

##### 1.02 General Conditions

- A. General Conditions, Supplementary General Conditions, Information to Bidders, General Requirements, Special Conditions, Addenda, Wage Rates, and other pertinent documents issued under these specifications and shall be complied with in every respect as though fully written herein.
- B. Notwithstanding any reference in the specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number, such reference shall be interpreted as establishing a standard of quality and performance and shall not be construed as limiting competition; and in such cases, may at his option use any article, device, product, material, fixture, form or type of construction which in the final judgment of the ENGINEER expressed in writing, is an approved equal to that specified.

##### 1.03 Record Drawings and Operating and Maintenance Manuals

Furnish to the ENGINEER at job acceptance and completion, the following in compliance with Section 01720:

- A. Record Drawings: One set of blue line prints marked in black, showing an accurate location of all variations of the work actually installed related to the original drawings. The drawings shall include all approved and installed Change Orders, field condition changes, and other variations from the original plans and specifications.
- B. Operation and Maintenance Manuals: Furnish three copies of an operation and maintenance manual for each electrical system and for each piece of equipment. Three copies of the complete manuals bound in a 3" - 3 ring black binder with color coded tabs as directed by the ENGINEER labeling all shop drawings, approved manufacturers brochures, control diagrams, maintenance instructions and other data required by the contract documents



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reflecting the record fabrication and installation of all systems or equipment installed. One manual shall be furnished prior to the time that the system or equipment tests are performed. The remaining two manuals shall be furnished to the ENGINEER before the contract is closed-out.

- C. The following identification shall be inscribed in minimum 3/4" high alphabet type letters on the outside front corner: The words "OPERATING AND MAINTENANCE MANUAL", the name and location of the project and the contract number. The manual shall include the names, addresses, and telephone number of each subcontractor installing equipment and systems, and the local manufacturer's representative for each item of equipment and each system. This information shall be contained on the first page of the binder. Lettering shall be permanent signage and not stick-on type.
- D. The manual shall have a typewritten table of contents with the tab sheets placed before instructions covering the subject. The instruction sheets shall be legible with large sheets of drawings folded in. The manual shall include a system layout showing circuits, devices, and controls; control diagrams with explanation of operation and control of each component; start-up control sequence, and operation; a detailed description of the function of each principal component of the system; the procedure for starting; the procedure for operating; shut-down instructions; installation instructions, maintenance and overhaul instructions; lubrication schedule including type, grade, illustrations; test procedures; performance data; and parts list. The parts list for equipment shall indicate the sources of supply, recommended spare parts, and the service organization which is reasonably convenient to the site. The manual shall be complete in all respects for all equipment, controls, and accessories provided.

#### **1.04 Tests and Inspections**

The complete job shall be, during actual construction, and for the warranty provision period, subject to the understanding of the ENGINEER and may have the following tests and inspections conducted without any additional cost to the contract.

- A. By ENGINEER'S inspections and tests conducted by him or for him in his presence. Upon written notice, CONTRACTOR shall furnish not to exceed two men, one to include the job foreman and tools to assist and be directed by the ENGINEER for a reasonable amount of time to make such tests and inspections as are requested by the ENGINEER pertaining to the safety and operation of any device or system installed.
- B. By complete insulation break-down tests with a megger of each and every branch circuit, and service entrance. All 600 volt conductors shall meet a minimum of resistance of 1,000,000 OHMS. Tests shall be performed prior to any connections to overcurrent devices, devices or equipment. All readings shall be made in the ENGINEER'S presence or his authorized representative and a type-written report of same submitted to him before the job is subject to his approval. The manufacturer, cat. no. and type or megger shall be noted on the report.
- C. By any federal, state or local authority having jurisdiction of the project.

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- D. By the Mississippi State Rating Bureau. After inspection by this agency, corrections of any deficiencies shall be made which were found adversely affecting the insurance to be carried by the OWNER. Acceptance of the Rating Bureau's report or subsequent reports lie with the ENGINEER or OWNER. Electrical contractor/subcontractor shall pay all cost for this work.
  - E. Properly phase out the entire electrical system to balance all loads as close as possible.
  - F. Certified Test Reports: Before any equipment or materials are delivered to the project site, certified copies of all test reports specified in the individual sections of this specification shall be submitted to the ENGINEER for his approval.

#### **1.05 Guarantee**

- A. Guarantee to the OWNER all work performed and all equipment installed under this contract shall be free from defects in workmanship and materials for a period of one year unless noted otherwise from date of final written acceptance by the ENGINEER and the OWNER.
- B. Defects shall be corrected arising during this one year period at the CONTRACTOR'S own expense, upon written notice of the OWNER or his authorized representative.

#### **1.06 General Information**

- A. Plans are diagrammatic. Judgment and care shall be exercised to install all electrical work in a practical manner which shall function properly and fit the construction and finishes. Electrical devices not shown or specified which shall be required or any device or system to produce a complete and operative system shall be brought to the ENGINEER'S attention at least five days prior to the bid date in order for such devices to be noted or clarified in an addendum, otherwise furnished at CONTRACTOR'S expense.
- B. Cooperate with others in laying out work so that the electrical phase of the work will properly fit the construction and finishes. Space requirements, etc. other than that shown on the plans required to facilitate the electrical construction, shall be brought to the ENGINEER'S attention prior to commencing any work so that proper action may be taken to remedy this.
- C. Exact location of equipment shall be determined on the job and coordinated with the Owner.  
**Do not scale electrical drawings for exact location of any equipment.**
- D. ENGINEER reserves the right to change the location of any equipment improperly installed and to change the exact location of any equipment connection location up to twenty feet prior to rough-in with no additional cost to the contract.
- E. Circuit grouping, conduit or cable runs are indicated diagrammatically with number of conductors shown in each raceway to clarify the operation and function of various systems. Provide the proper number of conductors and conduits or cables to produce an operative system as specified herein. Where conductors are not shown, consult manufacturer's recommendations.

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- F. Branch circuit shall be indicated as 2 or 3 wire circuits unless otherwise noted. No two ungrounded conductors will be connected to the same ungrounded main in any panel. There shall be no splicing of branch circuit conductors in any panel, safety switch or non-automatic circuit breaker in separate enclosures.
  - G. All materials shall be new (unless otherwise noted on the drawings or specified herein) and of approved equal or superior quality to those specified. All equipment or materials shall conform to the latest requirements of Underwriter's Laboratories, National Electrical Code, National, State or local agency having jurisdiction, American National Standards Institute (ANSI), National Electrical Safety Code and National Fire Protection (NFPA) Codes.
  - H. All conductors shall be color coded as specified herein. All conductors not complying with the specified color code shall be removed and replaced solely at the electrical subcontractor's expense.
  - I. All materials, devices, equipment, etc. shall be installed, tested and connected in strict compliance with manufacturer's recommendations.
  - J. Install all materials, equipment, devices, etc. in a neat and workmanlike manner. Use only experienced labor or employ appropriate subcontractor to do all cutting and patching necessary for the installation of his materials.
  - K. Protect from damage all apparatus and equipment furnished on this project. Equipment and materials shall be properly stored and adequately protected and carefully handled to prevent damage before and during installation. Equipment and materials shall be handled, stored and protected in accordance with the manufacturer's recommendations and as approved by the ENGINEER. Electrical conduit shall be stored to provide protection from the weather and accidental damage. Plastic conduit shall be stored on even supports and in locations not subject to direct sun rays or excessive heat. Cables shall be sealed, stored and handled carefully to avoid damage to the outer covering or insulation and damage from moisture and weather. Any piece of equipment or material marred or damaged shall be repaired, repainted and/or replaced to the complete satisfaction of the ENGINEER.
  - L. Any piece of equipment, switch, device, etc. shown mounted on and/or adjacent to any installed equipment which, if installed, may impair the proper operation of that equipment, shall be removed by the electrical contractor/subcontractor as required in order that installed equipment shall function properly. ENGINEER shall be notified immediately if any such condition exists.

#### **1.07 Removal of Salvage Material and Debris**

It shall be the responsibility of the CONTRACTOR to have all trash, salvage material, etc. related to the electrical work completely removed from the project site at all times during construction.

#### **1.08 Trenching and Backfilling**

- A. All trenching shall be done by mechanical means and all sides straight and vertical. Width of trenches shall not exceed eight inches on either side of placed equipment.

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- B. All backfill material and compaction shall meet requirements of Section 02200.
  - C. Where required by safety or recommended standards and where any excavated trench or hole is more than five feet deep, install shoring on all sides to protect against sides caving in. Shoring method and material shall be the CONTRACTOR'S responsibility.

#### **1.09 Cutting, Patching, Finishing and Painting**

- A. The CONTRACTOR shall be responsible for all cutting required to install his work. All existing walls shall be carefully trenched, cut, etc. to depths required to completely recess conduit and boxes. Where masonry walls are encountered, blocks and/or brick shall be carefully saw cut to exact box dimensions and conduit shall be routed in cavities, air spaces, etc.
- B. It shall be the responsibility of the CONTRACTOR to have all patching, finishing, painting, etc. done by qualified personnel related to his work.
- C. It shall be the responsibility of the CONTRACTOR to have all exposed conduit, piping and wireways painted where exposed in any space or location.

#### **1.10 Corrosion Protection**

It is the intent of these specifications to have all joints, connections, etc. exposed to climatic conditions to be completely watertight using the following:

- A. Nylon gland rings on all Liquid-tite conduit connectors.
- B. Nylon gland rings on all locknuts installed in boxes subject to moisture.
- C. Insulated throat connectors on all compression connectors.
- D. Corrosion inhibitors shall be placed in all environmental, control panels, exposed to damp or wet locations. Inhibitors shall be an approved equal to "Hoffman" A-HCI-1, A-HCI-5 and A-CI-40 and shall be sized in accordance with volume content of the device to be protected.
- E. Where equipment is exposed to severe conditions such as salts, acids, alkalies, sewer gases, etc., all equipment shall be sprayed inside and out with two coats of General Electrical "Glyptal No. 1201-A" or an approved equal.

#### **1.11 Project Site Inspection**

It shall be the responsibility of the CONTRACTOR to visit the proposed sites and make his own observation of the work to be done under the plans and specifications and same shall be contained in his bid proposal. Failure to do so will not relieve him of any responsibility and will not be justification for requesting additional money from the OWNER.

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### **1.12 Coordination of Existing Utilities**

It shall be the responsibility of the CONTRACTOR to coordinate all existing utilities location both overhead and underground and verify their locations with the various utilities prior to commencing any work. CONTRACTOR shall contact Mississippi One Call System and obtain a utility location request number and refer to this number each time a utility company is notified of digging or trenching near their utilities. Failure to do this shall not relieve him of any responsibility and will not be justification for requesting additional money from the OWNER due to damage of any of these utility lines.

### **1.13 Construction Tools, Utilities and Buildings**

The CONTRACTOR shall furnish all tools, utilities, job office and storage buildings required for his use and to protect all electrical equipment as directed by the ENGINEER.

### **1.14 Manufacturer's Recommendations**

Where installation procedures are specified to be in accordance with the recommendations of the manufacturer of the material or equipment being installed, printed copies of these recommendations shall be furnished to the ENGINEER by the CONTRACTOR prior to installation. Installation of the item will not be allowed to proceed until the recommendations are received. Failure to furnish these recommendations can be cause for rejection of the material.

### **1.15 Submittals**

Specific items requiring submittals shall be as specified herein. Shop drawings shall be submitted and approved before procurement, fabrication or delivery of such items to the project site. Partial submittals are not acceptable; such submittals will be returned without review.

- A. Manufacturer's Data: Submittals for each manufactured item shall be manufacturer's descriptive literature, equipment drawings, diagrams, performance and characteristic curves and catalog cuts. Each submittal shall include the manufacturer's name, trade name, catalog model or number, nameplate data, size, layout dimensions, capacity, specification reference, applicable federal, military and industry specification references and all other information necessary to establish contract compliance.
- B. Shop drawings shall show types, sizes, accessories, elevations, plans, sectional view, installation details, elementary diagrams and wiring diagrams. Wiring diagrams shall identify circuit terminals and shall indicate the internal wiring for each item of equipment and the interconnection between the items. Drawings shall also indicate adequate clearance for operation, maintenance and replacement of operating equipment devices. If any equipment is disapproved, the drawings shall be revised to show acceptable equipment and be resubmitted.
- C. Standards Compliance: When materials or equipment must conform to the standards of organizations such as the American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), National Electrical Manufacturer's Association (NEMA)

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and Underwriters' Laboratories (UL), proof of such conformance shall be submitted to the ENGINEER for approval. If any organization uses a label or listing to indicate compliance with a particular standard, the label or listing will be acceptable evidence, unless otherwise specified in the individual sections. In lieu of the label or listing, the CONTRACTOR shall submit a certificate from an independent testing organization, which is competent to perform acceptable tests and is approved by the ENGINEER. The certificate shall state that the item has been tested in accordance with the specified organization's test methods and that the item conforms to the specified organization's standard. For materials and equipment whose compliance with organizational standards or specifications is not regulated by an organization using its own listing or label as proof of compliance, a certificate of compliance from the manufacturer shall be submitted for approval. The certificate shall identify the manufacturer, the product and the referenced standard and shall simply state that the manufacturer certifies that the product conforms to all requirements of the project specification and of the referenced standards listed.

## **PART 2 - PRODUCTS**

### **2.01 Materials and Equipment**

All materials, equipment and devices shall, as a minimum standard, meet the requirements of UL where UL standards are established for those items and the requirements of NFPA 70. All items shall be new unless specified or indicated otherwise.

### **2.02 Nameplates**

Fed. Spec. L-P-387. Provide laminated plastic nameplates for each panel, motor control center, transformer, relay, contactor, starter, safety switch and device. Each nameplate inscription shall identify the equipment and serving panel, and when applicable, the location. Nameplates shall be melamine plastic, 0.125-inch thick, white with black center core. Surface shall be matte finish. Corners shall be square. Accurately align lettering and engrave into the black core. Minimum size of nameplates shall be as follows:

- A. Style No. 1: 1.0 inch by 2.5 inches for panelboard and terminal cabinet enclosures.
- B. Style No. 2: 0.5 inch by 1.5 inches for safety switches, enclosed individually mounted circuit breakers, small junction/terminal boxes, etc.

### **2.03 Warning Signs**

ANSI Z35.1. Provide warning signs for the power panel enclosures. Provide signs with the legend "DANGER HIGH VOLTAGE KEEP OUT" printed in three lines of nominal 3-inch high letters.

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## **PART 3 - EXECUTION**

### **3.01 Nameplate Mounting**

Provide number, location and letter designation of nameplates. Fasten nameplates to the device or enclosure with a minimum of two oval head stainless steel screws.

### **3.02 Painting of Equipment**

- A. Factory Applied: Electrical equipment shall have factory-applied painting systems which shall, as a minimum, meet the requirements of NEMA ICS 6 corrosion-resistance test.
- B. Field Applied: Paint electrical equipment as required to match finish or to meet safety criteria. Painting shall be a minimum of three coats consisting of primer and two finish coats. Touch-up paint of all equipment shall be required where equipment has become damaged as a result of handling, rusting, etc. Paint shall be applied in even three coats, consisting of prime coat and two finish coats. See plans for special PVC applications.

**END OF SECTION**

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## SECTION 16020

### CODES AND STANDARDS

#### PART 1 - GENERAL

##### 1.01 Description

The following codes and standards shall be complied with as though fully written herein in these specifications and shall be applicable to CONTRACTOR, supplier and manufacturer. Dates and amendments shall be the latest edition thereof in force at time of project bid date. Bidders shall be responsible for obtaining their own copies of these codes and standards and pay all cost thereof. Bidders may request addresses of codes and standards issuing agency from ENGINEER in writing in sufficient time to obtain required copies from issuing standards institute.

- A. National Fire Protection Association (NFPA)
  - NFPA 70 National Electrical Code (N.E.C.)
  - NFPA 78 Lightning Protection Code
  - NFPA 77 Recommended Practice on Static Electricity
- B. American National Standards Institute (ANSI)
  - ANSI B16.11 Forged Steel Fittings, Socket Welding and Threaded
  - ANSI C57.12.01 General Requirements for Dry-Type Distribution and Power Transformers
  - ANSI C57.12.91 Test Code for Dry-Type Distribution and Power Transformers
  - ANSI Z35.1 Accident Prevention Signs
  - C80.1 Specification for Rigid Steel Conduit, Zinc-Coated
- C. Occupational Safety and Health Act (OSHA) Requirements
- D. Underwriters Laboratories (UL)
  - UL 6 Rigid Metallic Conduit
  - UL 50 Cabinets and Boxes
  - UL 360 Liquid-Tite Flexible Steel Conduit
  - UL 467 Grounding and Bonding Equipment
  - UL 486A Wire Connectors and Soldering Lugs for Use with Copper Conductors
  - UL 468C Splicing Wire Connectors
  - UL 489 Molded Case Circuit Breakers
  - UL 508 Enclosures
  - UL 510 Insulating Tape
  - UL 514A Outlet Boxes and Fittings
  - UL 651 Schedule 40 and 80 Rigid PVC Conduit
  - UL 854 Service-Entrance Cables
  - UL 869 Service Equipment
  - UL 943 Ground-Fault Circuit Interrupters
  - UL 1059 Terminal Blocks
  - UL 1449 Transient Voltage Surge Suppressors



- 
- |         |                                                                    |
|---------|--------------------------------------------------------------------|
| UL 1561 | Dry-Type General Purpose and Power Transformers                    |
| UL 1581 | Reference Standard for Electrical Wires, Cables and Flexible Cords |
- E. National Electrical Manufacturer's Association (NEMA)
- |      |                                                                                            |
|------|--------------------------------------------------------------------------------------------|
| WC3  | Rubber-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy |
| TC3  | PVC Fittings for Use with Rigid PVC Conduit and Tubing                                     |
| RN1  | PVC Externally Coated Rigid Galvanized Steel Conduit and Electrical Metallic Tubing        |
| ICS1 | General Standards for Industrial Control and Systems                                       |
| ICS2 | Standards for Industrial Control Devices, Controllers and Assemblies                       |
| ICS6 | Terminal Blocks for Industrial Control Equipment and Systems                               |
| TC2  | Electrical Plastic Tubing (EPT) and Conduit EPC-40 and EPC-80                              |
| TR1  | Transformers, Regulators and Reactors                                                      |
| WD1  | General Purpose Wiring Devices                                                             |
| LA1  | Surge Arrestors                                                                            |
- F. Institute of Electrical and Electronic Engineers (IEEE): Standard Dictionary of Electrical and Electronics Terms
- G. American Society for Testing and Materials (ASTM)
- |      |                                                                                       |
|------|---------------------------------------------------------------------------------------|
| A53  | Pipe, Steel, Black and Hot-Dipped Zinc-Coated                                         |
| A123 | Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products                         |
| A153 | Zinc Coating (Hot-Dip) on Iron and Steel Hardware                                     |
| B8   | Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard or Soft                  |
| A525 | General Requirements for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process |
| A780 | Repair of Damaged Hot-Dip Galvanized Coatings                                         |

## **PART 2 - PRODUCT (NOT USED)**

## **PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**

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## SECTION 16030

### ELECTRICAL SYSTEMS SCHEDULE

#### PART 1 - GENERAL

##### 1.01 Description

- A. CONTRACTOR to furnish all materials and labor and perform all operations, including, but not limited to, coordination with general construction shop and field drawings, manufacturer's recommendations and installation instructions, to produce a complete and operative system.  
It is specifically noted that the plans are diagrammatic and the specifications are descriptive and do not show every piece of equipment, conduit, wiring boxes, etc.; however, where any mention of a system or system operation is indicated in the contract documents, CONTRACTOR shall provide material and labor for that system to be fully operational to the satisfaction of the ENGINEER and OWNER.
- B. The following operative systems shall be applicable to this project.
1. Secondary underground 240/120 volt, single-phase service and distribution system, complete with conduit, conductors, termination lugs, trenching and backfill and testing.
  2. Grounding protection system complete with wiring, connectors, ground rods, exothermic connections, compression connectors and certification from supplier.
  3. Miscellaneous systems complete as shown on the drawings and as stated herein.
  4. Building Power System (600 volt and below) complete with final electrical connections to all panels, electrical equipment and components.

#### PART 2 - PRODUCTS (NOT USED)

#### PART 3 - EXECUTION (NOT USED)

**END OF SECTION**

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## SECTION 16040

### BASIC MATERIALS AND METHODS

#### PART 1 - GENERAL

##### 1.01 Description

- A. Equipment and materials specified by manufacturer's name and catalog number or an approved equal by the ENGINEER unless otherwise specifically stated herein.
- B. CONTRACTOR shall submit to the ENGINEER in triplicate, typewritten copies of all electrical materials and equipment proposed for use on the project within ten (10) days after award of contract. If this list is not received prior to fifteen (15) days after award of contract, CONTRACTOR is required to furnish specified items by manufacturer and catalog number.
- C. Verbal or written requests by sales agents, manufacturer's agents, CONTRACTOR'S or subcontractors for substitutions of specified equipment by manufacturer and catalog number prior to opening of bids will not be considered or approved. In no case will prior approval be given verbally or in writing of any equipment whether specified by manufacturer and catalog or not prior to opening of bids.
- D. CONTRACTOR shall not place any orders or release shipment of any piece of equipment or materials until all formal submittals have been approved by ENGINEER including any supplemental submittal requirements requested by the ENGINEER.
- E. Samples of any equipment or materials may be required at the ENGINEER's request. This shall apply to specified items and substituted items. Samples shall be made available to the ENGINEER at his designated location. Special equipment such as motor control centers, generators, automatic transfer switch, radio equipment, fire alarm or intrusion alarm systems would be required to be set up and inspections made available at the manufacturer's plant locations. All expenses for travel, per diem, etc. will be paid for by the CONTRACTOR. This expense may include an OWNER'S representative.
- F. The ENGINEER's opinion shall be final and binding on the approved equal status for equality of any substituted item from that listed by manufacturer and/or manufacturer catalog number.
- G. Submittals for approval by ENGINEER shall include shop drawings, manufacturer's brochures and data sheets, samples where required such as paint, waterproofing, marking tape, wiring and cable; test reports, testing procedures, finishes, etc. Refer to Section 01340.
- H. Submittals shall be required, but not limited to, the following:
  - 1. Wire and cable.
  - 2. Conduit and fittings.
  - 3. Boxes, covers and plates.
  - 4. Branch circuit compression connectors.

- 
5. Marking and identification devices.
  6. Grounding system.
  7. Paint.
  8. Miscellaneous as shown on drawings.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**

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**SECTION 16111**  
**CONDUIT AND FITTINGS**

**PART 1 - GENERAL**

**1.01 Description**

- A. Metal conduit.
- B. Flexible metal conduit.
- C. Liquid-Tite flexible metal conduit.
- D. Non-metal conduit.
- E. Fittings and conduit bodies.

**1.02 References**

- A. ANSI C80.1 — Rigid Steel Conduit, Zinc Coated
- B. ANSI/NEMA PB 1 - Fittings, Cast Metal Boxes and Conduit Bodies for Conduit and Cable Assemblies.
- C. ANSI/NFPA 70 - National Electrical Code.
- D. NECA "Standard of Installation".
- E. NEMA RN 1 - Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit.
- F. NEMA TC 2 - Electrical Plastic Tubing (EPT) and Conduit (EPC-40 and EPC-80).
- G. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing.

**1.03 Design Requirements**

Conduit Size: ANSI/NFPA 70 (unless noted otherwise on the drawings and contained herein).

**1.04 Submittals**

- A. Submit under provisions of Section 16010 and Section 01340, Shop Drawings, Project Data and Samples.
- B. Product Data: Provide for metallic conduit, Liquid-tite flexible metal conduit, non-metallic conduit, conduit bodies and fittings.

---

### **1.05 Project Record Documents**

- A. Submit under provisions of Section 16010.
- B. Accurately record actual routing of all underground conduits and mark on record drawings.

### **1.06 Field Samples**

- A. Provide under provisions of Section 16040.
- B. Provide field sample of PVC coated steel conduit, one each at two feet long.
- C. Provide field sample of connectors and fittings.

### **1.07 Delivery, Storage and Handling**

- A. Deliver, store, protect and handle products to site.
- B. Accept conduit on site. CONTRACTOR shall, prior to acceptance, inspect for damage.
- C. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
- D. Protect PVC conduit from sunlight.

### **1.08 Project Conditions**

- A. Verify all field measurements as required or shown on drawings.
- B. Verify routing and termination locations of conduit prior to rough-in.
- C. Conduit routing is shown on drawings in approximate locations unless dimensioned. Route as required parallel and perpendicular to structures.

## **PART 2 - PRODUCTS**

### **2.01 Conduit Requirements**

- A. All wiring shall be installed in conduit, including power, low voltage, sensor control, and instrumentation.
- B. Minimum size conduit shall be as follows:
  - 1. 3/4-inch for power and branch circuit wiring, unless noted otherwise on the drawings.
  - 2. 1-inch for low voltage, sensor control and instrumentation, unless noted otherwise on the drawings.
- C. Conduit shall be installed in accordance with the following schedule:

- 
1. Outside secondary service and feeder conduit risers above grade: Galvanized thick wall rigid steel (GRC).
  2. Conduit in earth (no encasement): Galvanized thick wall rigid steel (GRC) or Schedule 40 PVC as noted. Metallic conduit shall be coated with three (3) coats of polyvinyl polyethylene or hot asphalt application.

## **2.02 Fittings**

- A. Where conduits, 1/2-inch through 1-inch conduits, enter junction boxes, pullboxes, panels, cabinets, gutters, etc. use insulated throat connectors, Raco Cat. #1003 and 1004, Locknuts #1133 and 1134, insulated throat bushing and #1222, 1223, and 1224, insulated throat ground bushings for rigid conduit, Raco Cat. #2912, 2913, 2914, for EMT. Raco Cat. #3302, 3303, 3304 for flexible metal conduit. Raco Cat. 3512, 3513 and 3514 for Liquid-Tite connectors. Conduits 1-1/4-inch and above entering junction boxes, pullboxes, panels, cabinets, gutters, etc. shall have insulated throat grounding bushings equal to Raco Cat. #1225, 1226, 1228, 1230, 1232, 1234 and 1236.
- B. Only threaded joint connectors and malleable iron no thread compression box connectors shall be used on rigid conduit. No fittings requiring set screws or indentor type applications, including BM connectors, will be allowed.

## **2.03 Conduit Straps and Hangers**

Two (2) hole push-on stamped straps Raco Cat. #2232, 2233, 2234, 2235, 2236 and 2238 for rigid conduit. These anchors shall be used on surface areas such as concrete, masonry, wide flange beams, columns and wood. All screws shall be stainless steel.

## **2.04 Expansion and Seal Off Fittings**

Install seal-off fittings where required by code or shown on the drawings for the job. Fittings shall be Crouse-Hinds Type EYS for vertical runs, Type EZS for horizontal and vertical runs, or Type EYS elbow seals, or approved equal in Killark or Appleton. All seals shall be properly installed using a non-hardening sealing compound and shall be sealed as soon as cable is installed.

## **2.05 Rigid Metal Conduit**

- A. Manufacturers:
  1. Allied
  2. Wheatland
  3. Republic
  4. Approved equal.
- B. Rigid Galvanized Steel Conduit (GRC): ANSI C801. UL 6.

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## **2.06 Liquid-Tight Flexible Metal Conduit**

- A. Manufacturers:
  - 1. Alflec
  - 2. Anamet
  - 3. AFC
  - 4. Approved equal.
- B. Description: Interlocked aluminum construction with PVC jacket.
- C. Fittings: ANSI/NEMA FB1.

## **2.07 Non-Metallic Conduit**

- A. Manufacturers:
  - 1. Carlon
  - 2. Approved equal
- B. Description: NEMA TC2; Schedule 40 PVC.
- C. Fittings and Conduit Bodies: NEMA TC3.

## **PART 3 - EXECUTION**

### **3.01 Installation**

- A. Install conduit in accordance with NECA "Standard of Installation".
- B. Install non-metallic conduit in accordance with manufacturer's instructions.
- C. Arrange supports to prevent misalignment during wiring installation.
- D. Support conduit using coated steel straps with stainless steel screws.
- E. Fasten conduit supports to structures and surfaces under provisions of this section.
- F. Do not support conduit with wire or perforated pipe straps in any type structure. Remove wire used for temporary supports.
- G. Route all conduit, whether exposed or concealed, parallel and perpendicular to structures, etc.
- H. Route conduit in and under slab from point-to-point.
- I. Maintain 12-inch (300 mm) clearance between conduit and surfaces with temperatures exceeding 104°F (40°C).



- 
- J. Bring conduit to shoulder of fittings, fasten securely.
  - K. Join non-metallic conduit using cement as recommended by manufacturer. Wipe non-metallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for 20 minutes, minimum.
  - L. Use conduit hubs for sealing locknuts to fasten conduit to cast boxes. All conduit entering top or sides of all junction boxes, pullboxes, wiring gutters, etc., exposed to weather shall have myers hub connectors.
  - M. Install no more than equivalent of four 90-degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use factory elbows for bends in metal conduit larger than 2-inch (50 mm) size. Radio telemetry system conduit bends shall not exceed two (2) 90-degree turns. All bends shall be long radius. All field bends on conduit shall be made in accordance with tables in Article 346, NFPA 70.
  - N. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.
  - O. Provide suitable fittings to accommodate expansion and deflection where conduit crosses control and expansion joints.
  - P. Provide suitable nylon pull string or No. 14 AWG steel wire in each conduit except sleeves and nipples.
  - Q. Use suitable caps to protect installed conduit against entrance of dirt and moisture.
  - R. Ground and bond conduit under provision of Section 16170.
  - S. Identify conduit under provisions of Section 16195.
  - T. All conduit male threads shall be coated with "General Electric" RTV silicone sealer where conduit is installed outdoors, in contact with concrete or earth.
  - U. All conduits shall be sized as noted on the drawings and contained herein. Where size not shown, consult ENGINEER.
  - V. All upturned conduits shall be capped during construction rough-in to prevent moisture or debris from entering. Pull through each and every conduit a dry swab of sufficient size to remove any and all moisture. Seal all conduit terminations with GE Silicone or duct puddy prior to final acceptance of the project.
  - W. Maximum length of flexible liquid-tite conduit shall not exceed 5 feet.
  - X. Assure ground continuity on all branch circuitry conduits with two locknuts, one inside and one outside of all boxes, cabinets and gutters for rigid conduit.

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### **3.02 Conduit Supports**

Support conduits as follows:

- A. Galvanized rigid thick wall conduit (GRC), within three feet of all outlet boxes, junction boxes, cabinets, gutters or fittings. Horizontally anchored at 10'-0" maximum intervals. Other spacings are noted on the plans.
- B. Liquid-tite flexible conduit (Sealtite), within 12 inches of all outlet boxes, junction boxes, cabinets, gutters or fittings and bends or turns. Horizontally anchored at 2-foot intervals. Minimum size permitted is 3/4-inch.

**END OF SECTION**

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**SECTION 16120**  
**WIRE AND CABLE**

**PART 1 - GENERAL**

**1.01 Description**

- A. Building wire.
- B. Cable including instrumentation, control, etc.
- C. Wiring connections and terminations.

**1.02 References**

- A. NEMA WC 3 - Rubber-insulated wire and cable for the transmission and distribution of electrical energy.
- B. NEMA WC 5 - Thermoplastic-insulated wire and cable for the transmission and distribution of electrical energy.

**1.03 Submittals**

- A. Submit manufacturer's product data under the provisions of Section 26 00 40.
- B. Submit manufacturer's instructions.

**PART 2 - PRODUCTS**

**2.01 Conductors**

- A. Thermoplastic-Insulated Building Wire: NEMA WC 5.
- B. Rubber-Insulated Wire: NEMA WC 3.
- C. Feeders and Branch Circuits: Copper, stranded conductor, 600-volt insulation, THWN.
- D. Service Entrance Cable: Copper, stranded conductor, 600-volt insulation, THWN.
- E. Control Circuits: Copper, stranded conductor, 600-volt insulation, THWN.
- F. Electronic Sensor Cable: Per manufacturer's recommendations.

**PART 3 - EXECUTION**

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### 3.01 General Wiring Methods

- A. Use no wire smaller than #12 AWG for power circuits and no smaller than #14 AWG for control wiring.
- B. Place an equal number of conductors for each phase of a circuit in same raceway or cable.
- C. Splice only in junction or outlet boxes.
- D. Neatly train and lace wiring inside boxes, equipment and panelboards.
- E. Wiring Installation in Raceways
- F. Pull all conductors into a raceway at the same time. Use UL listed wire pulling lubricate for pulling #4 AWG and larger wires.
- G. Completely and thoroughly swab raceway system before installing conductors.
- H. Cable Installation
- I. Provide protection for exposed cables where subject to damage.
- J. Wiring Connections and Terminations.
- K. Splice only in accessible junction boxes.
- L. Thoroughly clean wires before installing lugs and connectors.
- M. Make splices, taps and terminations to carry full ampacity of conductors without perceptible temperature rise.
- N. Terminate spare conductors with electrical tape and wire nut.
- O. Splices in all junction boxes shall be made by the compression method. Crimp connectors shall be "Buchanan" Cat. #2006S, #2008S or #2011S with #2007, #2014 or #3007B caps or approved equal.
- P. Field Quality Control
- Q. Field inspection and testing will be performed under provisions of Section 26 00 10.
- R. Inspect wire and cable for physical damage and proper connection.
- S. Torque test conductor connections and terminations to manufacturer's recommended values.
- T. Perform continuity test on all power and equipment branch circuit conductors. Verify proper phasing connections.

- 
- U. Wire and Cable Installation Schedule
- V. Exterior Locations: Conductors in raceways.
- W. Underground Locations: Conductors in raceways.
- X. Color Coding (Power System): The following conductor color coding shall be used:

480/277-Volt System

Phase A - Brown

Phase B - Orange

Phase C - Yellow

Neutral - Gray

Equipment Ground - Green

208Y/120-Volt System

Phase A - Black

Phase A - Switch Leg - Gray

Phase B - Red

Phase B - Switch Leg - Pink

Phase C - Blue

Phase C - Switch Leg - Purple

Travelers - Yellow

Neutral - White

Equipment Ground - Green

**END OF SECTION**

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**SECTION 16140**  
**WIRING DEVICES**

**PART 1 - GENERAL**

**1.01 Description**

Furnish and install wiring devices as shown or noted on plans, including all required mounting hardware, etc.

**PART 2 - PRODUCTS**

**2.01 Safety Switches**

- A. Type: Horsepower rated, heavy-duty, single throw, three pole with visible blade and safety handle. Fused and/or unfused as specified elsewhere and/or designated on the Drawings and/or as required by NEC. Sized as required by NEC and/or as shown on the Drawings.
- B. Each switch shall have indented plastic phenolic sign (minimum 1/8-inch lettering) identifying load served with voltage and horsepower attached to switch with stainless steel screws.
- C. Enclosure: Stainless Steel NEMA 1 for dry, indoor locations and Stainless Steel NEMA 4X for outdoor locations.
- D. Manufacturers:
  - 1. Square D Co.
  - 2. General Electric Co.
  - 3. Westinghouse.
  - 4. Or equal.

**2.02 Receptacle**

- A. Indoor Locations:
  - 1. Duplex grounding receptacle, two pole, three wire, 125 volt AC, 20 ampere, stainless steel cover plates. Products and Manufacturers:
    - a. Cat. #5362-CR, by Arrow-Hart Inc.
    - b. Cat. #53CM62, by Harvey Hubbell Inc.
    - c. Or equal.
  - 2. Single grounding receptacle, corrosion resistant, two pole, three wire, 125 volt AC, 20 ampere, stainless steel cover plates. Products and Manufacturers:
    - a. Cat. #5361-CR, by Arrow-Hart Inc.
    - b. Cat. #53CM61, by Harvey Hubbell Inc.
    - c. Or equal.

- 
- B. Ground Fault Receptacle Where Designated on the Drawings:
    - 1. Type: UL listed, 20 ampere, 125 volt AC, sensitivity of 5 mA, three wires, weatherproof cover plates.
    - 2. Manufacturer:
      - a. Hubbell, No. 6F-5362-GY with a 5221 cover plate.
      - b. Or equal.
  - C. Weatherproof Receptacle Where Designated on the Drawings: Type UL listed duplex grounding receptacle, corrosion resistant, two pole, three wire, 20 ampere, 125 volt AC, weatherproof cover plates.

## **2.03 Switches**

- A. Indoor Non-Hazardous Locations:
  - 1. Single pole AC toggle switch, quiet type, 120/277 volt AC, 20 ampere, Brown, specification grade with stainless steel cover, screws and grounding terminal. Products and Manufacturers:
    - a. Cat. #20AC1 by Pass & Seymour, Inc.
    - b. Cat. #CS 120 by Hubbell.
    - c. Or equal.
  - 2. Toggle switches of the three-way type shall be quiet type, 120/277 volt AC, 20 ampere, specification grade with stainless steel cover, screws and grounding terminal. Products and Manufacturers:
    - a. Cat. #20AC3 by Pass & Seymour, Inc.
    - b. Cat. #CS 320 by Hubbell.
    - c. Or equal.
  - 3. Toggle switches of the four-way type shall be of the same grade and manufacture as the single pole and three-way type.
  - 4. Toggle switches of the two-pole, single throw type shall be of the same grade and manufacturer as above.
  - 5. Dimming Switch:
    - a. Coordinated with fluorescent fixture ballasts specified.
    - b. Suitable for controlling light output from two of a four-lamp fluorescent fixture.
    - c. Include integral snap switch on dimming dialer.
    - d. Manufacturer:
      - (1) Thyrocon Controls.
      - (2) Hunt.
      - (3) Or equal.
- B. Horsepower-Rated Switches:
  - 1. Type: Toggle operated, horsepower rated with thermal overload protection.
  - 2. Enclosure: NEMA 1 for dry, indoor locations and NEMA 4 for outdoor and damp or wet indoor locations.

- 
3. Products and Manufacturers: Provide one of the following:
    - a. Type 609T by Allen-Bradley.
    - b. Class 2510 by Square D Co.
    - c. Or equal.

## **2.04 Fuses**

- A. Type: Dual-element, current-limiting, UL Class RK5, 600 volts, unless otherwise noted or specified.
- B. Interrupting Capacities (UL Listed): 200,000 RMS amperes.
- C. Coordination:
  1. Coordinated for installation in existing and new equipment.
  2. Properly coordinated for size, type and rating as required for equipment and circuits to be protected.
- D. Repair Parts: One replacement fuse for each and every fuse installed under this Contract.
- E. Manufacturers: Provide products from one of the following:
  1. Bussman Division, McGraw Edison Company.
  2. Gould Inc., Circuit Protection Division.
  3. Or equal.

## **PART 3 - EXECUTION**

### **3.01 Mounting**

- A. Safety switches shall be mounted on structural frame with minimum of four points of attachment using stainless or galvanized steel hardware.
- B. Install one spare set of fuses inside fused switch enclosure attached to side.
- C. In non-hazardous locations, install wiring devices in outlet or device boxes.
- D. Mount wall switches four feet, zero inches above finished floor unless otherwise noted.

**END OF SECTION**



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**SECTION 16170**  
**GROUNDING AND BONDING SYSTEMS**

**PART 1 - GENERAL**

**1.01 Description**

- A. Power system grounding.
- B. Communication and instrumentation system grounding.
- C. Electrical equipment and raceway grounding and bonding.

**1.02 System Description**

- A. Ground the electrical service system neutral at service entrance equipment to grounding electrode.
- B. Provide communications system grounding conductor at point of service entrance and connect to grounding electrode.
- C. Bond together system neutrals, service equipment enclosures, exposed non-current carrying metal parts of electrical equipment, metal raceway systems, grounding conductor in raceways and cables, receptacle ground and connectors.

**1.03 Submittals**

- A. Indicate location of system grounding electrode connections and routing of grounding electrode conductor.

**PART 2 - PRODUCTS**

**2.01 Materials**

- A. Ground Rods: Copper-encased steel, 3/4-inch diameter, minimum length 10 feet.
- B. Ground Electrode Conductor: Size as noted on drawings with THWN insulation.
- C. Exothermic welds shall be as scheduled on the drawings.

---

## **PART 3 - EXECUTION**

### **3.01 Installation**

- A. Provide a separate, insulated equipment grounding conductor in branch circuits. Terminate each end on a grounding lug, bus or bushing.
- B. Connect grounding electrode conductors to ground electrode by exothermic weld using cable to rod connection.
- C. Grounding Electrode: Use driven ground rod as shown on plans.
- D. Use minimum #6 AWG copper conductor for communications service grounding conductor. Leave six feet (3 m) slack conductor at terminal cabinet or backboard.
- E. Provide grounding and bonding at utility company's metering equipment.
- F. Bond all metal parts of equipment support structures, etc. to ground.
- G. Refer to drawings for schedule of exothermic connections.

### **3.02 Field Quality Control**

- A. Inspect grounding and bonding system conductors and connections for tightness and proper installation.
- B. Measure ground resistance from system neutral connection at service entrance to convenient ground reference point using suitable ground testing equipment. Resistance shall not exceed 5 ohms. Where resistance exceeds 5 ohms, additional ground rods shall be driven. Top of all rods shall be minimum of 2'-0" below finish grade elevation.

**END OF SECTION**

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**SECTION 16180**  
**EQUIPMENT WIRING SYSTEMS**

**PART 1 - GENERAL**

**1.01 Description**

- A. Make all final electrical connections to all equipment shown on drawings or required for a complete and operable system.
- B. All final electrical connections shall be made in strict compliance with NPFA-70 National Electrical Code Latest Edition.

**1.02 Related Sections**

- A. Section 16010, General Provisions.
- B. Section 16020, Codes and Standards.
- C. Section 16120, Wire and Cable.
- D. Section 16170, Grounding and Bonding Systems.
- E. Section 16111, Conduit and Fittings.

**1.03 Project Record Documents**

Submit documents in accordance with provisions of Section 01720.

**PART 2 - PRODUCTS**

Products are listed under related sections of the specifications.

**PART 3 - EXECUTION**

**3.01 Instructions**

- A. Shall be installed in conduit where and as shown on the drawings and in accordance with drawings and specifications.

- 
- B. Power connections shall be as follows:
1. Control Panel
  2. Set disconnect as shown on drawings and make all final connections.

**END OF SECTION**

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**SECTION 16195**  
**ELECTRICAL IDENTIFICATION**

**PART 1 - GENERAL**

**1.01 Description**

- A. Nameplates.
- B. Wire and cable markers.

**1.02 Related Work**

Section 16010, General Requirements.

**1.03 Submittals**

- A. Submit shop drawings under provisions of Sections 16010 and 01340.
- B. Include schedule for nameplates.

**PART 2 - PRODUCTS**

**2.01 Materials**

- A. Nameplates: Engraved three-layer laminated plastic, white letters on a black background.
- B. Wire and Cable Markers: Cloth markers, split sleeve or tubing type.

**PART 3 - EXECUTION**

**3.01 Installation**

- A. Degrease and clean surfaces to receive nameplates.
- B. Install nameplates parallel to equipment lines.
- C. Secure nameplates to equipment fronts and panels using stainless steel screws.

---

### **3.02 Wire Identification**

Provide wire markers on each conductor in enclosures and at load connection. Identify with branch circuit number for power circuits and with control wire number as indicated on equipment manufacturer's shop drawings for control wiring.

### **3.03 Nameplate Engraving Schedule**

Provide nameplates to identify all electrical distribution and control equipment and loads served. Letter Height: 1/8 inch (3 mm) for individual switches and loads served and 1/4 inch (6 mm) for control equipment panel identification unless noted otherwise.

**END OF SECTION**



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:** Andrew Ellard, Director

**cc:** Kermas Eaton, City Clerk

**Date:** Tuesday, November 3, 2020

**Re:** Approve and authorize issuance of manual check for CDBG Program Claims per attached Memorandum {Entitlement CDBG}.  
File Number: 2020-764  
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 a manual check for CDBG Program Claims per attached Memorandum

Please place this on the November 3, 2020 City Council meeting for consideration.

## MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard, Director  
Department of Urban Development

DATE: October 26, 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 November 3, 2020 meeting. Please authorize and approve issuance of manual checks for the claims listed below:

<b>Recipient:</b>	<b>Carolyn White</b>
Activity:	Housing Rehabilitation
Program:	CDBG
Project Site:	213 S 11 th Avenue
<b>Amount Requested:</b>	<b>\$900.00</b>
Purpose of Request:	Relocation assistance (November 5 – December 4, 2020)





# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:** Andrew Ellard, Director

**cc:** Kermas Eaton, City Clerk

**Date:** Tuesday, November 3, 2020

**Re:** Approve and authorize issuance of manual checks for CDBG-CV Program Claims per attached Memorandum {Entitlement CDBG-CV}.  
File Number: 2020-765  
Minute Book #

---

## Summary

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

## Recommendation Statement

I recommend issuance of manual checks for CDBG-CV Program Claims per attached Memorandum

Please place this on the November 3, 2020 City Council meeting for consideration.

## MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard, Director  
Department of Urban Development

DATE: October 26, 2020

SUBJECT: Authorize issuance of manual checks for CDBG-CV Program claims

The following request for payment is being submitted for approval during the City Council's November 3, 2020 meeting. Please authorize and approve issuance of manual checks for the claims listed below:

<b>Recipient:</b>	<b>Breakthrough Community Services</b>
Activity:	COVID-19 Utility/Rent Assistance
Program:	CDBG-CV
Project Site:	1313 Country Club Rd
<b>Amount Requested:</b>	<b>\$1,000.00</b>
Purpose of Request:	Reimbursement

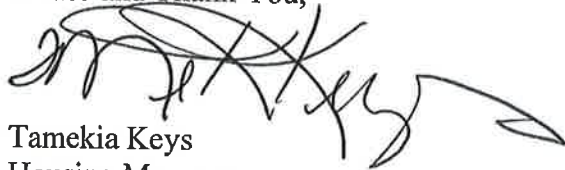
**BREAKTHROUGH** COMMUNITY SERVICES  
*"Breaking the Shackles of Poverty through Service"*  
1313 Country Club Road, Hattiesburg, MS 39401

October 22, 2020

To:  
City of Hattiesburg  
Department of Federal & State Programs  
P. O. Box 1898, Hattiesburg, MS 39401  
Phone: 601.545.4558

Breakthrough Community Services, Inc. is requesting \$1,000.00 reimbursements for funding provided to cover utility and rental assistance during the month of September 2020.

Please and Thank You,



Tamekia Keys  
Housing Manager

10-22-20A10:11 RC  




# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:** Chris McGee, Director of Parks and Recreation

**cc:**

**Date:** Tuesday, November 3, 2020

**Re:** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.  
File Number: 2020-758  
Minute Book #

---

## Summary

Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

## Recommendation Statement

I am recommending approval of the sale of grave spaces.

Please place this on the November 3, 2020 City Council meeting for consideration.

**To: CITY COUNCIL**

**From: Deborah Bourne, Assistant Division Manager of Cemeteries**

**Date: October 15, 2020**

**The following represents the grave spaces sold on October 15, 2020.**

**Bo Clark**

**(1) Space \$ 175.00**

**North Half (N ½) of the Southwest Quarter (SW ¼)**

**Lot 112, Section 39, Highland Cemetery**

**Anguia C. Sims**

**(1) Space \$ 175.00**

**South Half (S ½) of the Northeast Quarter (NE ¼)**

**Lot 35, Section 35, Highland Cemetery**

**Jeff Castleman**

**(1) Space \$ 45.00**

**Baby Space # 58**

**Lot 2, Section 3, Highland Cemetery**

**To: CITY COUNCIL**

**From: Deborah Bourne, Assistant Division Manager of Cemeteries**

**Date: October 09, 2020**

**The following represents the grave spaces sold on October 09, 2020.**

**Debit Card Payments**

**Tom Clark**

**(1) Space \$ 175.00**

**West Half (W ½) of the Southeast Quarter (SE ¼)**

**Lot 140, Section 21, Highland Cemetery**

**Tom Clark**

**(1) Space \$ 175.00**

**East Half (E ½) of the Southwest Quarter (SW ¼)**

**Lot 140, Section 21, Highland Cemetery**

**Sam Harris**

**(1) Space \$ 175.00**

**South Half (S ½) of the Northeast Quarter (NE ¼)**

**Lot 118, Section 38, Highland Cemetery**

**Sarah Harris**

**(1) Space \$ 175.00**

**North Half (N ½) of the Southeast Quarter (SE ¼)**

**Lot 44, Section 34, Highland Cemetery**

**To: CITY COUNCIL**

**From: Deborah Bourne, Assistant Division Manager of Cemeteries**

**Date: October 20, 2020**

**The following represents the grave spaces sold on October 20, 2020.**

**Debit Card Payments**

**Randy & Teresa Allen**

**(2) Spaces    \$ 350.00**

**Northeast Quarter (NE ¼)**

**Lot 1, Section 34, Highland Cemetery**

**Gloria Walker**

**(1) Space    \$175.00**

**North half (N ½) of the Northwest Quarter (NW ¼)**

**Lot 45, Section 35, Highland Cemetery**

**Kevin Kirksey, Sr**

**(2) Spaces    \$ 350.00**

**Southwest Quarter (SW ¼)**

**Lot 100, Section 38, Highland Cemetery**

**Kevin Kirksey, Sr**

**(8) Spaces    \$ 1,400.00**

**Entire Lot 108, Section 38, Highland Cemetery**

**To: CITY COUNCIL**

**From: Deborah Bourne, Assistant Division Manager of Cemeteries**

**Date: October 23, 2020**

**The following represents the grave spaces sold on October 23, 2020.**

**Calvin Gary**

**(1) Space \$ 175.00**

**South Half (S ½) of the Northeast Quarter (NE ¼)**

**Lot 68, Section 34, Highland Cemetery**

**Linda J. Webb**

**(2) Spaces \$ 350.00**

**Southwest Quarter (SW ¼)**

**Lot 115, Section 21, Highland Cemetery**

**Deborah Smith**

**(2) Spaces \$ 350.00**

**Northeast Quarter (NE ¼)**

**Lot 34, Section 36, Highland Cemetery**

**Tina White**

**(1) Space \$ 175.00 Debit Card**

**North Half (N ½) of the Northeast Quarter (NE ¼)**

**Lot 95, Section 38, Highland Cemetery**



**Tory Groves**

**(1) Space    \$ 175.00    Debit Card**

**North Half (N ½) of the Southwest Quarter (SW ¼)**

**Lot 104, Section 38, Highland Cemetery**

**Tory Groves**

**(2) Spaces    \$ 350.00    Debit Card**

**Northwest Quarter (NW ¼)**

**Lot 104, Section 38, Highland Cemetery**

**Ellis B. & Hazel L. Holloway**

**( 2 ) Spaces    \$ 350.00**

**Northwest Quarter (NW ¼)**

**Lot 88, Section 38, Highland Cemetery**

**Willie E. Coleman, III**

**(1) Space    \$ 150.00**

**West Half (W ½) of the Southwest Quarter (SW ¼)**

**Lot 138, Section 1, South Hill**

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10/09/ 2020

SOLD TO:

Mr. Mrs. Miss

Bo Clark

ADDRESS

108 River Rd. Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 112 Section No. 39 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.⁰⁰

Price Received \$

175.⁰⁰

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By

Debrah Bolune

Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-12- 2020

SOLD TO:

Mr. Mrs. Miss

Flouria C. Sims

ADDRESS

133 Bay Rd. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S NE 1/4 Lot No. 35 Section No. 35 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.⁰⁰

Price Received \$

175.⁰⁰

CK# 20604

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]

Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-12- 2020

SOLD TO:

Mr. Mrs. Miss

Jeff Castleman

ADDRESS

101 S. Edgar K. Kram Rd. Lot #6 Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 S 1/2 Lot No. 2 Section No. 3 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 45.⁰⁰

Price Received \$

45.⁰⁰

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]

Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10/09/ 2020

SOLD TO:

No. 112 Tom Clark  
4th Mallard Drive, Petal, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

W 1/4 SE 1/4 Lot No. 140 Section No. 21 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Debit Card

**CITY OF HATTIESBURG, MISSISSIPPI**

By Deborah Bourne  
Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10/09/ 2020

SOLD TO:

No. 112 Tom Clark  
4th Mallard Drive, Petal, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/4 SW 1/4 Lot No. 140 Section No. 21 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Debit Card

**CITY OF HATTIESBURG, MISSISSIPPI**

By Deborah Bourne  
Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10/15/ 2020

SOLD TO:

Mr. Mrs. Miss

Sam Harris

ADDRESS

195 Fredna Ave, Hattiesburg, ms. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S  $\frac{1}{2}$  NE  $\frac{1}{4}$  Lot No. 118 Section No. 38 in Highland Cemetery

Number of grave spaces

1 Price per grave space \$ 175.00

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burne  
Sept. of City Cemeteries

Debit  
Card

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10/15/ 2020

SOLD TO:

Mr. Mrs. Miss

Sarah Harris

ADDRESS

195 Fredna Ave, Hattiesburg, ms. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N  $\frac{1}{2}$  SE  $\frac{1}{4}$  Lot No. 44 Section No. 34 in Highland Cemetery

Number of grave spaces

1 Price per grave space \$ 175.00

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burne  
Sept. of City Cemeteries

Debit  
Card

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-20- 2020

SOLD TO:

Mr. Mrs. Miss

Randy & Teresa Allen

ADDRESS

23 N. Founders Way Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NE 1/4 Lot No. 1 Section No. 34 in Highland Cemetery

Number of grave spaces 2

Price per grave space \$ 350.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]  
Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10/20/ 2020

SOLD TO:

Mr. Mrs. Miss

Gloria Walker

ADDRESS

2302 14th St, Pascagoula, MS 39567

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 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

Deborah Brune  
Supt. of City Cemeteries

Debit Card

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-20- 2020

SOLD TO:

Mr. Mrs. Miss Kevin Kicksay Sr.  
ADDRESS 116 W. Hshire Dr. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SW 1/4 Lot No. 100 Section No. 38 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

CC

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-20- 2020

SOLD TO:

Mr. Mrs. Miss Kevin Kicksay Sr.  
ADDRESS 116 W. Hshire Dr. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

W 1/2 1/4 Lot No. 108 Section No. 38 in Highland Cemetery

Number of grave spaces 4 Price per grave space \$ 175.00

Price Received \$ 700.00

**CITY OF HATTIESBURG, MISSISSIPPI**

By [Signature]  
Supt. of City Cemeteries

CC

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-20- 2020

SOLD TO:

Mr. Mrs. Miss Kevin Kicksay Sr.  
ADDRESS 116 W. Hshire Dr. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 1/4 Lot No. 108 Section No. 38 in Highland Cemetery

Number of grave spaces 4 Price per grave space \$ 175.00

Price Received \$ 700.00

**CITY OF HATTIESBURG, MISSISSIPPI**

By [Signature]  
Supt. of City Cemeteries

CC

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-21- 2021

SOLD TO:

Mr. ☒ Mrs. ☐ Miss ☐

Tina White

ADDRESS

1209 Princeton St Galena, KS 66739

desires to purchase the grave space described below, subject to Cemetery regulations.

N  $\frac{1}{2}$  NE  $\frac{1}{4}$  Lot No. 95 Section No. 38 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

**CITY OF HATTIESBURG, MISSISSIPPI**

By [Signature]

Supt. of City Cemeteries

cc

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-21- 2021

SOLD TO:

Mr. ☒ Mrs. ☐ Miss ☐

Tory Graves

ADDRESS

105 Lexington Dr Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N  $\frac{1}{2}$  SW  $\frac{1}{4}$  Lot No. 104 Section No. 38 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

**CITY OF HATTIESBURG, MISSISSIPPI**

By [Signature]

Supt. of City Cemeteries

cc

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-21- 2021

SOLD TO:

Mr. ☒ Mrs. ☐ Miss ☐

Tory Graves

ADDRESS

105 Lexington Dr Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW  $\frac{1}{4}$  Lot No. 104 Section No. 38 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

cc

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-22- 2020

**SOLD TO:**

**Mr. Mrs. Miss** Willie E. Coleman III

**ADDRESS** 525 Timothy Lane Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W  $\frac{1}{2}$  SW  $\frac{1}{4}$  Lot No. 138 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



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 Bo Clark, 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 112 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 3rd day of November, 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 3rd day of November 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 Anguia C. Sims, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 35 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 3rd day of November, 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 3rd day of November 2020.

My Commission Expires: _____

_____  
NOTARY PUBLIC

# DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of FORTY-FIVE AND NO/100 Dollars (\$45.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jeff Castleman (Infant), subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

## Baby Space #58

**Lot Number:** 2                      **Section Number:** 3  
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 3rd day of November, 2020.

**ATTEST:**

**CITY OF HATTIESBURG, MISSISSIPPI**

**DEPUTY CITY CLERK**

**MAYOR**

(SEAL)

**STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR**

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of November, 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 Tom Clark, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½) of the Southeast Quarter (SE¼)

Lot 140 Section 21

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of November, 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 3rd day of November 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 Tom Clark, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Southwest Quarter (SW¼)

Lot 140 Section 21

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of November, 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 3rd day of November 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 Sam Harris, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 118 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 3rd day of November, 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 3rd day of November 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 Sarah Harris, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 44 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 3rd day of November, 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 3rd day of November 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 Gloria 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 Northwest Quarter (NW¼)

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 3rd day of November, 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 3rd day of November 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, Randy & Teresa Allen, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 1    Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day November, 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 3rd day of November, 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, Kevin Kirksey, Sr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¼)

Lot Number 100    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 3rd day November, 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 3rd day of November, 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 Kevin Kirksey, 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:

**Entire Lot**  
**Lot Number: 108                      Section Number: 38**

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 3rd day of November, 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 3rd day of November, 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 Tina White, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 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 3rd day of November, 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 3rd day of November 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 Tory Groves, 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 104 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 3rd day of November, 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 3rd day of November 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, Tory Groves, 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 104    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 3rd day November, 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 3rd day of November, 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, Deborah Smith, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE 1/4)

Lot Number 34    Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day November, 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 3rd day of November, 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, Linda J. Webb, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¼)

Lot Number 115    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 3rd day November, 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 3rd day of November, 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 Calvin Gary, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 68 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 3rd day of November, 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 3rd day of November 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, Ellis B. & Hazel L. Holloway, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 88    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 3rd day November, 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 3rd day of November, 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 Willie E. Coleman, III, 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 (W $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ )

Lot Number: 138 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 3rd day of November, 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 3rd day of November, 2020.

My Commission Expires:

_____  
NOTARY PUBLIC



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:**

**cc:**

**Date:** Tuesday, November 3, 2020

**Re:** Approve claims docket for the period ending October 31, 2020.  
File Number: 2020-783  
Minute Book #

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## Summary

Approve claims docket for the period ending October 31, 2020.

## Recommendation Statement

Please place this on the November 3, 2020 City Council meeting for consideration.

Date - 10/28/20

AT&T

Sum

00001 AT&T MOBILITY	287273861504	00202952	20000295	GPS TRACKING 9/20 VARI DEPTS	10/31/20	279466	5,174.60-
							-----
AT&T MOBILITY							
Sum							5,174.60-
00001 AUTO ARMATURE SERVICE IN 22623		00203030	20000366	BATTERY U#20619 POLICE	10/31/20	279468	179.95-
00001 AUTO ARMATURE SERVICE IN 22683		00203030	20000367	BATTERY U#19348 POLICE	10/31/20	279468	185.95-
00001 AUTO ARMATURE SERVICE IN 22756		00203030	20000368	BATTERY U#18202 POLICE	10/31/20	279468	185.95-
00001 AUTO ARMATURE SERVICE IN 22760		00203030	20000369	BATTERY U#18319 POLICE	10/31/20	279468	185.95-
00001 AUTO ARMATURE SERVICE IN 22771		00203030	20000370	BATTERY U#21312 POLICE	10/31/20	279468	160.95-
00001 AUTO ARMATURE SERVICE IN 22319		00203053	20000399	BATTERY U#21307 POLICE	10/31/20	279468	160.95-
00001 AUTO ARMATURE SERVICE IN 22320		00203053	20000400	BATTERY U#21310 POLICE	10/31/20	279468	160.95-
00001 AUTO ARMATURE SERVICE IN 22108		00203053	20000401	ALTERNATOR U#17354 POLICE	10/31/20	279468	189.95-
00001 AUTO ARMATURE SERVICE IN 22806		00203064	20000466	BATTERIES CONSTR SISSOR LIFT	10/31/20	279468	599.80-
							-----
AUTO ARMATURE SERVICE IN							
Sum							2,010.40-
00001 AUTO ZONE	0139403925	00199912	20000523	REPR PTS U#15931 ENGR DEPT	10/31/20	279469	30.55-
							-----
AUTO ZONE							
Sum							30.55-
00001 AUTOMOTIVE GLASS SPECIAL I237988		00203123	20000443	GLASS REPR POLICE SERVICE CTR	10/31/20	279470	315.00-
							-----
AUTOMOTIVE GLASS SPECIAL							
Sum							315.00-
00001 BAKER, DONELSON, BEARMAN, C 8792908		00203036	20000363	SRVS COVID-19 COMM TEST CNTR	10/31/20	279472	1,747.50-
							-----
BAKER, DONELSON, BEARMAN, C							
Sum							1,747.50-
00001 BEST BUY BUSINESS ADVANT 4761680		00202895	20000480	HD WEBCAMS P/F ACADEMY	10/31/20	279474	179.97-
							-----
BEST BUY BUSINESS ADVANT							
Sum							179.97-
00001 BIG IRON DIESEL REPAIR L RO4268		00202877	20000408	REPRS U#20071 RECYCLE TRUCK	10/31/20	279475	3,195.04-
							-----
BIG IRON DIESEL REPAIR L							
Sum							3,195.04-
00001 BLOSSMAN GAS & APPLIANCE 11327245		00202742	20000329	PROPANE P/F ACADEMY TRAINING	10/31/20	279476	1,080.61-
							-----
BLOSSMAN GAS & APPLIANCE							
Sum							1,080.61-
00001 BUMPER TO BUMPER #230 02300131216		00202429	20000371	PRIMER PAINT 1939 FIRE TRUCK	10/31/20	279482	263.24-
							-----
BUMPER TO BUMPER #230							
Sum							263.24-
00001 C D W GOVERNMENT 2530299		00202635	20000359	COMPUTER SUPPLIES INFO TECH	10/31/20	279485	335.98-
00001 C D W GOVERNMENT 2584711		00202635	20000360	COMPUTER SUPPLIES INFO TECH	10/31/20	279485	80.76-
							-----
C D W GOVERNMENT							
Sum							416.74-

00001 C SPIRE	(IP VOICEOVER)	MSGOV-692591	00202141	20000286	MNTHLY SERV 10/2020 GG INS	10/31/20	279486	4,924.79-
-----								
C SPIRE (IP VOICEOVER)								
Sum								4,924.79-
00001 C SPIRE	(MEGAGATE)	1573255	00203061	20000396	INTERNET/NETWORK INFO TECH	10/31/20	279487	16,251.31-
-----								
C SPIRE (MEGAGATE)								
Sum								16,251.31-
00001 CANON FINANCIAL SERVICES		22031000	00202998	20000324	COPIER 9/1-10/31 PURCHASING	10/31/20	279488	179.26-
-----								
CANON FINANCIAL SERVICES								
Sum								179.26-
00001 CARQUEST AUTO PARTS STOR		14758-149124	00202759	20000278	TRAILER JACK CONSTR DEPT	10/31/20	279490	87.99-
00001 CARQUEST AUTO PARTS STOR		14758-148842	00202690	20000302	HAND TOOLS P/W SHOP	10/31/20	279490	229.44-
00001 CARQUEST AUTO PARTS STOR		14758-149017	00202786	20000303	BRAKE CLEANER P/W SHOP	10/31/20	279490	31.32-
00001 CARQUEST AUTO PARTS STOR		14758-149016	00202787	20000304	SUPPLIES P/W SHOP	10/31/20	279490	48.86-
00001 CARQUEST AUTO PARTS STOR		14758-149018	00202788	20000305	REPR PTS U#14676 P/W SHOP	10/31/20	279490	50.26-
00001 CARQUEST AUTO PARTS STOR		14758-149405	00202654	20000361	REPR PTS U#18568 INFO TECH	10/31/20	279490	93.73-
00001 CARQUEST AUTO PARTS STOR		14758-149430	00203042	20000418	CLEANER SUPP P/W SHOP	10/31/20	279490	65.98-
00001 CARQUEST AUTO PARTS STOR		14758-149482	00203071	20000419	PUMP PARTS P/W SHOP	10/31/20	279490	33.49-
00001 CARQUEST AUTO PARTS STOR		14758-149483	00203072	20000420	REPR PTS P/W SHOP	10/31/20	279490	65.96-
00001 CARQUEST AUTO PARTS STOR		14758-149376	00203004	20000485	REPR PTS U#13048 PUBLIC WORKS	10/31/20	279490	39.39-
-----								
CARQUEST AUTO PARTS STOR								
Sum								746.42-
00001 CHEM-AQUA		7098345	00203035	20000362	COOL TOWERS MAINT 9/15-22/20	10/31/20	279493	583.33-
-----								
CHEM-AQUA								
Sum								583.33-
00001 CINTAS CORPORATION #J66		4064729557	00202966	20000339	UNIFORMS 10/19 TRAFFIC	10/31/20	279499	16.61-
00001 CINTAS CORPORATION #J66		4064729199	00202966	20000340	MOP/MAT 10/19 TRAFFIC	10/31/20	279499	6.36-
00001 CINTAS CORPORATION #J66		4064729581	00202967	20000341	UNIFORMS 10/19 PUBLIC WORKS	10/31/20	279499	13.44-
00001 CINTAS CORPORATION #J66		4064729410	00202967	20000342	UNIFORMS 10/19 PUBLIC WORKS	10/31/20	279499	27.75-
00001 CINTAS CORPORATION #J66		4064729576	00202967	20000343	UNIFORMS 10/19 PUBLIC WORKS	10/31/20	279499	51.38-
00001 CINTAS CORPORATION #J66		4064729406	00202967	20000344	UNIFORMS 10/19 PUBLIC WORKS	10/31/20	279499	77.40-
00001 CINTAS CORPORATION #J66		4064729364	00202967	20000345	UNIFORMS 10/19 PUBLIC WORKS	10/31/20	279499	89.56-
00001 CINTAS CORPORATION #J66		4064729441	00202993	20000346	UNIFORMS 10/19 P/W SHOP	10/31/20	279499	31.97-
00001 CINTAS CORPORATION #J66		4064729357	00202993	20000347	UNIFORMS 10/19 CONSTR DEPT	10/31/20	279499	49.89-
00001 CINTAS CORPORATION #J66		4064729752	00202970	20000348	UNIFORMS 10/19 SANIT	10/31/20	279499	176.77-
00001 CINTAS CORPORATION #J66		4064729500	00202970	20000349	MOP/MATS 10/19 SANIT	10/31/20	279499	46.92-
00001 CINTAS CORPORATION #J66		4060856126	00203068	20000427	UNIFORMS 9/08 CEM/FORESTRY	10/31/20	279499	98.35-
00001 CINTAS CORPORATION #J66		4061466399	00203068	20000428	UNIFORMS 9/14 CEM/FORESTRY	10/31/20	279499	65.45-
00001 CINTAS CORPORATION #J66		4062111278	00203068	20000429	UNIFORMS 9/21 CEM/FORESTRY	10/31/20	279499	65.45-
00001 CINTAS CORPORATION #J66		4062834301	00203068	20000430	UNIFORMS 9/28 CEM/FORESTRY	10/31/20	279499	65.45-
00001 CINTAS CORPORATION #J66		4060855907	00203068	20000431	MOP/MAT 9/08 CEM/FORESTRY	10/31/20	279499	26.08-
00001 CINTAS CORPORATION #J66		4061466267	00203068	20000432	MOP/MAT 9/14 CEM/FORESTRY	10/31/20	279499	26.08-
00001 CINTAS CORPORATION #J66		4602111081	00203068	20000433	MOP/MAT 9/21 CEM/FORESTRY	10/31/20	279499	26.08-
00001 CINTAS CORPORATION #J66		4062834259	00203068	20000434	MOP/MAT 9/28 CEM/FORESTRY	10/31/20	279499	26.08-
00001 CINTAS CORPORATION #J66		4065379440	00203153	20000498	UNIFORMS 10/26 PUBLIC WORKS	10/31/20	279499	13.44-
00001 CINTAS CORPORATION #J66		4065379326	00203153	20000499	UNIFORMS 10/26 PUBLIC WORKS	10/31/20	279499	27.75-
00001 CINTAS CORPORATION #J66		4065379488	00203153	20000500	UNIFORMS 10/26 PUBLIC WORKS	10/31/20	279499	51.38-
00001 CINTAS CORPORATION #J66		4065379308	00203153	20000501	UNIFORMS 10/26 PUBLIC WORKS	10/31/20	279499	77.40-

00001	CINTAS CORPORATION #J66	4065379263	00203153	20000502	UNIFORMS 10/26 PUBLIC WORKS	10/31/20	279499	83.56-
00001	CINTAS CORPORATION #J66	4065379340	00203186	20000503	UNIFORMS 10/26 P/W SHOP	10/31/20	279499	31.97-
00001	CINTAS CORPORATION #J66	4065379169	00203186	20000504	UNIFORMS 10/26 CONSTR	10/31/20	279499	49.89-
00001	CINTAS CORPORATION #J66	4063494507	00203159	20000505	UNIFORMS 10/05 CEM/FORESTRY	10/31/20	279499	65.45-
00001	CINTAS CORPORATION #J66	4064091420	00203159	20000506	UNIFORMS 10/12 CEM/FORESTRY	10/31/20	279499	65.45-
00001	CINTAS CORPORATION #J66	4064732331	00203159	20000507	UNIFORMS 10/19 CEM/FORESTRY	10/31/20	279499	72.45-
00001	CINTAS CORPORATION #J66	4065382515	00203159	20000508	UNIFORMS 10/26 CEM/FORESTRY	10/31/20	279499	65.45-
00001	CINTAS CORPORATION #J66	4063494583	00203159	20000509	MOP/MAT 10/05 CEM/FORESTRY	10/31/20	279499	26.08-
00001	CINTAS CORPORATION #J66	4064091311	00203159	20000510	MOP/MAT 10/12 CEM/FORESTRY	10/31/20	279499	26.08-
00001	CINTAS CORPORATION #J66	4064732238	00203159	20000511	MOP/MAT 10/19 CEM/FORESTRY	10/31/20	279499	26.08-
00001	CINTAS CORPORATION #J66	4065382402	00203159	20000512	MOP/MAT 10/26 CEM/FORESTRY	10/31/20	279499	26.08-
00001	CINTAS CORPORATION #J66	4065379462	00203198	20000521	UNIFORMS 10/26 TRAFFIC	10/31/20	279499	25.00-
00001	CINTAS CORPORATION #J66	4065379103	00203198	20000522	MOP/MAT 10/26 TRAFFIC	10/31/20	279499	6.36-
00001	CINTAS CORPORATION #J66	4065379618	00203192	20000530	UNIFORMS 10/26 SANIT	10/31/20	279499	176.77-
00001	CINTAS CORPORATION #J66	4065379444	00203192	20000531	MOP/MAT 10/26 SANIT	10/31/20	279499	46.92-
00001	CINTAS CORPORATION #J66	4056925097	00203199	20000532	MOP/MAT 7/27 SANIT & PUB WRKS	10/31/20	279499	61.62-
-----								
CINTAS CORPORATION #J66								
Sum								2,012.25-
00001	CITY OF HATTIESBURG FUND	TRF 2ND 10/2	00202145	20000351	TRF 2ND 10/2020 PAYROLL	10/20/20	10139	1,080,949.38-
-----								
CITY OF HATTIESBURG FUND								
Sum								1,080,949.38-
00001	COLEMAN, JESSIE	RFD GRAVE OP	00202146	20000354	RFD GRAVE OPEN/CLOSE	10/31/20	279501	50.00-
-----								
COLEMAN, JESSIE								
Sum								50.00-
00001	COMCAST CABLEVISION OF H	839641073089	00203244	20000550	CABLE 10/20-11/19 SANIT DEPT	10/31/20	279502	73.20-
-----								
COMCAST CABLEVISION OF H								
Sum								73.20-
00001	COOPER, TAMEKA	RFD GRAVE OP	00202146	20000352	RFD GRAVE OPEN/CLOSE	10/31/20	279506	50.00-
-----								
COOPER, TAMEKA								
Sum								50.00-
00001	DAWKINS, EUNICE	RFD GRAVE OP	00202146	20000353	RFD GRAVE OPEN/CLOSE	10/31/20	279509	50.00-
-----								
DAWKINS, EUNICE								
Sum								50.00-
00001	DOLEAC ELECTRIC CO INC	20FS7-X1	00202660	20000271	GENERATOR REPR #7 FIRE STA	10/31/20	279511	1,360.00-
00001	DOLEAC ELECTRIC CO INC	20FS1-X1	00202661	20000272	GENERATOR REPR #1 FIRE STA	10/31/20	279511	420.00-
00001	DOLEAC ELECTRIC CO INC	20FS5-X1	00202662	20000273	GENERATOR REPR #5 FIRE STA	10/31/20	279511	640.00-
00001	DOLEAC ELECTRIC CO INC	20FS4-X1	00202663	20000274	GENERATOR REPR #4 FIRE STA	10/31/20	279511	640.00-
00001	DOLEAC ELECTRIC CO INC	GEN-H23568	00202919	20000279	GENERATOR REPR PUBLIC WORKS	10/31/20	279511	196.00-
-----								
DOLEAC ELECTRIC CO INC								
Sum								3,256.00-
00001	EARL DUDLEY, INC	JP00715	00203204	20000525	SURVEY EQUIP MAINT PLAN ENGR	10/31/20	279516	330.00-
-----								
EARL DUDLEY, INC								
Sum								330.00-



00001 ECONOMY SUPPLY CO	042178	00202510 20000323	PODIUM/RISER MATLS CITY CLERK	10/31/20	279517	36.45-
-----						
ECONOMY SUPPLY CO						
Sum						36.45-
00001 ELKINS WHOLESALE INC	420259	00203059 20000403	JANIT SUPP FIRE DEPT	10/31/20	279518	17.30-
00001 ELKINS WHOLESALE INC	420259-01	00203059 20000404	JANIT SUPP FIRE DEPT	10/31/20	279518	51.89-
-----						
ELKINS WHOLESALE INC						
Sum						69.19-
00001 EMPIRE TRUCK SALES (H'BU RE006033055:		00202130 20000335	REPRS U#20069 SANIT	10/31/20	279519	238.46-
00001 EMPIRE TRUCK SALES (H'BU CE006171386:		00202961 20000390	REPR PTS U#20071 SANIT	10/31/20	279519	104.82-
00001 EMPIRE TRUCK SALES (H'BU CE006171479:		00202962 20000391	REPR PTS U#20090/20091 SANIT	10/31/20	279519	90.86-
-----						
EMPIRE TRUCK SALES (H'BU						
Sum						434.14-
00001 EQUIFAX INFORMATION SERV 6061467		00203070 20000413	ONLINE INVESTIGATION POLICE	10/31/20	279520	138.39-
-----						
EQUIFAX INFORMATION SERV						
Sum						138.39-
00001 EXPRESS PRESS	42419	00201173 20000326	POLO SHIRTS POLICE DEPT	10/31/20	279524	862.50-
-----						
EXPRESS PRESS						
Sum						862.50-
00001 FASTENAL COMPANY	MSHAT228435	00202651 20000308	DUCT TAPE CONSTR DEPT	10/31/20	279525	107.00-
-----						
FASTENAL COMPANY						
Sum						107.00-
00001 FLUIDS INC.	13174	00201347 20000467	MOSQUITO MISTING OIL HEALTH	10/31/20	279526	3,272.50-
-----						
FLUIDS INC.						
Sum						3,272.50-
00001 FORESTRY SUPPLIERS INC	785503-00	00202576 20000300	FORESTRY SUPPLIES ENGR DEPT	10/31/20	279527	248.35-
00001 FORESTRY SUPPLIERS INC	785503-00 FR	00202755 20000301	FREIGHT CHARGE PO#202576	10/31/20	279527	66.80-
-----						
FORESTRY SUPPLIERS INC						
Sum						315.15-
00001 FORREST GENERAL HOSPITAL PT-0331 EAP		00202953 20000291	EAP CHARGE 10/2020	10/31/20	279528	1,785.00-
-----						
FORREST GENERAL HOSPITAL						
Sum						1,785.00-
00001 GALL'S LLC	016725442	00202800 20000383	THERMOBAK CAMO GEAR POLICE	10/31/20	279530	524.94-
-----						
GALL'S LLC						
Sum						524.94-
00001 GILLILANDS ELECTRONICS S 72850		00202027 20000373	REPLACE LOCK ENGR DEPT DOOR	10/31/20	279533	995.00-
-----						
GILLILANDS ELECTRONICS S						
Sum						995.00-
00001 GULF GUARANTY EMPLOYEE B 201026093151		00203154 20000484	INMATE MED BILLS 9/25-10/23	10/31/20	279536	3,090.97-
-----						
GULF GUARANTY EMPLOYEE B						
Sum						3,090.97-

00001 HANCOCK BANK TRUST & FIN 10/22/20	00202153 20000394 MDB 2001 BOND PYMT DUE 10/31	10/22/20	10140	1,965.82-
				-----
HANCOCK BANK TRUST & FIN				
Sum				1,965.82-
00001 HATTIESBURG FIRE DEPT BE DONATION REC	00202152 20000395 DONATION FROM DIXIE PIPELINE	10/22/20	10141	250.00-
				-----
HATTIESBURG FIRE DEPT BE				
Sum				250.00-
00001 HATTIESBURG HYDRAULICS I 86515	00203055 20000426 REPRS U#18602 CEMETERY	10/31/20	279543	75.18-
				-----
HATTIESBURG HYDRAULICS I				
Sum				75.18-
00001 HAVARD PEST CONTROL INC 10669408	00020212 20000535 QTRLY SRV POLICE COMPLEX	10/31/20	279545	125.00-
00001 HAVARD PEST CONTROL INC 1669410	00020212 20000536 QTRLY SRV #1 FIRE STA	10/31/20	279545	50.00-
00001 HAVARD PEST CONTROL INC 1669412	00020212 20000537 QTRLY SRV #4 FIRE STA	10/31/20	279545	48.00-
00001 HAVARD PEST CONTROL INC 1669413	00020212 20000538 QTRLY SRV #5 FIRE STA	10/31/20	279545	48.00-
00001 HAVARD PEST CONTROL INC 1669414	00020212 20000539 QTRLY SRV #6 FIRE STA	10/31/20	279545	48.00-
00001 HAVARD PEST CONTROL INC 1669435	00020212 20000540 QTRLY SRV FIRE ADM BLDG	10/31/20	279545	48.00-
00001 HAVARD PEST CONTROL INC 1669418	00020212 20000541 QTRLY SRV P/F ACADEMY	10/31/20	279545	50.00-
00001 HAVARD PEST CONTROL INC 1669420	00020212 20000542 QTRLY SRV POL PAVILN LKVV	10/31/20	279545	50.00-
00001 HAVARD PEST CONTROL INC 1669421	00020212 20000543 QTRLY SRV CITY HALL	10/31/20	279545	65.00-
00001 HAVARD PEST CONTROL INC 1669438	00020212 20000544 QTRLY SRV EMP MED CNTR	10/31/20	279545	48.00-
00001 HAVARD PEST CONTROL INC 1669429	00020212 20000545 QTRLY SRV ENGR DEPT	10/31/20	279545	55.00-
00001 HAVARD PEST CONTROL INC 1669434	00020212 20000546 QTRLY SRV CITY BARN	10/31/20	279545	235.00-
00001 HAVARD PEST CONTROL INC 1669436	00020212 20000547 QTRLY SRV AIRPORT	10/31/20	279545	45.00-
00001 HAVARD PEST CONTROL INC 1669433	00020212 20000548 QTRLY SRV TRAIN DEPOT	10/31/20	279545	85.00-
00001 HAVARD PEST CONTROL INC 1669446	00020212 20000549 QTRLY SRV HILND CEMETERY	10/31/20	279545	40.00-
				-----
HAVARD PEST CONTROL INC				
Sum				1,040.00-
00001 HINTON, ANTHONY	PO#202989 10 00202989 20000332 ON-SITE REPR U#14406 SANIT	10/31/20	279547	225.00-
00001 HINTON, ANTHONY	PO#203056 10 00203056 20000409 REPRS U#14405 SANIT	10/31/20	279547	271.67-
				-----
HINTON, ANTHONY				
Sum				496.67-
00001 HOLLAND VETERINARY HOSPI ACCT#85 4014	00203117 20000442 DOG FOOD POLICE K-9	10/31/20	279549	396.00-
00001 HOLLAND VETERINARY HOSPI ACCT#85 4004	00203119 20000444 SERVS VOODOO POLICE K-9	10/31/20	279549	186.00-
00001 HOLLAND VETERINARY HOSPI ACCT#85 3991	00203119 20000445 SERVS OTTER POLICE K-9	10/31/20	279549	143.30-
00001 HOLLAND VETERINARY HOSPI ACCT#85 4021	00203187 20000476 SERVS MAMBA POLICE K-9 GRANT	10/31/20	279549	569.96-
00001 HOLLAND VETERINARY HOSPI ACCT#85 4025	00203195 20000516 DOG FOOD POLICE K-9	10/31/20	279549	514.20-
				-----
HOLLAND VETERINARY HOSPI				
Sum				1,809.46-
00001 HUB CITY SPOKES	96691 GEN 00202904 20000264 CITY WIDE ADS AND NOTICES	10/31/20	279551	1,185.60-
00001 HUB CITY SPOKES	96507 GEN 00202922 20000265 CITY WIDE ADS AND NOTICES	10/31/20	279551	1,738.34-
				-----
HUB CITY SPOKES				
Sum				2,923.94-
00001 IDEMIA IDENTITY & SECURI 133052	00202976 20000402 FINGERPRINT MACHINE YRLY MNT	10/31/20	279553	12,475.00-
				-----
IDEMIA IDENTITY & SECURI				
Sum				12,475.00-

00001 INDOFF INC	3412101	00202679 20000281 OFFICE SUPP CEMETERY	10/31/20	279554	353.74-
-----					
INDOFF INC					
Sum					353.74-
00001 INDUSTRIAL ORGANIZATIONA C48523A		00202726 20000270 HFD APPLICANT STUDY GUIDES	10/31/20	279555	316.00-
-----					
INDUSTRIAL ORGANIZATIONA					
Sum					316.00-
00001 INNOVATIVE SERVICE SOLUT 20200151		00202758 20000465 SEMI-ANNUAL AED MAINT P/WRKS	10/31/20	279556	380.00-
-----					
INNOVATIVE SERVICE SOLUT					
Sum					380.00-
00001 INTERIOR EXTERIOR BUILDI 4222978-00		00202682 20000297 CEILING TILES P/F ACADEMY	10/31/20	279557	148.48-
-----					
INTERIOR EXTERIOR BUILDI					
Sum					148.48-
00001 INTERPRETERS & TRANSLATO 139922		00202951 20000296 INTERPRETING SERVS 9/2020	10/31/20	279558	80.55-
-----					
INTERPRETERS & TRANSLATO					
Sum					80.55-
00001 IRBY, STUART C CO	S012009990.0	00201063 20000423 ELEC SUPP AIRPT TAXIWAY LITES	10/31/20	279559	1,483.00-
00001 IRBY, STUART C CO	S012009990.0	00203069 20000424 ADDL AMT DUE PO#201063	10/31/20	279559	27.93-
-----					
IRBY, STUART C CO					
Sum					1,510.93-
00001 JUBILEE DECOR LLC	1260	00202306 20000527 BELL DISPLAY S 49 BRIDGE	10/31/20	279565	6,570.00-
00001 JUBILEE DECOR LLC	1260 FRT	00203229 20000528 ADDL AMT DUE PO#202306	10/31/20	279565	945.00-
-----					
JUBILEE DECOR LLC					
Sum					7,515.00-
00001 KEITHCO PETROLEUM	789425	00202783 20000287 DIESEL FOR P/W FUEL STATION	10/31/20	279566	2,346.00-
-----					
KEITHCO PETROLEUM					
Sum					2,346.00-
00001 LANCASTER'S MACHINE & WE 024643		00202888 20000407 REPAIR TRAILER CONSTR DEPT	10/31/20	279572	225.00-
00001 LANCASTER'S MACHINE & WE 024653		00203084 20000487 REPR TRAILER PUBLIC WORKS	10/31/20	279572	500.00-
-----					
LANCASTER'S MACHINE & WE					
Sum					725.00-
00001 LARRY'S WRECKER SERVICE 7904		00202985 20000328 TOWING U#19340 POLICE	10/31/20	279574	55.00-
00001 LARRY'S WRECKER SERVICE 7847		00203121 20000446 TOWING U#18202 POLICE	10/31/20	279574	55.00-
00001 LARRY'S WRECKER SERVICE 7450		00203121 20000447 TOWING U#18316 POLICE	10/31/20	279574	55.00-
00001 LARRY'S WRECKER SERVICE 7912		00203121 20000448 TOWING U#18315 POLICE	10/31/20	279574	55.00-
00001 LARRY'S WRECKER SERVICE 7914		00203121 20000449 TOWING U#20429 POLICE	10/31/20	279574	55.00-
-----					
LARRY'S WRECKER SERVICE					
Sum					275.00-
00001 LAUREL MACHINE & FOUNDRY 596961		00202995 20000493 ASSORTED METAL CEM PROJECTS	10/31/20	279575	304.54-
-----					
LAUREL MACHINE & FOUNDRY					
Sum					304.54-

00001 MAPLES GAS COMPANY	191032	00202964 20000380 GAS FOR P/W FUEL STATION	10/31/20	279580	7,263.72-
					-----
MAPLES GAS COMPANY					
Sum					7,263.72-
00001 MCELHANEY PLUMBING INC	285392	00203093 20000513 PLUMB SUPP TRAIN DEPOT	10/31/20	279585	53.90-
					-----
MCELHANEY PLUMBING INC					
Sum					53.90-
00001 MOLLY MAID	SERVS 10/202	00202620 20000393 SERVS 10/2020 HILND CEMETERY	10/31/20	279589	245.00-
					-----
MOLLY MAID					
Sum					245.00-
00001 MONTAGUE, PITTMAN & VARN	STMT#48225 F	00203012 20000364 CIVIL SERV COMM COUNSEL FEE	10/31/20	279590	500.00-
					-----
MONTAGUE, PITTMAN & VARN					
Sum					500.00-
00001 MOORE'S BICYCLE SHOP INC	PO#203115 10	00203115 20000517 BIKE REPAIR POLICE DEPT	10/31/20	279591	239.94-
					-----
MOORE'S BICYCLE SHOP INC					
Sum					239.94-
00001 MORRIS AND MCDANIEL, INC	20.969	00203120 20000441 SERVS PROMOTIONAL PROCESS	10/31/20	279592	17,500.00-
					-----
MORRIS AND MCDANIEL, INC					
Sum					17,500.00-
00001 MOTORCYCLE GEAR	PO#202875 10	00202875 20000267 TIRE U#20119 POLICE	10/31/20	279594	302.95-
					-----
MOTORCYCLE GEAR					
Sum					302.95-
00001 MS AIRPORTS ASSN	2021 MBRSH	00202894 20000275 2021 MBRSH DUES RUTLAND	10/31/20	279595	200.00-
					-----
MS AIRPORTS ASSN					
Sum					200.00-
00001 MS POWER COMPANY	10/20 GENERA	00020212 20000534 MNTHLY ELEC-GENERAL	10/31/20	279596	124,629.15-
					-----
MS POWER COMPANY					
Sum					124,629.15-
00001 MS STATE/SECRETARY OF ST	NOTARY APPL-	00202940 20000293 NOTARY APPL EATON	10/31/20	279597	25.00-
					-----
MS STATE/SECRETARY OF ST					
Sum					25.00-
00001 MS TURF	261599	00202921 20000310 GRASS SOD FOR CEMETERIES	10/31/20	279598	115.00-
					-----
MS TURF					
Sum					115.00-
00001 MSP ENTERPRISES, LLC	101920	00203124 20000452 DEMO 703 WOODLAND COURT LDC	10/31/20	279599	7,423.90-
00001 MSP ENTERPRISES, LLC	102120	00203124 20000453 DEMO 1407 DEASON AVE LDC	10/31/20	279599	3,865.50-
00001 MSP ENTERPRISES, LLC	102120 (B)	00203124 20000454 DEMO 527 MILTON BARNES LDC	10/31/20	279599	4,157.10-
					-----
MSP ENTERPRISES, LLC					
Sum					15,446.50-

00001 MYERS DONNIE JR	10/7/20	00202626 20000350 DABBS ST LANDSCAPE REPAIR	10/20/20	10138	1,000.00-
					-----
MYERS DONNIE JR					
Sum					1,000.00-
00001 NAPA AUTO PARTS	620008	00202428 20000299 REPR PTS U#19835 FIRE DEPT	10/31/20	279601	47.14-
					-----
NAPA AUTO PARTS					
Sum					47.14-
00001 NEEL-SCHAFFER INC	1066040	00203216 20000524 SERVS MS4 PROGRAM MANAGEMENT	10/31/20	279602	4,583.33-
					-----
NEEL-SCHAFFER INC					
Sum					4,583.33-
00001 NEWELL PAPER COMPANY	4094098	00202856 20000382 JANIT SUPP CITY HALL	10/31/20	279603	263.22-
					-----
NEWELL PAPER COMPANY					
Sum					263.22-
00001 NICK'S HANDYMAN SERVICE	001	00203065 20000450 PAINT P/F ACDMY CLASSROOM	10/31/20	279604	1,100.00-
					-----
NICK'S HANDYMAN SERVICE					
Sum					1,100.00-
00001 NORFOLK SOUTHERN CORP	91697370	00202950 20000311 11/2020 LEASE RR ST PK LOT	10/31/20	279605	2,057.62-
					-----
NORFOLK SOUTHERN CORP					
Sum					2,057.62-
00001 OFFICE DEPOT INC	2441518075	00202634 20000365 OFFICE SUPP POLICE DEPT	10/31/20	279609	39.99-
00001 OFFICE DEPOT INC	128102517001	00202551 20000372 OFFICE SUPP ENGR DEPT	10/31/20	279609	51.89-
00001 OFFICE DEPOT INC	2443194803	00202939 20000474 OFFICE/COMPUTER SUPP IT DEPT	10/31/20	279609	404.84-
00001 OFFICE DEPOT INC	2442685601	00202873 20000491 OFFICE SUPP CEMETERY	10/31/20	279609	139.48-
00001 OFFICE DEPOT INC	2442698127	00202873 20000495 CREDIT INV#2442685601	10/31/20	279609	129.99
00001 OFFICE DEPOT INC	130983193001	00202873 20000496 DOCUMENT SCANNER CEMETERY	10/31/20	279609	129.99-
					-----
OFFICE DEPOT INC					
Sum					636.20-
00001 OFFICE PRODUCTS PLUS	918305-0	00202785 20000269 OFFICE SUPP POLICE ADM/PREV	10/31/20	279610	254.68-
					-----
OFFICE PRODUCTS PLUS					
Sum					254.68-
00001 OVERHEAD DOOR CO OF HBUR	200155	00202802 20000384 BAY DOOR REPR #4 FIRE STA	10/31/20	279611	390.00-
00001 OVERHEAD DOOR CO OF HBUR	200211	00202669 20000520 BAY DOOR REPAIR #7 FIRE STA	10/31/20	279611	915.40-
					-----
OVERHEAD DOOR CO OF HBUR					
Sum					1,305.40-
00001 PARISH TRACTOR (HATTIESB	02-142616	00202764 20000280 REPR PTS U#20373 P/W TRACTOR	10/31/20	279614	74.04-
					-----
PARISH TRACTOR (HATTIESB					
Sum					74.04-
00001 PATTERSON AUTO ELECTRIC	80737	00202314 20000519 REPRS U#11808 POLICE	10/31/20	279615	487.50-
					-----
PATTERSON AUTO ELECTRIC					
Sum					487.50-

00001 PEARL RIVER VALLEY EPA ( 10/20 GENERA	00020212	20000469	MNTHLY 10/2020 PUBLIC SERVICES	10/31/20	279616	1,736.14-
						-----
PEARL RIVER VALLEY EPA (						
Sum						1,736.14-
00001 PIERCE PLUMBING (REFUNDS REFUND-10/2	00202150	20000411	GAS PERMIT REFUND	10/31/20	279617	50.00-
						-----
PIERCE PLUMBING (REFUNDS						
Sum						50.00-
00001 PINE BELT MENTAL HEALTHC 2020-09	00202991	20000322	SERVS 9/2020 HEALTH CRT GRANT	10/31/20	279618	4,268.14-
						-----
PINE BELT MENTAL HEALTHC						
Sum						4,268.14-
00001 PINE BELT OIL COMPANY IN 10729737	00202652	20000263	GAS FOR P/W FUEL STATION	10/31/20	279619	4,513.20-
00001 PINE BELT OIL COMPANY IN 10725311	00202335	20000288	GAS FOR P/W FUEL STATION	10/31/20	279619	5,185.97-
00001 PINE BELT OIL COMPANY IN 10726312	00202335	20000289	DIESEL FOR P/W FUEL STATION	10/31/20	279619	4,673.02-
00001 PINE BELT OIL COMPANY IN 10726347	00202965	20000436	DIESEL FOR P/W FUEL STATION	10/31/20	279619	4,407.84-
						-----
PINE BELT OIL COMPANY IN						
Sum						18,780.03-
00001 PINE BELT REGIONAL SOLID 100006 9/202	00202971	20000336	RUBBISH DISPOSAL 9/1-30 SANIT	10/31/20	279620	40,393.72-
00001 PINE BELT REGIONAL SOLID 100006 8/202	00202990	20000337	RUBBISH DISPOSAL 8/2020 SANIT	10/31/20	279620	40,685.31-
						-----
PINE BELT REGIONAL SOLID						
Sum						81,079.03-
00001 PUCKETT MACHINERY COMPAN P05C5698293	00203043	20000486	REPR PTS U#18035 PUBLIC WORKS	10/31/20	279622	32.71-
						-----
PUCKETT MACHINERY COMPAN						
Sum						32.71-
00001 PUCKETT RENTS 792152	00203005	20000490	REPR PTS U#20093 HEALTH DIV	10/31/20	279623	363.14-
						-----
PUCKETT RENTS						
Sum						363.14-
00001 RATCLIFF ANTHONY TRAV ADVANCE	00203100	20000415	TRAV ADV FIRE FIGHTER CLASS	10/31/20	279624	184.00-
						-----
RATCLIFF ANTHONY						
Sum						184.00-
00001 REPUBLIC SERVICES INC 0991-0003149	00202005	20000355	RECYCLE COLLECTION FEE 9/09/20	10/31/20	279627	2,595.30-
00001 REPUBLIC SERVICES INC 0991-0003149	00202410	20000374	RECYCLE COLLECT FEE 9/25/2020	10/31/20	279627	3,120.00-
00001 REPUBLIC SERVICES INC 0991-0003149	00202413	20000375	RECYCLE COLLECT FEE 9/24/2020	10/31/20	279627	3,120.00-
00001 REPUBLIC SERVICES INC 0991-0003149	00202415	20000376	RECYCLE COLLECT FEE 9/28/2020	10/31/20	279627	3,120.00-
00001 REPUBLIC SERVICES INC 0991-0003149	00203018	20000377	RECYCLE DISPOSAL FEES	10/31/20	279627	2,636.55-
00001 REPUBLIC SERVICES INC 0991-0003149	00203018	20000378	RECYCLE DISPOSAL FEES	10/31/20	279627	2,595.30-
00001 REPUBLIC SERVICES INC 0991-0003149	00203018	20000379	RECYCLE DISPOSAL FEES	10/31/20	279627	2,733.90-
						-----
REPUBLIC SERVICES INC						
Sum						19,921.05-
00001 RHODES ZADRENOD TRAV ADVANCE	00203101	20000416	TRAV ADV FIRE FIGHTER CLASS	10/31/20	279628	184.00-
						-----
RHODES ZADRENOD						
Sum						184.00-
00001 RICOH CORP 34138174	00202941	20000290	COPIER 10/15-11/14 HUMAN RES	10/31/20	279629	221.67-
00001 RICOH CORP 34207331	00202974	20000331	COPIER 11/1-30 FIRE ADM/PREV	10/31/20	279629	192.00-



00001 SPARKMAN, KEITHA	RESTITUTION	00202132	20000282	RESTITUTION PYMT (2 MONTHS)	10/31/20	279649	200.00-
-----							
SPARKMAN, KEITHA							
Sum							200.00-
00001 SPEEDY PRINTING & SIGNS	28327	00203092	20000462	STREET MARKERS TRAFFIC DEPT	10/31/20	279650	40.00-
-----							
SPEEDY PRINTING & SIGNS							
Sum							40.00-
00001 SPIRE ENERGY	10/20 GENERA	00020212	20000471	MNTHLY GAS-GENERAL	10/31/20	279651	403.19-
-----							
SPIRE ENERGY							
Sum							403.19-
00001 STAPLES	3459345121	00202916	20000325	USB MICROPHONE MPO DIV	10/31/20	279652	123.49-
00001 STAPLES	3460009626	00203147	20000473	OFFICE SUPP NBRHD COORD	10/31/20	279652	31.18-
00001 STAPLES	3460009624	00203143	20000482	OFFICE SUPP LAND CODE DIV	10/31/20	279652	306.59-
00001 STAPLES	3460009625	00203143	20000483	OFFICE SUPP LAND CODE DIV	10/31/20	279652	21.09-
-----							
STAPLES							
Sum							482.35-
00001 SUBWAY RESTAURANT (REFUN	RESTITUTION-	00202133	20000312	RESTITUTION PYMT	10/31/20	279653	45.56-
-----							
SUBWAY RESTAURANT (REFUN							
Sum							45.56-
00001 TERRY'S BACKHOE AND TREE	1660	00203125	20000455	CLEAR LOT 1115 EAST HARDY ST	10/31/20	279655	2,955.60-
00001 TERRY'S BACKHOE AND TREE	1661	00203125	20000456	CLEAR LOT 108 DONALD ST	10/31/20	279655	807.20-
00001 TERRY'S BACKHOE AND TREE	1662	00203125	20000457	CLEAR LOT 106 DONALD ST	10/31/20	279655	546.50-
00001 TERRY'S BACKHOE AND TREE	1664	00203125	20000458	CLEAR LOT 535 W 4TH ST	10/31/20	279655	7,241.94-
00001 TERRY'S BACKHOE AND TREE	1663	00203125	20000459	CLEAR LOT 416 S 15TH AVE	10/31/20	279655	1,690.20-
00001 TERRY'S BACKHOE AND TREE	1666	00203125	20000460	CLEAR LOT 307 4TH AVE	10/31/20	279655	1,048.28-
-----							
TERRY'S BACKHOE AND TREE							
Sum							14,289.72-
00001 TMH	211447 (A)	00203006	20000356	SRVS COURT AUP-FINAL	10/31/20	279660	1,687.50-
00001 TMH	211447 (B)	00203006	20000357	SRVS FY 19 AUDIT-FINAL	10/31/20	279660	21,032.15-
00001 TMH	211446	00203007	20000358	SRVS INTERIM BILL FY 20 AUDIT	10/31/20	279660	21,150.00-
-----							
TMH							
Sum							43,869.65-
00001 TRI-TECH INC	336126	00202747	20000266	BLOOD URINE SPECIMAN COLLECT	10/31/20	279661	366.00-
-----							
TRI-TECH INC							
Sum							366.00-
00001 TRUCKPRO LLC	039-0683746	00201440	20000333	BRAKE REPR PTS SANIT UNITS	10/31/20	279663	2,386.20-
00001 TRUCKPRO LLC	039-0675832	00202997	20000334	BRAKE REPR PTS GARBAGE TRUCKS	10/31/20	279663	564.92-
-----							
TRUCKPRO LLC							
Sum							2,951.12-
00001 TYLER TECHNOLOGIES INC	045-317659	00203188	20000475	TYLER TECH MUNIS IMPLEMENTATN	10/31/20	279664	14,000.00-
-----							
TYLER TECHNOLOGIES INC							
Sum							14,000.00-



00001 U S POSTAL SERVICE POSTA POSTAGE PO#2 00203213 20000515 MAIL MACHINE POSTAGE C HALL	10/31/20	279665	10,000.00-
			-----
U S POSTAL SERVICE POSTA			
Sum			10,000.00-
00001 U SAVE AUTO RENTAL 18621 00202790 20000298 VAN RENT 10/14 RECRUITS JKSN	10/31/20	279666	99.95-
			-----
U SAVE AUTO RENTAL			
Sum			99.95-
00001 ULINE 124546938 00202339 20000327 EVIDENCE BOXES POLICE DEPT	10/31/20	279667	766.70-
00001 ULINE 125467544 00202890 20000492 DRIVER GLOVES CEMETERY	10/31/20	279667	182.78-
			-----
ULINE			
Sum			949.48-
00001 UNITED PARCEL SERVICE IN 00008E1Y1541 00203090 20000414 LATE PYMT FEE 8/8/2020 POLICE	10/31/20	279668	1.40-
			-----
UNITED PARCEL SERVICE IN			
Sum			1.40-
00001 UNIVERSITY TIRE & SERVIC INV162753 00203028 20000477 TIRES POLICE DEPT STOCK	10/31/20	279669	2,920.76-
			-----
UNIVERSITY TIRE & SERVIC			
Sum			2,920.76-
00001 W GEOTECHNICAL AND TESTI 4488 00203214 20000533 MATLS TESTS PUB SAFETY COMPLX	10/31/20	279673	1,450.00-
			-----
W GEOTECHNICAL AND TESTI			
Sum			1,450.00-
00001 WALLEY, MELISSA RESTITUTION 00202134 20000283 RESTITUTION PYMT	10/31/20	279676	300.00-
			-----
WALLEY, MELISSA			
Sum			300.00-
00001 WARREN PAVING INC 37043 00202407 20000313 HOT ASPHALT VARI LOC	10/31/20	279679	259.96-
00001 WARREN PAVING INC 37126 00202407 20000314 HOT ASPHALT VARI LOC	10/31/20	279679	86.02-
00001 WARREN PAVING INC 37237 00202407 20000315 HOT ASPHALT VARI LOC	10/31/20	279679	168.88-
00001 WARREN PAVING INC 37271 00202407 20000316 HOT ASPHALT VARI LOC	10/31/20	279679	372.55-
00001 WARREN PAVING INC 37278 00202407 20000317 HOT ASPHALT VARI LOC	10/31/20	279679	172.04-
00001 WARREN PAVING INC 37300 00202407 20000318 HOT ASPHALT VARI LOC	10/31/20	279679	239.09-
00001 WARREN PAVING INC 37392 00202407 20000319 HOT ASPHALT VARI LOC	10/31/20	279679	206.20-
00001 WARREN PAVING INC 37398 00202407 20000320 HOT ASPHALT VARI LOC	10/31/20	279679	284.63-
00001 WARREN PAVING INC 37565 00202407 20000321 HOT ASPHALT VARI LOC	10/31/20	279679	32.26-
00001 WARREN PAVING INC 37927 00202900 20000463 LIMESTONE PUBLIC WORKS	10/31/20	279679	3,686.38-
00001 WARREN PAVING INC 37999 00202900 20000464 LIMESTONE PUBLIC WORKS	10/31/20	279679	113.24-
00001 WARREN PAVING INC 200352.2 00200352 20000497 PAVING PK LOT E 4TH & MOBILE	10/31/20	279679	12,280.73-
			-----
WARREN PAVING INC			
Sum			17,901.98-
00001 WASTE MANAGEMENT OF SOUT 0012362-2526 00202963 20000338 RUBBISH DISP 9/17-30 SANIT	10/31/20	279680	877.79-
00001 WASTE MANAGEMENT OF SOUT 0012390-2525 00203166 20000489 RUBBISH DISPOSAL 10/1-15/2020	10/31/20	279680	1,836.41-
			-----
WASTE MANAGEMENT OF SOUT			
Sum			2,714.20-

00001 WASTE OIL COLLECTORS INC 0024160	00202886 20000425 EXPIRED FUEL DISPOSAL AIRPORT	10/31/20	279681	1,650.00-
				-----
WASTE OIL COLLECTORS INC				
Sum				1,650.00-
00001 WATCH GUARD VIDEO	SRINV0020646 00201939 20000518 DVR REPAIR POLICE DEPT	10/31/20	279682	380.00-
				-----
WATCH GUARD VIDEO				
Sum				380.00-
00001 WEBBS PAINT COMPANY	091359 00202034 20000386 PRIME COAT PK GARG ALLEYWAY	10/31/20	279685	1,875.00-
00001 WEBBS PAINT COMPANY	091362 00202384 20000387 LABOR CHG WASH PINE ST GARAGE	10/31/20	279685	775.50-
00001 WEBBS PAINT COMPANY	091361 00202384 20000388 LABOR PRESSURE WASH CITY HALL	10/31/20	279685	7,150.00-
				-----
WEBBS PAINT COMPANY				
Sum				9,800.50-
00001 WHEELER'S JANITORIAL SUP 079899	00202495 20000385 TRASH BAGS ENGR DEPT	10/31/20	279686	30.00-
				-----
WHEELER'S JANITORIAL SUP				
Sum				30.00-
00001 WORKWELL SERVICES (NEW V 50447	00203046 20000397 DRUG SCREENS	10/31/20	279689	184.00-
00001 WORKWELL SERVICES (NEW V 51497	00203046 20000398 DRUG SCREENS	10/31/20	279689	75.00-
				-----
WORKWELL SERVICES (NEW V				
Sum				259.00-
00001 98 WASTE LLC	3029 00203058 20000410 RUBBISH DISPOSAL 10/1-7 SANIT	10/31/20	279691	7,840.00-
				-----
98 WASTE LLC				
Sum				7,840.00-
				-----
Sum				1,633,258.99-

## CITY OF HATTIESBURG

## DOCKET OF CLAIMS

Date - 10/28/20

PERIOD ENDING OCTOBER 31, 2020

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 AGRI-AFC LLC	5741241	00202629	20000072	RYE GRASS/FERTILIZER VET PARK	10/31/20	279451	81.01-
00002 AGRI-AFC LLC	5744914	00202975	20000073	ANT POISON TATUM PARK FLDS	10/31/20	279451	2,502.00-
-----							
AGRI-AFC LLC							
Sum							2,583.01-
00002 AIRGAS USA LLC (NORDAN S	9974084718	00202949	20000061	CYLINDER RENT GRNDS MAINT	10/31/20	279452	94.46-
-----							
AIRGAS USA LLC (NORDAN S							
Sum							94.46-
00002 ATCO INTERNATIONAL	I0565057	00202897	20000070	JANIT SUPP GRNDS MAINT	10/31/20	279467	637.21-
00002 ATCO INTERNATIONAL	I0560246	00201139	20000091	COVID-19 SUPP TATUM REC OFFICE	10/31/20	279467	120.00-
-----							
ATCO INTERNATIONAL							
Sum							757.21-
00002 BRACKMAN MOWER WAREHOUSE	56804	00201752	20000064	REPRS U#19465 MOWER	10/31/20	279477	360.50-
00002 BRACKMAN MOWER WAREHOUSE	57264	00201976	20000065	REPR PTS U#20322 MOWER	10/31/20	279477	81.95-
00002 BRACKMAN MOWER WAREHOUSE	57255	00202351	20000066	REPRS U#18478 MOWER	10/31/20	279477	564.00-
00002 BRACKMAN MOWER WAREHOUSE	57265	00202358	20000067	LABOR CHARGE 10 MOWERS	10/31/20	279477	200.00-
00002 BRACKMAN MOWER WAREHOUSE	57725	00202931	20000081	REPRS U#20744 MOWER	10/31/20	279477	402.95-
00002 BRACKMAN MOWER WAREHOUSE	57728	00202932	20000082	REPRS U#19464 MOWER	10/31/20	279477	140.73-
00002 BRACKMAN MOWER WAREHOUSE	57727	00202933	20000083	REPRS U#19303 MOWER	10/31/20	279477	47.50-
00002 BRACKMAN MOWER WAREHOUSE	57726(A)	00202934	20000084	BLADES U#21597 MOWER	10/31/20	279477	42.00-
00002 BRACKMAN MOWER WAREHOUSE	57726(B)	00202935	20000087	LABOR CHG U#21597 MOWER	10/31/20	279477	20.00-
-----							
BRACKMAN MOWER WAREHOUSE							
Sum							1,859.63-
00002 BRALEY, KYMBERLY GARRAWA	PO#201204 9/	00201204	20000089	PAINT MURAL PINE ST PK GARAGE	10/31/20	279478	5,000.00-
00002 BRALEY, KYMBERLY GARRAWA	PO#203054 9/	00203054	20000090	ADDL AMT DUE PO#201204	10/31/20	279478	400.00-
-----							
BRALEY, KYMBERLY GARRAWA							
Sum							5,400.00-
00002 BRUNSON, JOSHUA L	OFFICIAL 10/	00202164	20000126	OFFICIAL-ADULT FLAG FTBALL	10/31/20	279481	60.00-
-----							
BRUNSON, JOSHUA L							
Sum							60.00-
00002 CARQUEST AUTO PARTS STOR	14758-146294	00201514	20000155	REPR PTS U#8667 GRNDS MAINT	10/31/20	279490	39.74-
-----							
CARQUEST AUTO PARTS STOR							
Sum							39.74-
00002 CINTAS CORPORATION #J66	4063259835	00203107	20000107	MOP/MAT 10/01 GRNDS MAINT	10/31/20	279499	19.51-
00002 CINTAS CORPORATION #J66	4063818995	00203107	20000108	MOP/MAT 10/08 GRNDS MAINT	10/31/20	279499	19.51-
00002 CINTAS CORPORATION #J66	4064470589	00203107	20000109	MOP/MAT 10/15 GRNDS MAINT	10/31/20	279499	19.51-
00002 CINTAS CORPORATION #J66	4065124789	00203107	20000110	MOP/MAT 10/22 GRNDS MAINT	10/31/20	279499	19.51-
00002 CINTAS CORPORATION #J66	4063259991	00203107	20000111	UNIFORMS 10/01 GRNDS MAINT	10/31/20	279499	120.18-
00002 CINTAS CORPORATION #J66	4063819245	00203107	20000112	UNIFORMS 10/08 GRNDS MAINT	10/31/20	279499	120.18-

[illegible]

00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 10/	00202164	20000133	OFFICIAL-ADULT SOFTBALL	10/31/20	279522	245.00-
							-----
ESTERS, WILLARD (BUTCH)							
Sum							245.00-
00002 EVANS, TANYA	SPORTS SRVS	00202160	20000142	SPORTS SUPPORT SERVICES	10/31/20	279523	30.00-
00002 EVANS, TANYA	SPORTS SRVS	00202160	20000148	SPORTS SUPPORT SERVICES	10/31/20	279523	30.00-
							-----
EVANS, TANYA							
Sum							60.00-
00002 GILKEY ELECTRIC SUPPLY C	328961	00202449	20000079	ELEC SUPP DUNCAN LAKE LIGHTS	10/31/20	279531	130.00-
							-----
GILKEY ELECTRIC SUPPLY C							
Sum							130.00-
00002 GO YOUNG FASHIONS	10040	00202918	20000074	STAFF SHIRTS GRNDS MAINT	10/31/20	279534	74.97-
							-----
GO YOUNG FASHIONS							
Sum							74.97-
00002 GUTHRIE, JONI S	SPORTS SRVS	00202161	20000149	SPORTS SUPPORT SERVICES	10/31/20	279538	180.00-
							-----
GUTHRIE, JONI S							
Sum							180.00-
00002 H'BURG ARTS COUNCIL	2020-739	00203037	20000068	2021 CONTRACT	10/21/20	20035	20,760.00-
							-----
H'BURG ARTS COUNCIL							
Sum							20,760.00-
00002 H'BURG YOUTH SOCCER ASSN	2020-737	00203038	20000069	2021 CONTRACT	10/21/20	20036	20,000.00-
							-----
H'BURG YOUTH SOCCER ASSN							
Sum							20,000.00-
00002 HAVARD PEST CONTROL INC	1669423	00020212	20000157	QTRLY SRV BOYS BROTHERHOOD	10/31/20	279545	48.00-
							-----
HAVARD PEST CONTROL INC							
Sum							48.00-
00002 HUGHES SUPPLY	S159712677.0	00202636	20000102	A/C ELEC SUPP PEOPLE PARK	10/31/20	279552	887.50-
							-----
HUGHES SUPPLY							
Sum							887.50-
00002 JACKSON, TINA	OFFICIAL 10/	00202163	20000120	OFFICIAL-KICKBALL	10/31/20	279560	40.00-
00002 JACKSON, TINA	OFFICIAL 10/	00202164	20000130	OFFICIAL-ADULT SOFTBALL	10/31/20	279560	180.00-
							-----
JACKSON, TINA							
Sum							220.00-
00002 JAMES, CHARLES D	OFFICIAL 10/	00202164	20000127	OFFICIAL-ADULT FLAG FTBALL	10/31/20	279561	45.00-
							-----
JAMES, CHARLES D							
Sum							45.00-
00002 JEFCOAT FENCE OF HATTIES	0022525	00202834	20000086	RAILS TO TRAILS FENCING	10/31/20	279563	1,297.67-
							-----
JEFCOAT FENCE OF HATTIES							
Sum							1,297.67-

00002 JOHNSON, MARCUS J	OFFICIAL 10/	00202162	20000117	OFFICIAL-KICKBALL	10/31/20	279564	88.00-
00002 JOHNSON, MARCUS J	SPORTS SRVS	00202159	20000134	SPORTS SUPPORT SERVICES	10/31/20	279564	40.00-
-----							
JOHNSON, MARCUS J							
Sum							128.00-
00002 KETTLEY, ANNETTE	SPORTS SRVS	00202159	20000136	SPORTS SUPPORT SERVICES	10/31/20	279567	96.00-
-----							
KETTLEY, ANNETTE							
Sum							96.00-
00002 KETTLEY, VERONICA	SPORTS SRVS	00202159	20000135	SPORTS SUPPORT SERVICES	10/31/20	279568	56.00-
-----							
KETTLEY, VERONICA							
Sum							56.00-
00002 LANCASTER'S MACHINE & WE	024652	00203040	20000106	REPRS U#21011 TRAILER	10/31/20	279572	125.00-
-----							
LANCASTER'S MACHINE & WE							
Sum							125.00-
00002 MARTIN, MAGDALINE	SPORTS SRVS	00202161	20000151	SPORTS SUPPORT SERVICES	10/31/20	279582	48.00-
-----							
MARTIN, MAGDALINE							
Sum							48.00-
00002 MCCULLUM, JUSTIN O	SPORTS SRVS	00202160	20000140	SPORTS SUPPORT SERVICES	10/31/20	279583	24.00-
00002 MCCULLUM, JUSTIN O	SPORTS SRVS	00202160	20000143	SPORTS SUPPORT SERVICES	10/31/20	279583	24.00-
-----							
MCCULLUM, JUSTIN O							
Sum							48.00-
00002 MCCULLUM, LORINE	SPORTS SRVS	00202160	20000141	SPORTS SUPPORT SERVICES	10/31/20	279584	24.00-
00002 MCCULLUM, LORINE	SPORTS SRVS	00202160	20000144	SPORTS SUPPORT SERVICES	10/31/20	279584	24.00-
-----							
MCCULLUM, LORINE							
Sum							48.00-
00002 MCELHANEY PLUMBING INC	285024	00202804	20000080	PLUMB SUPP DAHMER PARK	10/31/20	279585	67.95-
-----							
MCELHANEY PLUMBING INC							
Sum							67.95-
00002 MOSS, SHANIA A	SPORTS SRVS	00202160	20000146	SPORTS SUPPORT SERVICES	10/31/20	279593	24.00-
-----							
MOSS, SHANIA A							
Sum							24.00-
00002 MS POWER COMPANY	10/20 PKS/RE	00020212	20000156	MNTHLY ELEC-PARKS & REC	10/31/20	279596	16,382.83-
-----							
MS POWER COMPANY							
Sum							16,382.83-
00002 N & H ELECTRONIC DISTRIB	211225	00202912	20000153	ZIP TIES GRNDS MAINT	10/31/20	279600	96.30-
-----							
N & H ELECTRONIC DISTRIB							
Sum							96.30-
00002 NEWELL PAPER COMPANY	4090588	00201758	20000094	JANIT SUPP GRNDS MAINT	10/31/20	279603	125.98-
00002 NEWELL PAPER COMPANY	4090650	00201758	20000095	JANIT SUPP GRNDS MAINT	10/31/20	279603	27.59-
00002 NEWELL PAPER COMPANY	4090814	00201758	20000096	JANIT SUPP GRNDS MAINT	10/31/20	279603	81.22-
00002 NEWELL PAPER COMPANY	4094298	00201758	20000097	JANIT SUPP GRNDS MAINT	10/31/20	279603	288.00-
00002 NEWELL PAPER COMPANY	4094428	00202988	20000098	JANIT SUPP GRNDS MAINT	10/31/20	279603	254.57-

00002 NEWELL PAPER COMPANY	4094300	00202044	20000099	WASP SPRAY GRNDS MAINT	10/31/20	279603	576.00-
00002 NEWELL PAPER COMPANY	4091618	00202044	20000100	JANIT SUPP GRNDS MAINT	10/31/20	279603	162.44-
							-----
NEWELL PAPER COMPANY							
Sum							1,515.80-
00002 O'NEAL, KYLE J	OFFICIAL 10/	00202164	20000128	OFFICIAL-ADULT FLAG FTBALL	10/31/20	279607	15.00-
							-----
O'NEAL, KYLE J							
Sum							15.00-
00002 POWELL, RANDY	OFFICIAL 10/	00202162	20000116	OFFICIAL-KICKBALL	10/31/20	279621	48.00-
00002 POWELL, RANDY	OFFICIAL 10/	00202163	20000118	OFFICIAL-KICKBALL	10/31/20	279621	315.00-
00002 POWELL, RANDY	SPORTS SRVS	00202159	20000138	SPORTS SUPPORT SERVICES	10/31/20	279621	64.00-
00002 POWELL, RANDY	SPORTS SRVS	00202159	20000139	SPORTS SUPPORT SERVICES	10/31/20	279621	48.00-
							-----
POWELL, RANDY							
Sum							475.00-
00002 RUFFIN, SAMAYA J	SPORTS SRVS	00202160	20000145	SPORTS SUPPORT SERVICES	10/31/20	279632	24.00-
							-----
RUFFIN, SAMAYA J							
Sum							24.00-
00002 SHABAZZ, AMATULLAH	SPORTS SRVS	00202161	20000152	SPORTS SUPPORT SERVICES	10/31/20	279636	48.00-
							-----
SHABAZZ, AMATULLAH							
Sum							48.00-
00002 SHERWIN-WILLIAMS COMPANY	2857-0	00201166	20000057	BLDG MATLS TATUM TENNIS	10/31/20	279637	50.23-
							-----
SHERWIN-WILLIAMS COMPANY							
Sum							50.23-
00002 SMITH, CARLTON L	OFFICIAL 10/	00202164	20000131	OFFICIAL-ADULT SOFTBALL	10/31/20	279639	220.00-
							-----
SMITH, CARLTON L							
Sum							220.00-
00002 SMITH, GABRIELLE	REFUND DAMAG	00202144	20000062	DAMAGE DEPOSIT REFUND	10/31/20	279640	100.00-
							-----
SMITH, GABRIELLE							
Sum							100.00-
00002 SMITH, MARCUS L	OFFICIAL 10/	00202164	20000123	OFFICIAL-ADULT FLAG FTBALL	10/31/20	279641	60.00-
							-----
SMITH, MARCUS L							
Sum							60.00-
00002 SOUTHERN TIRE MART LLC (	2520047207	00203000	20000085	TIRE U#21625 TRAILER	10/31/20	279647	78.00-
00002 SOUTHERN TIRE MART LLC (	2520045585	00202525	20000103	REPRS U#20745 MOWER	10/31/20	279647	75.58-
00002 SOUTHERN TIRE MART LLC (	2520046371	00202805	20000104	TIRE REPR U#17085 MOWER	10/31/20	279647	24.50-
00002 SOUTHERN TIRE MART LLC (	2520046438	00202833	20000105	TIRE REPR U#19303 MOWER	10/31/20	279647	29.25-
							-----
SOUTHERN TIRE MART LLC (							
Sum							207.33-
00002 SPIRE ENERGY	10/20 PKS/RE	00020212	20000115	MNTHLY GAS-PARKS & REC	10/31/20	279651	26.00-
							-----
SPIRE ENERGY							
Sum							26.00-

00002 TERRELL, WINSTON	OFFICIAL 10/ 00202164 20000132 OFFICIAL-ADULT SOFTBALL	10/31/20	279654	270.00-
TERRELL, WINSTON				-----
Sum				270.00-
00002 TROTTER, COREY	OFFICIAL 10/ 00202164 20000129 OFFICIAL-ADULT SOFTBALL	10/31/20	279662	100.00-
TROTTER, COREY				-----
Sum				100.00-
00002 VESELY'S NURSERY	PO#202914 10 00202914 20000075 MUMS FOR DOWNTOWN	10/31/20	279672	125.00-
VESELY'S NURSERY				-----
Sum				125.00-
00002 WAL-MART STORES INC	P927300MH01K 00202870 20000154 SENIOR FARE SUPPLIES 10/16/20	10/31/20	279674	66.81-
WAL-MART STORES INC				-----
Sum				66.81-
00002 WALCK, SUSAN A	SPORTS SRVS 00202161 20000150 SPORTS SUPPORT SERVICES	10/31/20	279675	80.00-
WALCK, SUSAN A				-----
Sum				80.00-
00002 WATTS, AARION L	OFFICIAL 10/ 00202164 20000122 OFFICIAL-ADULT FLAG FTBALL	10/31/20	279684	15.00-
WATTS, AARION L				-----
Sum				15.00-
00002 WOOD, JOSHUA J	OFFICIAL 10/ 00202164 20000121 OFFICIAL-ADULT FLAG FTBALL	10/31/20	279688	45.00-
WOOD, JOSHUA J				-----
Sum				45.00-
Sum				-----
				142,832.41-



Date - 10/28/20

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PAYROLL FUND							
00006 GULFCO OF MS (GARN)	Y WILBORN	1 00020216	20000029	REMIT FUNDS WITHHELD 10/20	10/21/20	60255	167.26-
							-----
GULFCO OF MS (GARN)							
Sum							167.26-
00006 JOHNSON, AYLEEYA (GARNIS C HAYES	10/	00020216	20000031	REMIT FUNDS WITHHELD 10/20	10/21/20	60263	108.78-
							-----
JOHNSON, AYLEEYA (GARNIS							
Sum							108.78-
00006 PROVIDENT LIFE AND ACCID 10/2020		00202112	20000034	10/20 MILLAGE	10/21/20	60266	1,415.38-
							-----
PROVIDENT LIFE AND ACCID							
Sum							1,415.38-
00006 RENT A CENTER (GARN)	G PORTER	10 00020216	20000028	REMIT FUNDS WITHHELD 10/20	10/21/20	60259	226.78-
							-----
RENT A CENTER (GARN)							
Sum							226.78-
00006 SOUTHERN FINANCIAL SYSTE M HYATT 10/2	00020216	20000021	REMIT FUNDS WITHHELD 10/20	10/21/20	60260	232.90-	
							-----
SOUTHERN FINANCIAL SYSTE							
Sum							232.90-
00006 STEADMAN, SUSAN K (GARN) C HATHORN	3 00020216	20000020	REMIT FUNDS WITHHELD 10/20	10/21/20	60261	76.14-	
							-----
STEADMAN, SUSAN K (GARN)							
Sum							76.14-
							-----
Sum							2,227.24-

## CITY OF HATTIESBURG

## DOCKET OF CLAIMS

Date - 10/28/20

PERIOD ENDING OCTOBER 31, 2020

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 ALLBRITTON CHAIN SAW & L	75265	00202983	20000099	REPRS U#21000 SEWER DEPT	10/31/20	279455	399.47-
00009 ALLBRITTON CHAIN SAW & L	75264	00202984	20000100	REPRS U#20999 SEWER DEPT	10/31/20	279455	273.16-
-----							
ALLBRITTON CHAIN SAW & L							672.63-
Sum							
00009 ALLIED UNIVERSAL CORP	I1662565	00202691	20000062	CHEMICALS SOUTH LAGOON	10/31/20	279456	6,068.60-
00009 ALLIED UNIVERSAL CORP	I1662566	00202691	20000063	CHEMICALS WTR PLT #2	10/31/20	279456	1,761.45-
-----							
ALLIED UNIVERSAL CORP							7,830.05-
Sum							
00009 AMERICAN AIR SPECIALISTS	44392	00202944	20000067	A/C REPR WTR BILLING OFFICE	10/31/20	279458	156.30-
00009 AMERICAN AIR SPECIALISTS	44545	00203157	20000112	HEATER REPR WTR BILLING OFFC	10/31/20	279458	372.20-
-----							
AMERICAN AIR SPECIALISTS							528.50-
Sum							
00009 AT&T MOBILITY	287273861504	00202952	20000065	GPS TRACKING 9/20 WATER DEPT	10/31/20	279466	244.93-
-----							
AT&T MOBILITY							244.93-
Sum							
00009 AUTO ARMATURE SERVICE IN	22701	00202774	20000095	BATTERIES U#15916 WTR TRANS	10/31/20	279468	333.90-
-----							
AUTO ARMATURE SERVICE IN							333.90-
Sum							
00009 BRUCE AUTO RECYCLING	468940	00202881	20000066	SIDE MIRRORS U#11211 WTR BLNG	10/31/20	279480	170.00-
-----							
BRUCE AUTO RECYCLING							170.00-
Sum							
00009 BYRD, WADE J.	PO#202980 10	00202980	20000078	CERTIFIED WTR OPERATOR/RECORD	10/31/20	279484	3,000.00-
-----							
BYRD, WADE J.							3,000.00-
Sum							
00009 CARQUEST AUTO PARTS STOR	14758-149064	00202844	20000057	REPR PTS U#11211 WTR BILLING	10/31/20	279490	53.94-
00009 CARQUEST AUTO PARTS STOR	14758-149302	00202893	20000093	REPR PTS U#21592 SEWER	10/31/20	279490	185.64-
00009 CARQUEST AUTO PARTS STOR	14758-149486	00203088	20000101	REPR PTS U#11211 WTR BILLING	10/31/20	279490	119.73-
-----							
CARQUEST AUTO PARTS STOR							359.31-
Sum							
00009 CENTRAL PIPE SUPPLY INC	S100230078.0	00202311	20000080	PLUMB SUPP SEWER WAREHOUSE	10/31/20	279491	1,460.20-
-----							
CENTRAL PIPE SUPPLY INC							1,460.20-
Sum							
00009 CERTIFIED LABORATORIES	7139364	00202778	20000079	CHEMICALS SEWER DEPT	10/31/20	279492	14,964.10-
-----							
CERTIFIED LABORATORIES							14,964.10-
Sum							

00009	CINTAS CORPORATION #J66	4064731512	00202996	20000081	UNIFORMS 10/19 WTR TRANS	10/31/20	279499	154.63-
00009	CINTAS CORPORATION #J66	4064731512	00202996	20000082	UNIFORMS 10/19 WTR PLANTS	10/31/20	279499	46.27-
00009	CINTAS CORPORATION #J66	4064731512	00202996	20000083	UNIFORMS 10/19 SEWER	10/31/20	279499	28.80-
00009	CINTAS CORPORATION #J66	4064731512	00202996	20000084	UNIFORMS 10/19 MAINTENANCE	10/31/20	279499	14.58-
00009	CINTAS CORPORATION #J66	4064731094	00202994	20000085	MOP/MAT 10/19 WTR PLANTS	10/31/20	279499	21.88-
00009	CINTAS CORPORATION #J66	4064090926	00203033	20000089	UNIFORMS 10/12 WTR SERV MEN	10/31/20	279499	51.00-
00009	CINTAS CORPORATION #J66	4064731982	00203033	20000090	UNIFORMS 10/19 WTR SERV MEN	10/31/20	279499	57.01-
00009	CINTAS CORPORATION #J66	4060855593	00203066	20000102	UNIFORMS 9/08 WTR SERVICE MEN	10/31/20	279499	51.00-
00009	CINTAS CORPORATION #J66	4065381308	00203179	20000116	UNIFORMS 10/26 WTR TRANS	10/31/20	279499	109.63-
00009	CINTAS CORPORATION #J66	4065381308	00203179	20000117	UNIFORMS 10/26 WTR PLANTS	10/31/20	279499	46.27-
00009	CINTAS CORPORATION #J66	4065381308	00203179	20000118	UNIFORMS 10/26 SEWER	10/31/20	279499	28.80-
00009	CINTAS CORPORATION #J66	4065381308	00203179	20000119	UNIFORMS 10/26 MAINTENANCE	10/31/20	279499	14.58-
00009	CINTAS CORPORATION #J66	4065380777	00203178	20000120	MOP/MAT 10/26 WTR PLANTS	10/31/20	279499	21.88-
-----								
CINTAS CORPORATION #J66								
Sum								646.33-
00009	CITY OF HATTIESBURG FUND TRF 2ND 10/2	00202145	20000086	TRF 2ND 10/2020 PAYROLL	10/20/20	90035	105,057.09-	
-----								
CITY OF HATTIESBURG FUND								
Sum								105,057.09-
00009	CORE & MAIN (HD SUPPLY W N039682	00202317	20000073	PLUMB SUPP SEWER WAREHOUSE	10/31/20	279507	2,042.68-	
00009	CORE & MAIN (HD SUPPLY W N056119	00202317	20000074	PLUMB SUPP SEWER WAREHOUSE	10/31/20	279507	2,510.90-	
00009	CORE & MAIN (HD SUPPLY W N113366	00202317	20000075	PLUMB SUPP SEWER WAREHOUSE	10/31/20	279507	443.97-	
00009	CORE & MAIN (HD SUPPLY W N176423	00202793	20000113	PLUMB SUPP WTR TRANS DEPT	10/31/20	279507	2,425.18-	
-----								
CORE & MAIN (HD SUPPLY W								
Sum								7,422.73-
00009	DOLEAC ELECTRIC CO INC 20ELPS-X1	00202554	20000069	GENERATOR REPR E LAUREL STA	10/31/20	279511	580.00-	
00009	DOLEAC ELECTRIC CO INC 20PTS-X1	00202554	20000070	GENERATOR REPR PINE TREE STA	10/31/20	279511	340.00-	
00009	DOLEAC ELECTRIC CO INC 20TCCS-X1	00202554	20000071	GENERATOR REPR TURTLE CRK CRS	10/31/20	279511	340.00-	
00009	DOLEAC ELECTRIC CO INC 20MSS-X1	00202554	20000072	GENERATOR REPR MAMMOTH SPRNGS	10/31/20	279511	220.00-	
-----								
DOLEAC ELECTRIC CO INC								
Sum								1,480.00-
00009	ELKINS WHOLESALE INC 434698	00202794	20000105	HIP WADERS WTR TRANS CREW	10/31/20	279518	287.73-	
-----								
ELKINS WHOLESALE INC								
Sum								287.73-
00009	EQUIPMENT INC 165503663	00202719	20000098	REPAIRS U#20378 WTR TRANS	10/31/20	279521	2,164.00-	
-----								
EQUIPMENT INC								
Sum								2,164.00-
00009	HAVARD PEST CONTROL INC 1669439	00020212	20000123	QTRLY SRV WTR PLT LOWER	10/31/20	279545	48.00-	
00009	HAVARD PEST CONTROL INC 1669442	00020212	20000124	QTRLY SRV BURKETT SWR STA	10/31/20	279545	40.00-	
-----								
HAVARD PEST CONTROL INC								
Sum								88.00-
00009	L & A CONTRACTING CO 483-172	00202910	20000064	AERATOR MNT 9/21-10/4 LAGOONS	10/31/20	279569	40,060.00-	
00009	L & A CONTRACTING CO 483-173	00203171	20000115	AERATOR MNT 10/5-18 LAGOONS	10/31/20	279569	40,355.00-	
-----								
L & A CONTRACTING CO								
Sum								80,415.00-

00009 MCELHANEY PLUMBING INC	285399	00202946 20000114 PLUMB SUPP WTR PLT #2	10/31/20	279585	272.74-
00009 MCELHANEY PLUMBING INC	284965	00203076 20000121 BOLT CUTTERS/COVERS SEWER DEP	10/31/20	279585	89.85-
-----					
MCELHANEY PLUMBING INC					
Sum					362.59-
00009 MISSION COMMUNICATIONS	1045353	00202947 20000077 SRV CRECHALE/MAYFAIR LIFT STA	10/31/20	279587	694.80-
-----					
MISSION COMMUNICATIONS					
Sum					694.80-
00009 MS POWER COMPANY	10/20 W&SO&M	00020212 20000122 MNTHLY ELEC-W&SO&M	10/31/20	279596	81,263.06-
-----					
MS POWER COMPANY					
Sum					81,263.06-
00009 NEWELL PAPER COMPANY	4093619	00202585 20000091 JANIT SUPP WTR PLANT	10/31/20	279603	485.37-
00009 NEWELL PAPER COMPANY	4093937	00202585 20000092 JANIT SUPP WTR PLANT	10/31/20	279603	38.52-
-----					
NEWELL PAPER COMPANY					
Sum					523.89-
00009 NORTH LAMAR WATER ASSN	SEWER BILLIN	00203020 20000087 SEWER BILLING 10/2020	10/31/20	279606	157.00-
-----					
NORTH LAMAR WATER ASSN					
Sum					157.00-
00009 OWENS BUSINESS MACHINES	404815	00203077 20000103 COPIER 9/2020-9/2021 WTR PLT	10/31/20	279612	390.00-
-----					
OWENS BUSINESS MACHINES					
Sum					390.00-
00009 PARISH TRACTOR (HATTIESB	02-142859	00202828 20000060 DUST COVERS U#21605 SEWER	10/31/20	279614	16.22-
00009 PARISH TRACTOR (HATTIESB	02-142784	00202784 20000061 ZERO TURN MOWERS SEWER DEPT	10/31/20	279614	19,640.00-
00009 PARISH TRACTOR (HATTIESB	02-142658	00202575 20000094 MOWER REPR SEWER DEPT	10/31/20	279614	638.14-
00009 PARISH TRACTOR (HATTIESB	02-142934	00202892 20000104 REPRS U#22582 SEWER	10/31/20	279614	247.64-
-----					
PARISH TRACTOR (HATTIESB					
Sum					20,542.00-
00009 PATTERSON AUTO ELECTRIC	80650	00203098 20000108 REPRS U#21382 SEWER DEPT	10/31/20	279615	169.97-
-----					
PATTERSON AUTO ELECTRIC					
Sum					169.97-
00009 PEARL RIVER VALLEY EPA (	10/20 W&SO&M	00020212 20000109 MNTHLY 10/2020 PUBLIC SERVICES	10/31/20	279616	7,429.46-
-----					
PEARL RIVER VALLEY EPA (					
Sum					7,429.46-
00009 RAWLS SPRINGS UTILITY DI	SEWER BILLIN	00203034 20000088 SEWER BILLING 10/2020	10/31/20	279625	194.00-
-----					
RAWLS SPRINGS UTILITY DI					
Sum					194.00-
00009 SIGNS FIRST	H-73380	00201070 20000058 LETTERING VARI PLANT UNITS	10/31/20	279638	74.15-
-----					
SIGNS FIRST					
Sum					74.15-

00009 SOUTHERN PINE ELECTRIC P 10/20 W&SO&M 00020211 20000110 MNTHLY 10/2020 PUBLIC SERVICES	10/31/20	279646	1,407.94-
			-----
SOUTHERN PINE ELECTRIC P			
Sum			1,407.94-
00009 SOUTHERN TIRE MART LLC ( 2520046800 00202570 20000076 TRAILER TIRES U#20679/#21098	10/31/20	279647	300.00-
			-----
SOUTHERN TIRE MART LLC (			
Sum			300.00-
00009 SPIRE ENERGY 10/20 W&SO&M 00020212 20000111 MNTHLY GAS-W&SO&M	10/31/20	279651	47.00-
			-----
SPIRE ENERGY			
Sum			47.00-
00009 UNIVERSITY TIRE & SERVIC INV162244 00202882 20000068 TIRES U#11211 WTR BILLING	10/31/20	279669	582.20-
00009 UNIVERSITY TIRE & SERVIC INV161808 00202560 20000106 TIRE U#20445 WTR TRANS	10/31/20	279669	260.97-
00009 UNIVERSITY TIRE & SERVIC INV161819 00202649 20000107 WHEEL/TIRE U#20378 WTR TRANS	10/31/20	279669	167.58-
			-----
UNIVERSITY TIRE & SERVIC			
Sum			1,010.75-
00009 UTILITY SERVICE CO INC 6248 10/01/2 00202903 20000059 QUARTERLY TANK INSPECTIONS	10/31/20	279670	47,622.57-
			-----
UTILITY SERVICE CO INC			
Sum			47,622.57-
00009 WALT MASSEY CHEVROLET 400235 (B) 00202566 20000096 ADDL AMT DUE PO#20056	10/31/20	279677	446.40-
00009 WALT MASSEY CHEVROLET 400235 (A) 00202522 20000097 REPRS U#20056 LAGOON	10/31/20	279677	1,434.18-
			-----
WALT MASSEY CHEVROLET			
Sum			1,880.58-
			-----
Sum			391,194.26-

Date - 10/28/20

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 AMACKER, MONICA	METER DEP RF	00202143	20000073	METER DEPOSIT REFUND	10/31/20	279457	20.96-
AMACKER, MONICA							
Sum							20.96-
00011 BAJOIE, ARON 1	METER DEP RF	00202143	20000079	METER DEPOSIT REFUND	10/31/20	279471	20.96-
BAJOIE, ARON 1							
Sum							20.96-
00011 BB PROPERTY & MANAGEMENT	METER DEP RF	00202143	20000090	METER DEPOSIT REFUND	10/31/20	279473	75.00-
BB PROPERTY & MANAGEMENT							
Sum							75.00-
00011 BROWN, SHELLEY	METER DEP RF	00202143	20000085	METER DEPOSIT REFUND	10/31/20	279479	75.00-
BROWN, SHELLEY							
Sum							75.00-
00011 BUTLER, DWAYNE	METER DEP RF	00202143	20000084	METER DEPOSIT REFUND	10/31/20	279483	75.00-
BUTLER, DWAYNE							
Sum							75.00-
00011 COMMUNITY CONNECTIONS IN WTR	OVRPMT R	00202151	20000095	WATER OVERPAYMENT REFUND	10/31/20	279503	1,500.00-
COMMUNITY CONNECTIONS IN							
Sum							1,500.00-
00011 COWAN, DELSEANL1	METER DEP RF	00202143	20000074	METER DEPOSIT REFUND	10/31/20	279508	20.96-
COWAN, DELSEANL1							
Sum							20.96-
00011 DRAKE, TERRI	METER DEP RF	00202158	20000099	METER DEPOSIT REFUND	10/31/20	279513	20.96-
DRAKE, TERRI							
Sum							20.96-
00011 FREEDOM ENTERPRISES LLC	METER DEP RF	00202143	20000094	METER DEPOSIT REFUND	10/31/20	279529	20.96-
FREEDOM ENTERPRISES LLC							
Sum							20.96-
00011 GRAND MAGNOLIA PROPERTIE	METER DEP RF	00202143	20000093	METER DEPOSIT REFUND	10/31/20	279535	75.00-
GRAND MAGNOLIA PROPERTIE							
Sum							75.00-
00011 HALLMAN PROPERTY MANAGEM	METER DEP RF	00202143	20000089	METER DEPOSIT REFUND	10/31/20	279539	75.00-
HALLMAN PROPERTY MANAGEM							
Sum							75.00-

00011 HALLMAN PROPERTY MGMT 46 METER DEP RF 00202143 20000087 METER DEPOSIT REFUND	10/31/20	279540	75.00-
			-----
HALLMAN PROPERTY MGMT 46			
Sum			75.00-
00011 HARRIS, BELINDA FAY METER DEP RF 00202158 20000103 METER DEPOSIT REFUND	10/31/20	279542	75.00-
			-----
HARRIS, BELINDA FAY			
Sum			75.00-
00011 HERNANDEZ, RICARDO METER DEP RF 00202143 20000075 METER DEPOSIT REFUND	10/31/20	279546	20.96-
			-----
HERNANDEZ, RICARDO			
Sum			20.96-
00011 HINTON, DARNETT METER DEP RF 00202158 20000098 METER DEPOSIT REFUND	10/31/20	279548	20.96-
			-----
HINTON, DARNETT			
Sum			20.96-
00011 HOWARD, HILLARY D METER DEP RF 00202143 20000077 METER DEPOSIT REFUND	10/31/20	279550	37.96-
			-----
HOWARD, HILLARY D			
Sum			37.96-
00011 JEFCOAT FENCE METER DEP RF 00202143 20000070 METER DEPOSIT REFUND	10/31/20	279562	1.66-
			-----
JEFCOAT FENCE			
Sum			1.66-
00011 LA CASA I LLC METER DEP RF 00202143 20000083 METER DEPOSIT REFUND	10/31/20	279570	75.00-
			-----
LA CASA I LLC			
Sum			75.00-
00011 LA CASA I, LLC 27 METER DEP RF 00202143 20000088 METER DEPOSIT REFUND	10/31/20	279571	75.00-
			-----
LA CASA I, LLC 27			
Sum			75.00-
00011 LEE, TROY 309 METER DEP RF 00202143 20000086 METER DEPOSIT REFUND	10/31/20	279576	75.00-
			-----
LEE, TROY 309			
Sum			75.00-
00011 LING, ARLENE CHESTNUT METER DEP RF 00202158 20000102 METER DEPOSIT REFUND	10/31/20	279577	75.00-
			-----
LING, ARLENE CHESTNUT			
Sum			75.00-
00011 LONDON AND STETELMAN 814 METER DEP RF 00202158 20000101 METER DEPOSIT REFUND	10/31/20	279578	20.96-
			-----
LONDON AND STETELMAN 814			
Sum			20.96-
00011 MACKENDER, KYLE METER DEP RF 00202143 20000081 METER DEPOSIT REFUND	10/31/20	279579	75.00-
			-----
MACKENDER, KYLE			
Sum			75.00-
00011 MARSHALL, CORNELIUS METER DEP RF 00202143 20000082 METER DEPOSIT REFUND	10/31/20	279581	75.00-
			-----
MARSHALL, CORNELIUS			
Sum			75.00-

00011 MILLER, MISTY	METER DEP RF 00202158 20000097 METER DEPOSIT REFUND	10/31/20	279586	7.36-
MILLER, MISTY				-----
Sum				7.36-
00011 O'NEAL, NOAL	METER DEP RF 00202143 20000071 METER DEPOSIT REFUND	10/31/20	279608	20.96-
O'NEAL, NOAL				-----
Sum				20.96-
00011 PARDUE, DWIGHT MICHAEL	METER DEP RF 00202143 20000076 METER DEPOSIT REFUND	10/31/20	279613	75.00-
PARDUE, DWIGHT MICHAEL				-----
Sum				75.00-
00011 RAYBURN HOMES LLC 1109	METER DEP RF 00202143 20000091 METER DEPOSIT REFUND	10/31/20	279626	75.00-
RAYBURN HOMES LLC 1109				-----
Sum				75.00-
00011 SMITH, MELVIN LEWIS	METER DEP RF 00202158 20000100 METER DEPOSIT REFUND	10/31/20	279642	20.96-
SMITH, MELVIN LEWIS				-----
Sum				20.96-
00011 THOMPSON, TORIE	METER DEP RF 00202143 20000078 METER DEPOSIT REFUND	10/31/20	279657	14.96-
THOMPSON, TORIE				-----
Sum				14.96-
00011 THOMPSON, JOSEPHINE	METER DEP RF 00202158 20000096 METER DEPOSIT REFUND	10/31/20	279658	20.96-
THOMPSON, JOSEPHINE				-----
Sum				20.96-
00011 TIDWELL, JOHN	METER DEP RF 00202143 20000080 METER DEPOSIT REFUND	10/31/20	279659	37.96-
TIDWELL, JOHN				-----
Sum				37.96-
00011 WILSON, DAMEINE	METER DEP RF 00202143 20000072 METER DEPOSIT REFUND	10/31/20	279687	20.96-
WILSON, DAMEINE				-----
Sum				20.96-
00011 WRIGHT, GARRETT	METER DEP RF 00202143 20000092 METER DEPOSIT REFUND	10/31/20	279690	75.00-
WRIGHT, GARRETT				-----
Sum				75.00-
Sum				-----
				3,051.42-



Date - 10/28/20

Check No.	Check Amount
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00073 SOUTHGROUP (HATTIESBURG	HATTIES-02 1 00202955 20000018 INS RNWL TRANSIT PAY ROUTE	10/31/20	279648	60,919.00-
				-----
SOUTHGROUP (HATTIESBURG				60,919.00-
Sum				142.55-
00073 VERIZON WIRELESS	9864580273 00203245 20000032 PARATRANSIT GPS 9/11-10/10	10/31/20	279671	142.55-
				-----
VERIZON WIRELESS				142.55-
Sum				-----
Sum				106,652.95-







Date - 10/28/20

Check No.	Check Amount
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Date - 10/28/20

Check  
Amount

31,882.62-

2,065.13-

174,159.20-

Date - 10/28/20

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 DUNN ROADBUILDERS LLC

200502-R

00203233

20000001

SRVS WEATHERSBY ROAD OVERLAY

10/31/20

279514

17,558.93-

DUNN ROADBUILDERS LLC

Sum

17,558.93-

Sum

17,558.93-

Grand Total Level

Sum

3,826,080.44-